

CBRE GWS Finland Oy – Standard Conditions for Minor Works

Definitions

In this Agreement, the following terms have the following meanings:

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| Agreement: | These Standard Terms and Conditions together with all documents, scope of work and drawings referred to in the Supplier's quotation provided on the WebQuote platform or other similar quotation platform used by the Supplier to provide a quotation and Agreement documents to the Customer. The Agreement shall exclude any customer terms or scope that may be referred to in a customer purchase order or other similar customer document. |
| Customer: | Property Owner, its representative and/or the party that has engaged the Supplier for the execution of the works under this Agreement. |
| Customer's purchase order: | Purchase orders issued by the Customer specifying the goods and materials and/or services specifying the types, quantities required to be supplied by the Supplier and containing specifications and the agreed price. |
| Customer's representative: | The person or professional party appointed by the Client to represent them in matters relating to the works and this Agreement. |
| Deadlines: | The date agreed between the Customer and the Supplier as the end date of the identified works. |
| Hazardous materials: | Any hazardous material or substance that is defined or becomes defined as "hazardous waste", "hazardous substance", "hazardous material", pollution or contamination under applicable law. |
| Site: | The actual place or locations where the works are to be delivered or where the works are to be carried out by the Supplier. |
| Start date: | The date agreed between the Customer and the Supplier as the start date of the identified works. |
| Subsidiary: | A party that, directly or indirectly through one or more intermediaries, controls, is controlled by, or has the power to direct or cause the management and policies of a party, whether through ownership of, voting shares, Contracts or otherwise. |
| Supplier: | CBRE GWS Finland Oy (2675614-8) or a subsidiary instructed by the Client or Supplier to carry out the work under the Agreement. |
| Personal data: | Any information relating to a data subject and/or such information that can be defined as personal data, or its equivalent, in any applicable data protection law. |
| Price: | The total price to be paid for the works as specified in the Supplier's quotation provided on the WebQuote platform or other similar quotation platform used by the Supplier to provide a quotation and Contract documents to the Customer. |
| WebQuote: | The Supplier's online quotation and application system is used to provide quotations to the Client that include these minor works. |
| WebQuote Work Orders: | The activities to be performed by the Supplier as specified in its quotation, scope of work or other documents and drawings on which the Agreement is based. |

1. General provisions

- 1.1. All references to periods of days are calendar days.
- 1.2. The headings of the terms of this Agreement are for convenience only and will not affect its construction or interpretation.

- 1.3. These terms include the masculine, the feminine, and the neuter, and the singular includes the plural and vice versa, depending on what the context allows or requires.

- 1.4. To avoid misunderstandings, unless otherwise agreed in writing, the Supplier shall carry out work in accordance with these terms and conditions, i.e. The Customer's acceptance of the Supplier's offer in WebQuote including price shall be deemed to be an acceptance of these terms and conditions to the exclusion of all other terms and conditions.

2. Obligations of the supplier

- 2.1 The Supplier shall carry out and complete the works in accordance with the Agreement.
- 2.2 The Supplier warrants that any goods or materials provided under this Agreement shall be of satisfactory quality and reasonably fit for all purposes specified in writing by the Customer for this Agreement. However, responsibility for the design of the works remains with the authors of the specifications and/or information contained in the tender documents.
- 2.3 The supplier shall carry out the work in a good professional manner using good quality materials and in accordance with all relevant codes of conduct and standard specifications.

3. Commencement and completion

- 3.1 Customer shall provide Supplier with access to the Site on the agreed date and shall provide Supplier with access to such part or parts of the Site at such times and for such periods as may be reasonably necessary to enable Supplier to complete the work in accordance with the Agreement.
- 3.2 The Supplier shall commence and complete the work in accordance with the dates set out in this Agreement.

4. Delay

- 4.1 Without prejudice to any other remedy between the parties, in the event that the Supplier's works are delayed as a result of any act or omission of the Customer, its employees, agents or subcontractors or any person for whom the Customer is responsible or as a result of an event beyond the Supplier's control, the Customer shall give the Supplier a reasonable extension of the time for the completion of the works and shall compensate the Supplier for any losses and costs incurred by the Supplier arising from such an event.

5. Changes

- 5.1 The Supplier will comply with all reasonable written amendments, directions or instructions received from the Customer regarding additions, alterations or omissions to the Works or changes to the conditions under which the Works are to be performed (a "variation") subject to clause 5.2.
- 5.2 Before any modification, direction, or instruction is issued that may have an effect on the sequence or programming of the work or the contract amount, the proposed change and any applicable changes to the contract amount shall be mutually agreed. Before instructing a change, the Customer will request that the Supplier submit a quote with respect to the change, including the valuation of the works and any adjustment of the time for completion. Upon receipt of such estimate on the WebQuote platform or other similar quotation platform used by Supplier to provide a quotation and Agreement documents, Customer shall, within 7 days or such longer time as may be agreed, either accept the estimate and adjusted time for completion, request that Supplier produce a revised estimate and time for completion, or instruct Supplier not to proceed with the variation.

6. Defects

- 6.1 The Supplier undertakes to remedy any defects in works for a period of 6 months from the completion of the works (or such other time as may be agreed between the parties).
- 6.2 The Provider shall have no responsibility for pre-existing or hidden or structural defects in any Site. The Supplier cannot perform or contract others to carry out activities related to hazardous materials. The Customer hereby confirms that the Supplier is not an environmental expert and is not responsible for detecting, handling or remediating hazardous materials.
- 6.3 Unless otherwise provided by law, the Supplier will have no legal responsibility or liability whatsoever for any claims arising out of or in connection with the manufacture, design, formulation, preparation, assembly, processing, installation, testing, warnings, instructions, marketing, packaging or labelling of goods, products or components thereof (collectively, "Products") including, without limitation, safety, reliability, adequacy, conformity, durability, usefulness, efficacy, or performance of any product or any defects therein.

7. Payments

- 7.1 Customer will pay the Supplier the agreed Price, together with all other amounts due and payable under this Agreement, including but not limited to any agreed changes.

- 7.2 In the event that the Contract Period is longer than 45 days, the first interim payment for properly performed work and/or materials delivered to the site shall be paid no later than 30 days after the Supplier commences work on site. Additional interim payments shall be due at 30-day intervals thereafter.
- 7.3 In the event that the Contract Period is shorter than 45 days but is delayed in accordance with clause 4.1 and such delay extends beyond 45 days, payment for the parts and/or materials delivered to the site shall be paid no later than 30 days after the Supplier commences work on the site. Additional interim payments shall be due at 30-day intervals 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 withholding or deduction unless authorized in writing by the Supplier. Notwithstanding any other provision of the Agreement or Customer's purchase order, discounts, fees, costs and discounts that Supplier receives from its global purchasing program will be retained by Supplier and are not subject to reconciliation.
- 7.6 The deadline for payment of all payments shall be 30 days after receipt of the invoice.

8. Health and Safety

- 8.1 The Supplier shall comply with all Finnish work environment legislation relevant to the Works and the circumstances under which the Works are performed.

9. Bankruptcy

- 9.1 If either party is declared bankrupt or if a company goes into liquidation (whether mandatory or voluntary), or is unable to pay its debts in the ordinary course of its business when they fall due, or if any of its property or assets are subjected to any of its assets or coercive measures, the other party may: without prejudice to any other rights or remedies, by written notice, immediately establish the Supplier's employment under this Agreement.

10. Right to termination and compensation

- 10.1 In the event that the Supplier's assignment under this Agreement is determined in accordance with clause 9 or if the Customer notifies the Supplier in writing that the works are to be terminated for any reason, the Customer shall immediately pay the Supplier the reasonable value of all work performed and not paid at the time of such determination together with the cost of materials or goods properly ordered for the work and any other direct loss and/or damage caused by Termination.

11. Limitation of Liability

- 11.1 Notwithstanding any other provisions of this Agreement and related documents, the Supplier's maximum aggregate liability under this Agreement (including but not limited to breach of this Agreement and/or negligence and/or breach of statutory duty and/or other act or omission and/or loss and cost and/or any act or omission giving rise to an obligation to indemnify Customer) shall not exceed ten per cent of the Contract Amount (except for the debts that cannot be limited by law).

12. Indirect/consequential losses

- 12.1 Notwithstanding any other provisions of the Agreement and related documents, Customer agrees that Supplier shall not be liable for any loss of or damage to profits, revenues, anticipated savings, data, use, contract, goodwill, reputation, opportunity or business, or for any indirect loss and cost and/or consequential loss or expense that Supplier may cause as a result of a breach of its obligations under the Agreement. 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 supplier must have statutory insurance for its employees including compensation for personal injury or death.
- 13.2 The Supplier shall have general liability insurance against legal liability for personal injury or death and loss or damage to property arising out of or in connection with the works.

14. Ownership

- 14.1 Title to all goods and materials supplied by the Supplier to the Site shall remain with the Supplier until payment for such goods and materials has been received in full by the Supplier.

15. Third Party Rights

- 15.1 Nothing in this Agreement gives or intends to grant any third party any right to enforce any term of this Agreement.

16. Data protection

- 16.1 To the extent relevant to the Agreement, the parties shall comply with applicable data protection laws, including the EU General Data Protection Regulation 2016/679 (GDPR).

17. Data use for benchmarking

- 17.1 Notwithstanding anything to the contrary herein, Customer agrees that the Provider may use information provided or generated through the Services in the ordinary course of business of the Company, including to improve and monitor service offerings and create benchmarking. If the information is confidential, the Supplier will not identify the Customer as a corporate customer and will anonymise the information. This section will continue to apply even after termination of the Agreement.

18. Validity of the Agreement

- 18.1 If individual terms and conditions are invalidated by any applicable rule of law, such term shall be deleted but the remaining terms shall remain valid (provided that the omitted term does not render the rest of the terms ineffective).

19. Law and dispute resolution

- 19.1 The agreement shall be governed by Finnish law and any disputes that have not been resolved by the parties shall be subject to dispute resolution in a Finnish court.