

CBRE MANAGED SERVICES INC.

TERMS AND CONDITIONS (US)

FOR CONSTRUCTION PROJECTS (“TERMS AND CONDITIONS”)

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

1. Definitions.

In these CBRE 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 Contractor, the Work or Goods 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, hazardous materials, employment laws, health and safety laws and regulations and any other applicable laws;
- b. “CBRE” means the applicable CBRE affiliate identified in the Purchase Order;
- c. “Client” means the CBRE customer that owns, leases or occupies the property or facility where the Work or Goods will be provided;
- 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 Contractor, to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the Contractor (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 Terms and Conditions;
- e. “Contract Documents” are the drawings, specifications, and other requirements for the Work including, but not limited to, the terms of these Terms and Conditions;
- f. “Contractor” means the person(s) or legal entity providing the Work or the Supplier providing the Goods to CBRE under the Purchase Order;

- g. “Goods” means any goods, material, equipment or other personal property provided as a deliverable under the Purchase Order;
- h. “Hazardous Materials” are substances or materials identified now or in the future as hazardous under Applicable Laws, or any other substances or materials that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing the identification, handling, remediation, cleanup, transportation or disposal.
- i. “Party” or “Parties” means, as applicable, either CBRE, Contractor or Supplier or CBRE, Contractor and Supplier, collectively;
- j. “Price” means the price that Contractor or the Supplier will be paid for the provision of Goods or Work stated in the Purchase Order;
- k. “Project Manager” means the authorized representative of Contractor, subject to CBRE approval, assigned to represent and act for Contractor in its provision of the Work;
- l. “Project Site” means the Client facility or property where the provisions of Goods or Work identified in the PO will take place.
- m. “Purchase Order” or “PO” means the written order for Goods or Work issued by CBRE which incorporates by reference these Terms and Conditions;
- n. “Subcontractor” means any subcontractor, Supplier, vendor or consultant of any tier engaged by Contractor to perform any portion of the Work that Contractor is obligated to perform under the Purchase Order.
- o. “Supplier” means the person(s) or legal entity providing the Goods to CBRE under the Purchase Order;
- p. “Taxes” means any and all sales, use, excise, value-added, goods and supplies, consumption, withholding and other similar taxes and duties that are imposed by Applicable Law in connection with provision of Goods or Work under the Purchase Order;
- q. “Terms” means collectively these Terms and Conditions; and

- r. "Work" means the deliverables described in the Purchase Order and the Contract Documents including, without limitation, the Goods and labor necessary to construct the deliverables.

2. Appointment of Project Manager. Before commencement of the Work, Contractor shall designate a Project Manager and shall specify any and all limitations of Project Manager's authority. The Project Manager shall be present or be accessible by telephone at all times when Work is in progress and shall be authorized to receive communications relating to the PO or the Contract Documents on behalf of Contractor. All communications given to the Project Manager by CBRE applicable to the PO or the Contract Documents shall be binding upon Contractor. The Project Manager shall not be changed without prior written notice to CBRE.

3. Offer; Acceptance; Exclusive Terms. ANY PERFORMANCE BY CONTRACTOR PURSUANT TO THE PO SHALL BE DEEMED TO BE EVIDENCE OF CONTRACTOR'S ACCEPTANCE OF ALL OF THE PROVISIONS HEREOF.

Any PO issued to Contractor by CBRE shall be subject to the Terms to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Contractor purports to apply in any document whatsoever and whenever), except that any prior written agreement signed by the Parties (e.g. Master Contractor Agreement, Design Services Agreement, Master Purchase Agreement, Project Order or other form of written agreement applicable to the Goods or Work) and specifically referenced by the PO will continue to apply and govern the PO transaction. Any change, modification or alteration of these Terms and Conditions and any representations about the Goods or Work shall have no effect unless expressly agreed in writing and signed by an authorized signatory of CBRE.

4. Contractor's Provision of the Work.

- a. Time is of the essence with respect to the performance of any PO issued by CBRE to Contractor.
- b. Prior to the commencement of the Work, Contractor shall examine and compare the drawings and specifications, if any, with information furnished by CBRE, relevant field measurements taken by Contractor, and any visible conditions at the Project Site affecting the Work and Contractor shall promptly notify CBRE of any omissions or discrepancies in any specifications or drawings that Contractor identifies. By performing Work without notifying CBRE of omissions and discrepancies that Contractor should have identified, Contractor accepts responsibility for resolving said errors and deficiencies.
- c. If shop drawings are required, shop drawings shall be complete and detailed. Shop drawings shall include, but not be limited to, detail design; detail, fabrication, assembly,

erection and setting drawings; schedule drawings; manufacturer's scale drawings; wiring and control diagrams; cuts or entire catalogs, pamphlets, and descriptive literature; and performance and test data.

- d. If samples are required, they shall be submitted by and at the expense of Contractor. Such submittals shall be made not less than seven (7) days prior to the time that the materials represented by such samples are needed for incorporation into the Work. Samples shall be subject to review by CBRE and materials represented by such samples shall not be manufactured, delivered to the Project Site, or incorporated into the Work without such review.
- e. Contractor acknowledges that it shall visit the Project Site listed in the PO to visually inspect the general and local conditions which could affect the Work.
- f. If Contractor requires water or electric power for the performance of the Work, it must notify CBRE not less than five (5) days before commencing Work so that CBRE may make proper arrangements for the applicable utilities. If no notice is provided to CBRE, it shall be assumed that no utilities are needed, and any utilities needed thereafter for the performance of Work shall be Contractor's sole responsibility to obtain, at Contractor's cost.
- g. When any Work is performed at night or where daylight is obscured, Contractor shall, at its expense, provide artificial light sufficient to permit Work to be performed efficiently, satisfactorily and safely, and to permit thorough inspection.
- h. If Contractor fabricates or purchases Goods for incorporation into the Work or any of its separate parts, the title to such Goods shall be vested in Contractor until the Goods are properly incorporated into the Work, at which point title to such Goods shall be vested in CBRE and Client. However, such transfer of title in the Goods will be without prejudice of CBRE's right to refuse the Goods in case of non-conformity with the Contract Documents of the PO.
- i. Except as otherwise specified, Contractor, at Contractor's cost, shall procure all permits, licenses, certifications and other applicable government authority requirements and inspections, and shall furnish any documentation, bonds, security or deposits required to permit performance of the Work.
- j. If Hazardous Materials are discovered at the Project Site of the Work and the location of such affects Contractor's ability to perform its Work, Contractor shall immediately stop the Work and notify CBRE so that CBRE may advise Client. Contractor shall not be required to commence Work until all Hazardous Materials discovered at the Project Site have been removed or determined to be harmless. Contractor shall be solely responsible and liable for any Hazardous Materials that it brings onto the Project Site

in its provision of the Work and it shall provide CBRE with prior written notice of the Hazardous Materials that it brings onto the Project Site.

- k. Contractor is required to perform the Work in a safe manner. Contractor shall comply with all Applicable Laws. In accordance with state or federal requirements or both, Contractor shall formulate and implement its own safety rules and regulations to promote safe and orderly prosecution of the Work. Such rules shall provide for frequent and regular inspection of construction materials and equipment by competent persons designated by Contractor. Competent persons mean those capable of identifying existing and predictable hazards and who have the authority to take prompt corrective measures to eliminate them. Contractor shall also follow any safety rules that Client, CBRE, Applicable Laws or the Contract Documents may impose, as well as any safety directions that may be issued by CBRE. Contractor also agrees to comply with any safety directions or rules reasonably issued by Client or CBRE to prevent injury or assure compliance with Applicable Laws.
- l. If requested by CBRE, Contractor shall furnish a performance and payment bond covering the faithful performance of Contractor's obligations under the PO. Such bonds shall be issued in a form, in an amount and with a surety satisfactory to CBRE in its sole discretion.

5. Contractor's Provision of Goods.

- a. Delivery. Time is of the essence with respect to the performance of any PO issued by CBRE to Contractor. 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. CBRE reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. 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, Contractor shall use the least expensive carrier reasonably available. In the event Contractor fails to deliver the Goods within the time specified, CBRE may, at its option, decline to accept the Goods and terminate the PO. Contractor 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.
- b. Risk of Loss & Destruction of Goods. Contractor assumes all risk of loss until accepted by CBRE. Title to the Goods shall pass to CBRE upon its receipt and acceptance of the Goods at the designated destination. If the Goods ordered are damaged or destroyed prior to title passing to CBRE, CBRE may, at its option, either

cancel the PO or 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.

6. Term of PO. Subject to CBRE's termination rights, the term of the PO shall expire on the latest of: the date of completion of the Work or acceptance of the Goods, applicable; one year from the date the PO is transmitted to Contractor; or, if an expiration date is stated in the PO, until that date.

7. Invoicing and Pricing. All invoices from Contractor must reference the PO number and 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 Contractor's income or assets. Contractor acknowledges and agrees that invoices for Goods or Work rendered pursuant to the PO must be received by CBRE no later than sixty (60) days after the date the Work is performed or the Goods are delivered. Any invoices received by CBRE relating to Work performed or Goods provided more than sixty (60) days after the date the Work is completed or Goods are delivered may not be due or payable by CBRE unless approval for payment is given by Client. For valuable consideration, the receipt of which is acknowledged by Contractor, Contractor agrees that failure by Contractor to invoice for the Goods or Work within the foregoing sixty (60) day period, shall constitute a full and complete release of any claims by Contractor, whether legal or equitable, and Contractor waives its right to pursue any action, whether legal or equitable, arising out of the PO, against CBRE or Client or their respective officers, shareholders, directors, partners, employees or agents.

8. Payment. Unless different payment terms are stated in the PO, CBRE will pay proper invoices within sixty (60) days of an invoice receipt and acceptance.

9. Liens and Lien Waivers.

- a. Contemporaneously with the payment of Contractor invoices applicable to the Work set forth in the PO, Contractor shall submit partial lien waivers acceptable to CBRE for itself and its Subcontractors covering the period of time for which Contractor is requesting payment from CBRE.
- b. Contemporaneously with the delivery of final payment under the PO, Contractor shall submit a final lien waiver acceptable to CBRE for itself and its Subcontractors with respect to any and all Work completed under the PO.

- c. In the event a lien is filed, Contractor shall be solely responsible to contest or remove the lien at its own expense. If Contractor fails to promptly comply with the foregoing obligation to satisfy and remove the lien, CBRE may remove such liens and Contractor shall, upon request by CBRE, immediately reimburse CBRE for all costs and attorneys' fees incurred in connection with the removal of such liens, or CBRE may set-off such costs from payments or other monies due, or which may become due, to Contractor.

10. Changes. CBRE reserves the right to direct changes, or to cause Contractor to make changes, to the Goods or Work included in the PO. CBRE also reserves the right to otherwise change 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 Contractor will promptly implement any reasonable change requested by CBRE. Contractor must request any equitable adjustment in price or time for performance resulting from the change, in writing within ten (10) days after receiving notice of the change from CBRE. Upon CBRE's request, Contractor shall provide additional documentation relating to any change in specifications, price or time for performance.

11. Warranties.

- a. Goods, Materials and Equipment. Contractor represents, warrants, and covenants to CBRE and Client that the Goods used in the provision of the Work shall be of first class quality, new in all respects and not used, reworked, refurbished or rebuilt, unless otherwise approved by CBRE, and Contractor shall, where applicable, deliver clear title to Goods and improvements provided to CBRE and Client under the PO and ensure and warrant that it has good title in the same and Contractor warrants that they are delivered free and clear of any and all encumbrances. Contractor further warrants that all Goods supplied to CBRE are free from errors, faults and defects in workmanship, construction, structural and functional design, material and operations and in conformance with the requirements of the PO and the Contract Documents for a period of twelve (12) months following acceptance of the Goods or completion of the Work to CBRE's and Client's satisfaction; provided, that if any longer warranty period is specified for any Goods or workmanship under any plans or specifications, the PO or any manufacturer's warranty, the longer warranty period shall govern. Contractor shall ensure that all materials and equipment that have a manufacturer's warranty are registered with the manufacturer in Client's name.
- b. Labor and Workmanship. Contractor represents and warrants that all Work 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 Contractor. Further, Contractor represents and warrants that the Work shall be completed in accordance with the applicable Contract Documents and any other applicable requirements, including Applicable Laws and shall be correct and

appropriate for the purposes contemplated in the PO. Contractor further represents and warrants that the performance of Work under the PO will not conflict with, or be prohibited in any way by, any other agreement or Applicable Laws to or by which Contractor is bound. In the event the Work does 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), Contractor shall re-perform the Work which fails to conform to the foregoing standard of care, provided CBRE gives Contractor written notice of such non-conformance.

12. Compliance with Laws; CBRE Supplier Code of Conduct. Contractor, and any Goods or Work supplied by Contractor, will comply with all Applicable Laws. Contractor shall be solely responsible for the health and safety of its employees, agents and Subcontractors while on the premises of CBRE or Clients. All Goods used by Contractor in performing the Work 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 www.cbre.com/about-us/gws-supplier-information and Contractor, and Contractor's employees and Subcontractors, shall abide by this policy.

13. Audit. Contractor shall retain and maintain accurate records and documents relating to provision of Goods or performance of Work until the longer of: (a) three (3) years after acceptance of the Goods or completion of the Work under the PO; (b) three (3) years after the termination or expiration of a signed agreement which governs performance under the PO; (c) the final resolution of all audits; (d) the conclusion of any litigation with respect to a signed agreement governing the PO; 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 Contractor, to conduct financial, operational and technical audits of Contractor and its Subcontractors to verify compliance with the Terms, the accuracy of the charges invoiced by Contractor (and its Subcontractors) and Contractor's provision of the Goods and Work, as applicable. Contractor shall provide access to Contractor's books and records relating to the Goods and Work and such cooperation and assistance as may be reasonably requested by CBRE, Client or any auditor in connection with any audit required herein. Contractor shall promptly remedy any deficiencies revealed by any such audit without charge to CBRE or Client. Any amounts determined to have been charged by Contractor incorrectly or for non-conforming Goods or Work shall be refunded by Contractor immediately without additional cost to CBRE or Client. This Section shall survive the expiration or termination of this PO or any other written agreement which governs the Goods or Work provided under the PO.

14. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless CBRE, Client(s) and all of their respective employees, agents, successors and assigns, against all damages (including, without limitation, direct, special and consequential damages), losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from: (a) any failure to

provide the Goods or Work; (b) any negligent act, error or omission or misconduct of Contractor or Contractor's employees, agents or Subcontractors; (c) any personal injuries, including death, or damages to the property of CBRE, Client, their respective agents, or any third party; or (d) any breach or failure by Contractor to comply with any of Contractor's representations, warranties or other terms and conditions of a PO (including any part of these Terms and Conditions). The foregoing indemnity obligations of Contractor shall apply except to the extent arising from CBRE's sole or gross negligence or willful misconduct.

15. **Remedies.** The rights and remedies reserved to CBRE in the PO will be cumulative with and in addition to all other legal or equitable remedies. In any action brought by CBRE to enforce Contractor's obligation to provide Goods or perform Work under the PO, the Parties agree that CBRE does not have an adequate remedy at law and CBRE is entitled to specific performance of Contractor's obligations under the PO.

16. **Insurance.** The minimum insurance coverages and limits set forth below are required of Contractor. If required by CBRE, Contractor must enroll, at Contractor's sole expense, in the CBRE vendor screening program which can be completed on the internet at www.cbre.com/about-us/supply-chain/suppliers-supply-chain-technologies-and-registration#supplier-shield . Contractor shall provide, as part of the vendor screening process, a certificate of insurance that includes endorsements to Contractor's commercial general liability, workers compensation and automobile policies that includes Client and CBRE as additional insured(s) on appropriate ISO forms or equivalent form of Blanket Additional Insured Endorsement, covering the additional insureds for liability arising from all operations and completed operations of Contractor. To the fullest extent permitted by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation against Client and CBRE. The insurance coverage and amounts specified below shall not act as a limitation of any liability which Contractor may have by virtue of the PO. All insurance policies must be issued on an occurrence form.

Type of Insurance	Minimum Limits
Commercial General Liability*, for bodily injury and property damage including contractual liability covering the indemnity obligations of Contractor.	\$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.	\$1,000,000 combined single limit covering property damage and bodily injury

Workers' Compensation	Statutory
Employer's Liability*	\$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 Contractor.*

17. Termination.

- a. Contractor Insolvency. A PO may be terminated immediately by CBRE without liability to Contractor if any of the following events occur: (a) Contractor becomes insolvent; (b) Contractor files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Contractor; (d) a receiver or trustee is appointed for Contractor; (e) Contractor needs accommodations from CBRE, financial or otherwise, in order to meet its obligations under the PO; or (f) Contractor executes an assignment for the benefit of creditors. Contractor will reimburse CBRE for all costs incurred by CBRE in connection with any of the foregoing events, including without limitation attorneys' and other professional fees.
- b. Termination for Breach or Nonperformance. CBRE may terminate, without liability, all or any part of a PO, if Contractor: (i) repudiates, breaches or threatens to breach any of the terms of the PO; (ii) fails or threatens not to provide the Goods or perform the Work in connection with the PO; (iii) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or performance of the Work or provision of the Goods and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from CBRE specifying the failure or breach; or (iv) enters or offers to enter into a transaction that includes a sale of a substantial portion of its assets used for the provision of the Goods or Work or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Contractor. Contractor will notify CBRE within ten (10) days after entering into any negotiations that could lead to the situation specified in subsection (iv) above, provided that upon Contractor's request, CBRE will enter into an appropriate nondisclosure agreement related to information disclosed to CBRE in relation to such transaction.
- c. Termination for Convenience. In addition to any other rights of CBRE to cancel or terminate a PO, CBRE may at its option immediately terminate all or any part of a PO at any time and for any reason, without liability, fee or penalty, by giving written notice to Contractor. Contractor shall be compensated only for the Goods accepted and Work satisfactorily performed up to the effective date of termination.

18. Set-Off; Recoupment. In addition to any right of offset or recoupment provided by law, all amounts due to Contractor will be considered net of indebtedness of Contractor and its affiliates or subsidiaries to CBRE and its affiliates or subsidiaries. CBRE will have the right to set-off against or to recoup from any payment or other obligation owed to Contractor, in whole or in part, any amounts due to CBRE or its affiliates or subsidiaries from Contractor or its affiliates or subsidiaries. CBRE will provide Contractor with a statement describing any set-off or recoupment taken by CBRE.

19. Confidentiality. Contractor 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. Contractor shall use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from CBRE or Client as Contractor uses with its own 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. Contractor agrees not to disclose or permit disclosure to others or use for other than the purpose of the PO, any Confidential Information of CBRE or Client. Following the expiration or termination of the PO, upon CBRE's request, Contractor 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. Contractor's confidentiality obligations under the PO will continue for a period of five (5) years from the last date of disclosure of Confidential Information to Contractor, unless a longer period is specified in writing by CBRE. 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 Contractor; (c) Contractor can establish by written documentation was properly in its possession prior to disclosure by CBRE or was independently developed by Contractor without use of or reference to the Confidential Information; or (d) is disclosed under legal process or other legal requirement provided Contractor agrees to cooperate in seeking reasonable protective arrangements requested by CBRE, and Contractor promptly notifies 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 an agreement and the PO, the more stringent terms will control. If CBRE determines, in good faith, that a breach or threatened breach of these confidentiality terms by Contractor would result in irreparable harm to CBRE, Client or the agreement between CBRE and Client, CBRE may proceed directly to court to obtain a temporary restraining order or other form of injunctive relief without bond (if permitted by law).

20. No Publicity. Contractor will not advertise, publish or disclose to third parties (other than to Contractor's professional advisors on a need-to-know basis) in any manner the fact that Contractor has contracted to furnish CBRE the Work 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 the PO or these Terms and Conditions or in the relationship of Contractor and CBRE shall be deemed to constitute a partnership, joint venture, or any other relationship between Contractor and CBRE except for the independent contractor relationship described in these Terms and Conditions. The PO does not grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. Contractor's authority is limited solely providing the Goods or performing the Work set forth in the PO in accordance with these Terms and Conditions. Nothing in the PO or these Terms and Conditions or in any Contractor subcontract shall create any contractual relationship or liabilities between any employee, agent or Subcontractor (or any employee or agent of Subcontractor) and CBRE or Client. Further, Contractor 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. Contractor represents and warrants that its performance of the PO will not in any way conflict with any continuing interests or obligations of Contractor or its employees or Subcontractors. Contractor further warrants that while the PO is in effect, Contractor 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 Contractor's relationship with CBRE or its performance of the PO.

23. Assignment. Contractor may not assign or delegate its rights or obligations under the PO without CBRE's prior written consent.

24. Governing Law; Jurisdiction; Venue. The PO is governed by the applicable laws of the State of Delaware and the United States of America. 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 shall arise between Supplier and CBRE in connection with the 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 jurisdiction in which the Goods are delivered or the Services are performed shall have exclusive jurisdiction to hear and determine any claims or disputes between the Parties arising out of or related to the 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. JURY TRIAL WAIVER. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, CBRE AND CONTRACTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THE PO OR THESE TERMS AND CONDITIONS.

26. Limitation of Liability. CBRE SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS PO. CBRE's total liability for damages, or otherwise, resulting from its performance or nonperformance under the PO or with regards to any other obligations/responsibilities herein shall not exceed the Price of the applicable PO. CBRE shall have no liability to the Contractor (whether direct or indirect) for any loss of profit, loss of revenue, loss of production, loss of business, loss of goodwill, loss of reputation, loss of opportunity, loss of anticipated savings, loss of margin, lost or expended capital costs or unabsorbed overhead regardless of the foreseeability or the cause thereof.

27. Headings. The section headings appearing in these 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.

28. Counterparts. The 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.

29. Attorneys' Fees. The Parties agree that the prevailing party shall be entitled to all costs and expenses including, without limitation, court costs and reasonable attorneys' fees, in any action commenced to enforce the provisions herein.

30. Language. The Parties acknowledge that it is their wish that these terms and all documents relating thereto be in the English language only and governed thereby.

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

32. Severability. If any part, term, or provision of these Terms and Conditions is held by final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the

validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the Parties shall be construed and enforced as if these Terms and Conditions did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

33. 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 Confidential Information) shall survive the expiration or other termination of the PO of which these provisions are made a part.

34. Entire Agreement; Modifications. Except as may be described elsewhere in these Terms and Conditions, the PO, together with the attachments, exhibits, supplements or other terms of CBRE specifically referenced therein, constitutes the entire agreement between Contractor 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 or, for changes within the scope of these Terms and Conditions, by a Purchase Order amendment issued by CBRE.

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

36. Force Majeure. No failure, delay or default in performance of any obligation under the PO shall constitute an event of default or breach thereunder to the extent that such failure to perform, delay or default arises out of a cause that is beyond the reasonable control and without the negligence or fault of the Party claiming inability to perform, including, but not limited to: action or inaction of governmental, civil or military authority; fire; acts of terrorism; explosions and other catastrophes; expropriation or condemnation of property; strikes or other labor dispute (but not including lockouts or delays caused by material suppliers); flood; national emergency; war; riot; theft; earthquake and other natural disaster (each, a "Force Majeure Event"). The Party affected by such Force Majeure Event shall take action to minimize the consequences of the cause thereof. A Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall give to the other Party prompt notice in writing of the facts which constitute the Force Majeure Event when the Force Majeure Event arises and, when the Force Majeure Event ceases to exist, shall give prompt notice thereof to the other Party. Unless the Force Majeure Event substantially frustrates provision of the Goods or Work, a Force Majeure Event shall not operate to excuse, but only to delay, performance of the Work. Inability to pay or financial hardship, however, shall not constitute a Force Majeure Event regardless of the cause thereof and whether the reason is outside a Party's control.

37. Currency. Payment will be made in the currency expressly stated in the PO; if no such currency is noted, payment will be made in U.S. Dollars.

38. Order of Precedence. In the event of any conflict or ambiguity between a PO, including these Terms and Conditions, and any Exhibits, Addenda or Schedules incorporated as part of the Purchase Order, the following order of precedence shall be applied to resolve such conflict or ambiguity:

- a. The Purchase Order with respect to the specific Goods and Work to be provided;
- b. Any applicable Master Contractor Agreement or similar agreement between the Parties;
- c. These Terms and Conditions;
- d. The Contract Documents; and
- e. Any Exhibits, Addenda or Schedules incorporated as part of the Purchase Order (except for Client specified flowdown requirements which shall take precedence over these Term and Conditions).