

**CBRE GLOBAL WORKPLACE SOLUTIONS  
GLOBAL TERMS AND CONDITIONS (US)**

**FOR PROJECT RELATED PRODUCTS (“GLOBAL TERMS AND CONDITIONS”)**

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

1. Definitions.

In these CBRE Global 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 Supplier, the Products 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 client that owns, leases or occupies the property or facility where the Products 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 Supplier, to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the Supplier (or its employees 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 Global Terms and Conditions;
- e. “Contract Documents” are the drawings, specifications, and other requirements that apply to the Products including, but not limited to, the terms of these Global Terms and Conditions;
- f. “Supplier” means the person(s) or legal entity providing the Products to CBRE as specified in the Purchase Order;

- g. “Country Specific Provisions” means any supplemental terms and conditions that are included with these Global Terms and Conditions to comply with the applicable laws, regulations, legislation or other matters of compliance specific to the country in which the Purchase Order is issued or performance will take place;
- 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 or Supplier or CBRE and Supplier, collectively;
- j. “Price” means the price that the Supplier will be paid for the provision of Products stated in the Purchase Order;
- k. “Products” means any goods, products, material, equipment or other personal property provided as a deliverable under the Purchase Order;
- l. “Project Site” means the Client facility or property where the provision of Products identified in the PO will take delivered.
- m. “Purchase Order” or “PO” means the written order for Products issued by CBRE which incorporates by reference these Global Terms and Conditions;
- n. “Supplier” means the person(s) or legal entity providing the Products to CBRE under the Purchase Order;
- o. “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 Laws in connection with provision of Products under the Purchase Order;
- p. “Terms” means collectively these Global Terms and Conditions and any applicable Country Specific Provisions; and

2. Offer; Acceptance; Exclusive Terms; Country Specific Provisions. ANY PERFORMANCE BY SUPPLIERS PURSUANT TO THE PO SHALL BE DEEMED TO BE EVIDENCE OF SUPPLIER’S ACCEPTANCE OF ALL OF THE PROVISIONS HEREOF. Any PO issued to Supplier 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 Supplier purports to apply in any document whatsoever and whenever), except that any prior written agreement signed by the Parties (e.g. Master Purchase Agreement, Project Order or other form of written agreement applicable to the Products) and specifically referenced by the PO will continue to apply and govern the PO transaction. Any change, modification or alteration of these Global Terms and

Conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by an authorized signatory of each Party. The Terms of each PO include (and where indicated, are superseded by) the Country Specific Provisions for the country from which the PO is issued and/or the country in which Supplier is located, as indicated in the PO.

3. Supplier's Provision of Products.

- a. Delivery. Time is of the essence with respect to the performance of any PO issued by CBRE to Supplier. Delivery of Products 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 Products 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, Supplier shall use the least expensive carrier reasonably available. In the event Supplier fails to deliver the Products within the time specified, CBRE may, at its option, decline to accept the Products and terminate the PO. Supplier 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 Products. Supplier assumes all risk of loss until accepted by CBRE. Title to the Products shall pass to CBRE upon its receipt and acceptance of the Products at the designated destination. If the Products 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 Products of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Products is partial, CBRE shall have the right to require delivery of the Products not destroyed.

4. Term of PO. Subject to CBRE's termination rights, the term of the PO shall expire on the latest of: the date of Products acceptance by CBRE; one year from the date the PO is transmitted to Supplier; or, if an expiration date is stated in the PO, until that date.

5. Invoicing and Pricing. All invoices from Supplier 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 Supplier's income or assets. Supplier acknowledges and agrees that invoices for Products purchased pursuant to the PO must be received by CBRE no later than sixty (60) days after the date the Products are delivered. Any invoices received by CBRE relating to Products provided more than sixty (60) days after the date the Products 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 Supplier, Supplier agrees that failure by Supplier to invoice for the Products within the foregoing sixty (60) day period, shall constitute a full and complete release of any claims by Supplier, whether legal or equitable, and Supplier 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.

6. Payment. Unless different payment terms are stated in the PO, CBRE will pay proper invoices within sixty (60) days of an invoice receipt or under any payment terms stated in the applicable Country Specific Provisions, if any. Notwithstanding anything to the contrary contained herein, to the extent allowed by Applicable Laws, CBRE shall have no obligation to pay Supplier for any Products that are not in dispute until CBRE has received payment from Client for such Products.

7. Changes. CBRE reserves the right to direct changes in the type, quantity or delivery schedule of Products included in the PO. All changes must be documented in writing and Supplier will promptly implement any reasonable change requested by CBRE.

8. Warranties. Supplier represents, warrants, and covenants to CBRE and Client that the Products shall be of first class quality, new in all respects and not used, reworked, refurbished or rebuilt, unless otherwise approved by CBRE, and Supplier shall, where applicable, deliver clear title to Products provided to CBRE and Client under the PO and ensure and warrant that it has good title in the same and Supplier warrants that they are delivered free and clear of any and all encumbrances. Supplier further warrants that all Products 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, as applicable, for a period of twelve (12) months following acceptance of the Products; provided, that if any longer warranty period is specified for any Products pursuant to any manufacturer's warranty, the longer warranty period shall govern. Supplier shall ensure that all Products that have a manufacturer's warranty are registered with the manufacturer in Client's name.

9. Compliance with Laws; CBRE Supplier Code of Conduct. Supplier, and any Products supplied by Supplier, will comply with all Applicable Laws. All Products supplied by Supplier 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 <http://www.cbre.com/suppliers> and Supplier and Supplier's employees shall abide by this policy.

10. Audit. Supplier shall retain and maintain accurate records and documents relating to provision of Products until the longer of: (a) three (3) years after acceptance of the Products; (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 and/or an auditor designated by CBRE will have the right, at all reasonable times, and with not less than seven (7) business days prior notice to Supplier, to conduct financial, operational and technical audits of Supplier and any lower tier suppliers to verify compliance with the Terms, the accuracy of the charges invoiced by Supplier and Supplier's provision of the Products, as applicable. Supplier shall provide access to Supplier's books and records relating to the Products and such cooperation and assistance as may be reasonably requested by CBRE or any auditor in connection with any audit required herein. Supplier shall promptly remedy any deficiencies revealed by any such audit without charge to CBRE. Any amounts determined to have been charged by Supplier incorrectly or for non-conforming Products shall be refunded by Supplier immediately without additional cost to CBRE. This Section shall survive the expiration or termination of this PO or any other written agreement which governs the Products provided under the PO.

11. Indemnification. To the fullest extent permitted by Applicable Laws, Supplier will defend, indemnify and hold harmless CBRE, Client(s) and all of their respective employees, agents, successors and assigns, against all 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 Products; (b) any negligent act, error or omission or misconduct of Supplier or Supplier's employees, agents or lower tier suppliers; (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 Supplier to comply with any of Supplier's representations, warranties or other terms and conditions of a PO (including any part of these Global Terms and Conditions). The foregoing indemnity obligations of Supplier shall apply except to the extent arising from CBRE's sole or gross negligence or willful misconduct.

12. 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 Supplier's obligation to provide Products under the PO, the Parties agree that CBRE does not have an adequate remedy at law and CBRE is entitled to specific performance of Supplier's obligations under the PO.

13. Insurance. The minimum insurance coverages and limits set forth below are required of Supplier. If required by CBRE, Supplier must enroll, at Supplier's sole expense, in the CBRE vendor screening program which can be completed on the internet at <http://screening.cbre.com/>. Supplier shall provide, as part of the vendor screening process, a certificate of insurance that complies with the insurance requirements specified below covering all claims arising from the Products provided by Supplier. The insurance coverage and amounts specified below shall not act as a limitation of any liability which Supplier may have under 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 Supplier.	\$1,000,000 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

14. Termination.

- a. Supplier Insolvency. A PO may be terminated immediately by CBRE without liability to Supplier if any of the following events occur: (a) Supplier becomes insolvent; (b) Supplier files a voluntary petition in bankruptcy; (c) an involuntary petition in bankruptcy is filed against Supplier; (d) a receiver or trustee is appointed for Supplier; (e) Supplier needs accommodations from CBRE, financial or otherwise, in order to meet its obligations under the PO; or (f) Supplier executes an assignment for the benefit of creditors. Supplier 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 Supplier: (i) repudiates, breaches or threatens to breach any of the terms of the PO; (ii) fails or threatens not to provide the Products in connection with the PO; or (iii) 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 Products or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Supplier. Supplier 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 Supplier'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 terminate all or any part of a PO at any time and for any reason, without liability, fee or penalty, upon thirty (30) days' prior written notice to Supplier. Supplier shall be compensated only for the Products accepted up to the effective date of termination.

15. Set-Off; Recoupment. In addition to any right of offset or recoupment provided by law, all amounts due to Supplier will be considered net of indebtedness of Supplier 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 Supplier, in whole or in part, any amounts due to CBRE or its affiliates or subsidiaries from Supplier or its affiliates or subsidiaries. CBRE will provide Supplier with a statement describing any set-off or recoupment taken by CBRE.

16. Confidentiality. Supplier 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. Supplier shall use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from CBRE or Client as Supplier 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. Supplier 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, Supplier 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. Supplier'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 Supplier, 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 Supplier; (c) Supplier can establish by written documentation was properly in its possession prior to disclosure by CBRE or was independently developed by Supplier without use of or reference to the Confidential Information; or (d) is disclosed under legal process or other legal requirement provided Supplier agrees to cooperate in seeking reasonable protective arrangements requested by CBRE, and Supplier 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 Supplier 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).

17. No Publicity. Supplier will not advertise, publish or disclose to third parties (other than to Supplier's professional advisors on a need-to-know basis) in any manner the fact that Supplier has contracted to furnish CBRE the Products 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.

18. Independent Contractor. Nothing contained in the PO or these Global Terms and Conditions or in the relationship of Supplier and CBRE shall be deemed to constitute a partnership, joint venture, or any other relationship between Supplier and CBRE except for the independent contractor relationship described in these Global 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. Supplier's authority is limited solely providing the Products set forth in the PO in accordance with these Global Terms and Conditions. Nothing in the PO or these Global Terms and Conditions or in any Supplier subcontract shall create any contractual relationship or liabilities between any employee, agent or Supplier lower tier supplier (or any employee or agent of Supplier supplier) and CBRE or Client. Further, Supplier 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.

19. Conflict of Interest. Supplier represents and warrants that its performance of the PO will not in any way conflict with any continuing interests or obligations of Supplier or its employees or agents. Supplier further warrants that while the PO is in effect, Supplier and those of its employees and agents 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 Supplier's relationship with CBRE or its performance of the PO.

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

21. Governing Law; Jurisdiction; Venue. The PO is to be construed according to the laws of the jurisdiction stated in the applicable Country Specific Provisions. If no such jurisdiction is specified, the PO will be governed by the 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 of the Project Site 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.

22. JURY TRIAL WAIVER. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, CBRE AND SUPPLIER 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 GLOBAL TERMS AND CONDITIONS.

23. Limitation of Liability. CBRE SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS PO. CBRE shall have no liability to the Supplier (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.

24. Headings. The section headings appearing in these Global 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.

25. 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.

26. 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.

27. 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.

28. Waiver. No term or provision of these Global 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.

29. Severability. If any part, term, or provision of these Global 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 Global Terms and

Conditions did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.

30. 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.

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

32. 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 Supplier. No party other than the Parties to the PO and Client shall have any rights in the PO. Supplier 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, Supplier agrees to immediately notify CBRE of such claim.

33. 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 the provision of the Products, a Force Majeure Event shall not operate to excuse, but only to delay, the provision of the Products. 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.

34. 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.

35. Order of Precedence. In the event of any conflict or ambiguity between a PO, including these Global 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 Products to be provided;
- b. Any applicable Master Supplier Agreement or similar agreement between the Parties;
- c. Any applicable Country Specific Provisions;
- d. These Global Terms and Conditions;
- e. The Contract Documents; and
- f. Any Exhibits, Addenda or Schedules incorporated as part of the Purchase Order (except for Client specified flowdown requirements which shall take precedence over these Global Term and Conditions).