

Standard Terms and Conditions for Supply of Goods

Definitions:

In these Conditions the following expressions have the following meaning:

Client: -	The person who has engaged CBRE for the supply of the Goods.
Conditions: -	These standard terms and conditions.
Confidential Information: -	Any information relating to CBRE's or the Client's (or their respective associated companies') businesses which is not in the public domain or already in the possession of the Supplier.
Contract: -	The agreement between CBRE and the Supplier comprising these Conditions and the Order.
Goods: -	The goods, products or materials (including any instalment of the goods or any part of them) described in the Order (in the term includes any Bespoke Goods referred to in Clause 6).
Intellectual Property Rights	All patents, know-how, copyrights, trade or service marks, design rights, and all other intellectual property rights of any kind.
CBRE: -	CBRE Managed Services Limited or any affiliate which has issued the Order.
CBRE Contract Manager: -	The person notified from time to time by CBRE to the Supplier as the CBRE representative managing the Contract;
Order: -	The order issued by CBRE setting out the Goods required to be delivered by the Supplier and all other terms specific to the Goods, and includes all documents referred to in it.
Site: -	The actual place or places where the Goods are to be delivered by the Supplier.
Specification: -	includes any specifications, samples, plans, drawings, data or other information against which the Goods are to be supplied;
Supplier: -	The person to whom the Order is addressed.
Warranty Period:-	the longer of (i) 12 months from the Company's acceptance or, if later, the installation/ commissioning of the Goods; (ii) any period specified as such in the Contract; or (iii) any period implied by law during which the Goods should remain of satisfactory quality.
Working Day: -	A day other than a Saturday or Sunday or public holiday in the country where the Goods 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 Order and associated documentation, the terms of these Conditions shall prevail.
- 1.4. Following the issuing of an Order the Contract shall be formed, and a binding contract shall exist to supply the Goods, on the earlier of the Supplier indicating its acceptance of the Order (e.g. by a written or oral order confirmation) or commencing performance of the Order. For the avoidance of doubt unless otherwise agreed in writing CBRE does business only on these Conditions and any Supplier who makes offers to CBRE or accepts offers made or orders placed by CBRE (whether expressly or by performance) shall be deemed to accept these Conditions to the exclusion of all others including the Supplier's own business terms.

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2. Price & Payment

- 2.1. The total price to be paid for the Goods shall be the sum stated on the Order. Unless otherwise stated in the Order, the price will be: -
 - 2.1.1. a lump sum price for the entire Goods;
 - 2.1.2. fully fixed for the duration of the Contract;
 - 2.1.3. inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance, delivery, off-loading to the Site and any duties, imposts or levies other than tax;
 - 2.1.4. exclusive of any applicable tax (which shall be payable by CBRE subject to receipt of a tax invoice).
- 2.2. The Supplier shall be entitled to invoice CBRE on or after the delivery of all the Goods.
- 2.3. Each invoice issued under this Contract must be supplied in the format required by CBRE and will in any event contain the following information:
 - 2.3.1. the number of the Order;
 - 2.3.2. the address of the Site to which the Goods are to be delivered;
- 2.4. Invoices must be presented to CBRE within 30 days of the Goods being delivered. Any invoice received after 60 days of the Goods being delivered will not be accepted by CBRE.
- 2.5. Unless otherwise stated in the Contract, CBRE shall pay correctly submitted invoices within forty five days after the end of the month of receipt by CBRE of such invoice or, if later, after acceptance by CBRE of the Goods to which the invoice relates.
- 2.6. CBRE shall be entitled to set off against the price any sums owed to CBRE by the Supplier whether under the Contract or any other contract or order or arrangement between the parties, or otherwise recovered as an outstanding debt to CBRE.
- 2.7. 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 at a rate of 3% above the sterling base rate from time to time of Barclays Bank plc 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.

3. The Supplier's General Obligations

- 3.1. The Supplier shall comply with all applicable regulations, standards or other legal requirements concerning the manufacture, packing and delivery of the Goods both in the country of manufacture and the country where Goods are delivered.
- 3.2. A packing note quoting the Order number must accompany each delivery or consignment, and must be displayed prominently.
- 3.3. The Goods shall be marked in accordance with CBRE's instructions, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 3.4. CBRE shall be entitled to reject any Goods delivered that are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until CBRE has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Any rejected Goods may be returned to the Supplier by CBRE at the Supplier's cost and risk and no payment for them shall be due from CBRE. CBRE may impose a reasonable charge for handling, storing and returning any of the Goods over delivered or otherwise rejected.
- 3.5. The Supplier shall supply CBRE in good time with any instructions or other information required to enable CBRE to accept delivery of the Goods.
- 3.6. The Supplier shall not unreasonably refuse any request by CBRE to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide CBRE or their nominated representative with all facilities reasonably required for inspection and testing.
- 3.7. 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 Goods shall extend to CBRE and the Client, or shall be capable of transfer to CBRE or the Client.
- 3.8. Once delivered Goods shall not be removed from Site without CBRE's consent.

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- 3.9. It shall be the duty of the Supplier to:
- 3.9.1. ensure that the Goods are safe and without risks to health when properly used;
 - 3.9.2. carry out or arrange for the carrying out of such testing, examination and repair as may be necessary for the performance of the duty imposed on them by the preceding paragraph;
 - 3.9.3. take such steps as are necessary to ensure that there will be available in connection with the use of the Goods adequate information about the use for which it is designed or intended and has been tested, and about any condition necessary to ensure that, when put to use, will be safe and without risks to health;

4. Warranties

- 4.1. The Supplier warrants that the Goods:
- 4.1.1. will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for the purpose held out by the Supplier or made known to the Supplier at the time the Order is placed;
 - 4.1.2. will be free from any defects in design, material and workmanship;
 - 4.1.3. will correspond with any relevant Specification or sample;
 - 4.1.4. will comply with all statutory requirements and regulations relating to the sale of the Goods;
 - 4.1.5. will comply with all relevant country standards;
 - 4.1.6. will comply fully with the terms and requirements of the Contract.
- 4.2. Without prejudice to any other remedy, if any Goods are not supplied in accordance with the Contract then CBRE shall be entitled:
- 4.2.1. to require the Supplier to supply replacement Goods in accordance with the Contract within 5 days;
 - 4.2.2. at CBRE sole option, and whether or not CBRE has previously required the Supplier to repair the Goods, to treat the Contract as discharged by the Supplier's breach and require repayment of any part of the Price which has been paid;
 - 4.2.3. to require the Supplier to rectify at its own expense any defects or other faults which shall appear within a period of twelve calendar months from the completion by the Supplier of the Order, in any materials or workmanship in connection with the execution of the Order.
 - 4.2.4. if the Supplier shall fail to make good defects or other faults promptly as aforesaid, CBRE may engage others to carry out the necessary work and the Supplier shall indemnify CBRE against the cost thereof.

5. Delivery

- 5.1. The Goods shall be delivered in accordance with the dates stated on the Order during CBRE's usual business hours. If no dates are stated on the Order, then the Goods are to be delivered at times agreed with CBRE's Contract Manager. No Goods are to be delivered without the prior permission of the CBRE Contract Manager or other senior representative of CBRE.
- 5.2. Ownership and title in the Goods supplied under the Contract shall pass to CBRE on delivery.
- 5.3. If at any time the Supplier finds that he will be unable to deliver the Goods on the specified date the Supplier will notify CBRE in writing. Such notification shall not prejudice the rights of CBRE under the Contract and in particular CBRE reserves the right to cancel without prior notice part or the whole of the Order which is not delivered on the due date.
- 5.4. All timescales and dates in an Order 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 the Contract without affecting any other of CBRE's rights or remedies.

6. Intellectual Property Rights

- 6.1. All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by CBRE in connection with the Contract shall remain at all times vested in, and the property of, CBRE. Where the Goods are specifically produced or developed by the Supplier for CBRE ("Bespoke Goods"), all Intellectual Property Rights in such Bespoke Goods shall be the exclusive property of CBRE.
- 6.2. The Supplier hereby assigns (or shall procure the assignment) to CBRE absolutely, with full title guarantee, all right, title and interest in any present and future Intellectual Property Rights in or arising out of any Bespoke Goods for the full term of such rights and all renewals and extensions, together with all rights of action and remedies in relation to infringements thereto and hereby waives or shall procure a waiver of all moral rights in such Bespoke Goods. At the request of and at no additional cost to CBRE, the Supplier shall promptly do all such further things and sign all documents or instruments necessary to vest all Intellectual Property Rights in or arising out of any Bespoke Goods in CBRE.
- 6.3. The Supplier shall indemnify and keep indemnified CBRE and its directors, officers, employees and agents from and against any and all damages (including legal fees and expenses) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Bespoke Goods by CBRE or the Client infringes the confidentiality or other Intellectual Property Rights of the said third party.

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- 6.4. The parties agree that the Bespoke Goods (and all other things in which CBRE holds the Intellectual Property Rights pursuant to clause 6.1):
- 6.4.1. may only be used by the Supplier as necessary to perform the Contract; and
 - 6.4.2. shall not be made available to any third party without CBRE's prior written consent.

7. Confidentiality

- 7.1. 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: -
- 7.1.1. 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
 - 7.1.2. CBRE's Confidential Information where the Supplier has obtained the prior written consent of CBRE to such disclosure.
- 7.2. 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.
- 7.3. The Supplier shall not publicise or disclose the existence or content of the Contract, its relationship with CBRE, or CBRE's relationship with the Client, without the prior written agreement of CBRE.
- 7.4. 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 Goods, the Client or the Site, nor shall it impart to any publication, journal or newspaper or any radio or television programme any information relating to the Contract.
- 7.5. The Confidential Information of CBRE shall include all know-how, patents, copyrights, design rights and any other intellectual property rights arising from the execution of the Contract.
- 7.6. Any Confidential Information shall be returned to CBRE or deleted by the Supplier at the request of CBRE.

8. Liability, Insurance and Indemnity

- 8.1. The Supplier shall be liable for and shall indemnify and keep indemnified CBRE and its directors, officers, employees and agents from and 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 which are brought against or incurred or suffered by CBRE arising out of or in connection with the Supplier's breach of the Contract or negligence or otherwise arising out of or in connection with the Supplier's, its employees, directors, Suppliers or agents activities in relation to the Contract, including but not limited to claims for (i) death or personal injury, (ii) loss of or damage to property (iii) any economic loss, loss of profit, revenue, anticipated savings, data, use, contract, goodwill, opportunities or business and (iv) any indirect or consequential loss or damage, in each case whether suffered by CBRE, the Client or any other third party.
- 8.2. Subject to clause 8.4, CBRE shall not be liable to the Supplier, or to any of the Supplier's employees, agents or Suppliers, 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 8.3, the Supplier shall indemnify and keep indemnified CBRE and its directors, officers, employees and agents 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 CBRE in connection with such claims.
- 8.3. The indemnities in clause 8.1 and 8.2 shall not apply to any damages, losses, liabilities, costs and expenses:
- 8.3.1. to the extent caused by the negligence or wilful act or omission of CBRE; and
 - 8.3.2. to the extent caused by any breach or non-performance by CBRE of this Contract.
- 8.4. 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 the Unfair Contract Terms Act 1977, or for fraudulent misrepresentation or other fraud.
- 8.5. The Supplier shall take out and keep in force suitable Employers Liability, Public and Products Liability insurance and other insurance that may be required against its liabilities under the Contract and shall demonstrate the same to CBRE at all reasonable times. The amount for each type of insurance shall be no less than £5,000,000.00 (or an equivalent amount in the local currency where Goods are ordered) unless CBRE agrees in writing to a lower figure. Where the Goods involve design,

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then the Supplier shall also take out and keep in force Professional Indemnity insurance with an amount of no less than £5,000,000.00 (or an equivalent amount in the local currency where Goods are ordered).

- 8.6. The Supplier must, prior to commencing the Goods, ensure that the current copies of his insurance Certificate(s) are held by CBRE.

9. Termination

- 9.1. CBRE may without liability cancel the Contract with immediate effect in whole or part by notice to the Supplier at any time prior to delivery of the Goods or any part thereof. In relation to a partial cancellation, CBRE shall remain liable to pay for those Goods which have not been cancelled but otherwise no cancellation charges of any kind will be payable by CBRE.
- 9.2. Additionally, CBRE may terminate the Contract in the following circumstances: -
- 9.2.1. 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 or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Supplier is incorporated, resident or carries on business;
- 9.2.2. 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 10 Working Days of receipt of a request to do so.
- 9.3. On termination the Supplier shall deliver to CBRE all Confidential Information of CBRE and the Client relating to the Goods. Furthermore, the Supplier shall also immediately return all Specifications supplied by or created for CBRE and any other information or materials which belong to or were supplied by CBRE.
- 9.4. 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 the Order in accordance with this clause 9.
- 9.5. Termination, howsoever, caused shall not affect:
- 9.5.1. any right or liabilities which have accrued prior to the time of termination;
- 9.5.2. 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 3 (The Supplier's General Obligations), clause 4 (Warranties), clause 6 (Intellectual Property Rights), clause 7 (Confidentiality), clause 8 (Liability, Insurance and Indemnity), clause 9.3 (Termination), clause 9.4 (Termination), clause 9.5 (Termination), clause 10 (Third Party Rights), clause 12 (Severability) and clause 15 (Applicable Law)).

10. Third Party Rights

- 10.1. No person who is not a party to the Contract shall have any rights under the Contract to enforce any term of the said Contract.

11. Assignment and Contracting

- 11.1. CBRE may at any time assign, transfer, charge or deal in any other manner with any of its rights or obligations under the Contract.
- 11.2. 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 the Contract, nor purport to do so.
- 11.3. The Supplier shall not sub-contract, sub-let or otherwise delegate its obligations under the Contract without the prior written consent of CBRE. Such consent, if given, shall in no way relieve the Supplier of its responsibilities under the Contract.

12. Severability

- 12.1. If any one or more provisions of the 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.

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13. Bribery and Corrupt Practices

- 13.1 Supplier represents, warrants and undertakes to CBRE and the Client or the affiliates of CBRE or the Client (for the purposes of this Clause 13, the "Assured Parties") that neither it nor its officers, employees, agents, consultants, subcontractors or affiliates in connection with the Goods or with any other business transactions with the Assured Parties, has made or shall make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to: any government official or employee (including employees of a government corporation or public international organisation); any political party or candidate for public office; or any other person, if to do so would violate or cause the Assured Parties to be in violation of any applicable law.
- 13.2 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.
- 13.3 The Supplier warrants that:
- 13.3.1 it is not a government official or affiliated with any government official;
 - 13.3.2 it has not engaged and shall not engage in conduct in breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or other analogous applicable anti-bribery and corruption legislation (together the "Bribery Laws");
 - 13.3.3 it shall not violate or cause CBRE, the Client or an affiliate of Owner or CBRE to violate the Bribery Laws;
- 13.4 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 9.2.2 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 Bribery Laws. In the event of termination for such cause, the Assured Parties may withhold payment relating to the portion of the Goods to which the conduct breaching the Bribery 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.

14. Disputes

- 14.1. In the event of any dispute arising out of or in connection with the Contract the following procedures shall apply:
- 14.1.1. in the first instance the matter shall be referred to the CBRE Business Unit Manager and the Supplier's representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation
 - 14.1.2. in the event that the dispute is not resolved in accordance under clause 14.1.1 within 10 Working Days the dispute shall be referred to the Managing Directors of each party.
 - 14.1.3. Failing any agreement having been reached within a further period of 10 Working Days the parties shall seek settlement of the dispute by mediation in accordance with the LCIA Mediation Rules, which are deemed to be incorporated by reference into this clause.

15. Applicable Law

- 15.1. This Sub-Contract shall be governed by and interpreted in accordance with the laws of England and Wales.