

CBRE GWS Denmark ApS - Limited Minor Works Conditions

Definitions

In this Contract the following expressions have the following meaning: -

Affiliate:	Any party which, directly or indirectly through one or more intermediates, controls, is controlled by, or has the power to direct or cause the direction of the management and policies of a party whether through the ownership of, voting shares, contract or otherwise.
Client:	Means the natural or legal person who pays for a building and construction work to be planned and carried out.
Client Purchase Order:	The material submitted by the Client that forms the basis for the Company's offer.
Contact Person:	The person identified by the Client and the Company to represent them in matters referring to the Works and this Contract.
Company:	CBRE GWS Denmark ApS (registration number: 31058201) or a Company Affiliate which is instructed by the Client or Company to carry out the Works under the Contract.
Commence:	The date agreed between the Client and the Company as the start date for the Works identified.
Completion:	The date agreed between the Client and the Company as the completion date for the Works identified.
Contract:	These Conditions together with any documents, scope of works and drawings referred to in the Company's quotation provided on the WebQuote platform or other similar quoting platform used by the Company to provide a quote and contractual documents to the Client. The Contract shall exclude any Client terms or scope that may be referenced on a Client Purchase Order or other similar Client document.
Contract Sum:	The total price to be paid for the Works as stated in the Company's quotation provided on the WebQuote platform or other similar quoting platform used by the Company.
Hazardous Materials:	Any hazardous material or substance which is or becomes defined as a "hazardous waste", "hazardous substance", "hazardous material", pollutant or contaminant under any applicable law.
Site:	The actual place or places where the Works are to be delivered or where the Works are to be carried out by the Company.
Personal Data:	Any information relating to a data subject and/or any such information as may be defined as constituting personal data, or any equivalent thereof, in any applicable data protection law.
WebQuote:	Is the Company online quotation & application system used to provide quotations to Client which includes these minor works terms and conditions.
Works: -	The activities to be carried out in accordance with the Contract.

1. General

- 1.1. All references to periods of days are calendar days.
- 1.2. For the avoidance of doubt, unless otherwise agreed in writing, the Company will only perform Works under these Terms and Conditions. Any acceptance of an offer shall be deemed acceptance in accordance with these terms and conditions.

2. Company's Obligations

- 2.1 The Company shall carry out and complete the Works in accordance with the Contract.
- 2.2 All goods or materials supplied under this Contract are of customary good quality and fit for their purpose as deemed suitable according to the knowledge of the construction time. The work has been carried out on the basis of the Client's tender. However, deficiencies in the Client's tender shall remain the Client's responsibility.
- 2.3 The Company shall carry out the Works in accordance with the Contract, the Client's instructions and in a professionally correct manner.

3. Commencement and Completion

- 3.1 The Client must give the Company access to the place(s) where the Work is to be carried out in the period between 08.00-17.00, unless the Parties agree otherwise.
- 3.2 The Company shall commence and complete the Works in accordance with the dates given in this Contract.

4. Delay

- 4.1 Without prejudice to any other remedy of the parties, in the event that the Company is delayed as a result of any act or omission of the Client, its employees, agents or subcontractors or any person for whom the Client is responsible or as a result of the occurrence or non-occurrence of an event outside the control of the Company, the Client shall allow the Company a reasonable extension of time for the completion of the Works and shall reimburse the Company for any loss and expense arising out of such event.

5. Variation

- 5.1 The Company will comply with any reasonable changes, directions, or instructions received in writing from the Customer, subject to the provisions of clause 5.1.
- 5.2 The Company submits a proposal regarding the Client's change request based on clause 5.1. The Company reserves the right to make changes to the Contract. This includes, among other things, the schedule, the order of work, and the contract sum. The proposal will be sent to the Customer via WebQuote or another similar platform used by the Company. The Client must within seven (7) days or, within a longer period, either choose to accept the offer, ask the Company to revise the offer, or decline the offer.

6. Defects

- 6.1 The Company undertakes that it will make good any defect in the Works for a period of 6 months after practical completion of the Works or such other period as may be agreed between the Parties.
- 6.2 The Company cannot under any circumstances be held liable for the building's pre-existing conditions, structural or latent defects. The Client acknowledges that the Company is not an environmental expert and is not responsible for detecting, handling, or mitigating hazardous materials. The Company reserves the right to immediately stop the work if hazardous materials are encountered during the work. The Client cannot make a claim based on the Company stopping the work and must arrange for the removal of the hazardous materials with a third party themselves.
- 6.3 Notwithstanding any provision hereof to the contrary, the Company will not have any legal liability or responsibility whatsoever for claims arising out of or in connection with, the manufacture, design, formulation, preparation, assembly, processing, installation, testing, warnings, instructions, marketing, packaging or labeling of any goods, products or components thereof (collectively, "Products") including, without limitation, the safety, reliability, adequacy, compliance, durability, operability, effectiveness or performance of any Products or any defects therein.

7. Payments

- 7.1 The Client will pay the Company the Contract Sum, together with any other amounts that become due and payable under this Contract including but not limited to any agreed variations.
- 7.2 In the event that the Contract period is more than 45 days the first interim payment for work properly carried out and/or materials delivered to Site shall be due not later than 30 days after the Company starts work on Site. Further interim payments shall be due at intervals of 30 days thereafter.
- 7.3 In the event that the Contract period is less than 45 days but is delayed in accordance with clause 4.1 and such delay extends beyond 45 days then payment for part Works and/or materials delivered to Site shall be due not later than 30 days after the Company starts work on Site. Further interim payments shall be due at intervals of 30 days thereafter.

- 7.4 In the event that the Contract period is less than 45 days an invoice for the full amount shall be due upon completion.
- 7.5 Payments are not subject to retention or discount whatsoever unless agreed in writing by the Company. Notwithstanding any other provision of the Contract or Client Purchase Order, rebates, fees, charges, and discounts that Company receives from its global sourcing program will be retained by the Company and are not subject to reconciliation.
- 7.6 The final date for the payment of all payments shall be 30 days after receipt of invoice.

8. Health and Safety

- 8.1 The Company shall comply with all Danish health and safety legislation relevant to the Works and to the circumstances in which the Works are being carried out.

9. Bankruptcy

- 9.1 If either party is placed under bankruptcy proceedings, reconstruction, (whether compulsory or voluntary), or is unable to pay its debts in the ordinary course of its business as they fall due, or a third party seizes/attaches property or assets, the other party may terminate the Contract by written notice.

10. Rights of Termination

- 10.1 In the event the Contract is terminated pursuant to clause 9, or if the Client notifies the Supplier in writing that the Works are terminated for whatever reason, the Client shall forthwith pay the Company the any work executed, any cost such as materials ordered for the Works and any other direct loss and/or damage caused by the termination.

11. Limitation of Liability

- 11.1 Notwithstanding any other terms in this Contract or associated documents, the Company's maximum total liability under this contract (including, but not limited to, any breach of this contract and/or any negligence and/or breach of statutory duty and/or any other act or omission and/or loss and expense and/or any act or omission that leads to an obligation to indemnify the client) shall not exceed ten (10) percent of the contract sum. This limitation shall not apply if otherwise provided by law.

12. Indirect/Consequential Losses

- 12.1 Notwithstanding any other provision of the Contract and related documents, the Client agrees that the Company shall not be liable for loss of or damage to profit, revenue, anticipated savings, data, use, contracts, goodwill, reputation, opportunities or business or for indirect loss and expense and/or consequential loss or expense which the Company may cause as a result of a breach of its obligations contained in the Contract, or a result of its breach of any statutory duty or tort (including but not limited to negligence) or any other act or omission.

13. Insurance

- 13.1 The Parties shall each maintain relevant and mandatory insurances, including but not limited to General and Product Liability insurance and Employer's Liability insurance.

14. Title

- 14.1 Title to all goods supplied by the Company to the Site shall remain with the Company until payment of the said goods has been received in full by the Company.

15. Third Party Rights

- 15.1 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this letter pursuant to the Contract.

16. Data Protection

- 16.1 Insofar as relevant to the Contract, the parties shall comply with applicable data privacy laws including EU General Data Protection Regulation 2016/679 and the Data Protection Act.

17. Data Use for Benchmarking

- 17.1 Notwithstanding anything to the contrary herein, Client agrees that the Company may use information provided or generated through the Services in the usual course of Company business, including to improve and monitor service offerings and create benchmarking. If information is confidential, Company will not identify Client as a Company client and will anonymize the information. This section will survive termination of the Contract.

18. Severability

- 18.1 If any of the provisions in this Contract are invalid under any applicable statute or rule of law, they are to that extent deemed omitted and the remaining conditions shall remain in full force and effect (provided always that the condition omitted does not then render these conditions ineffective).

19. Law

- 19.1 The Contract is governed by Danish law.
- 19.2 Any disputes arising under or related to this Contract shall be resolved in accordance with the provisions of AB 18.