

**CBRE GLOBAL WORKPLACE SOLUTIONS**  
**CBRE 智达伟仕 (GWS)**  
**GLOBAL TERMS AND CONDITIONS (APAC)**  
**全球采购条款和条件 (APAC)**  
**OF PURCHASE (“GLOBAL TERMS AND CONDITIONS”)**  
**(“全球条款和条件”)**

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

本全球条款和条件在CBRE订单(定义如下)提及的情况下适用。

1. Definitions.

1. 定义。

In these CBRE Global Terms and Conditions the following words shall have the following meanings:

在本CBRE全球条款和条件中, 下列术语应具有下列含义:

- a. “Applicable Laws” means all applicable laws (including the common law), statutes, ordinances, rules, codes, and regulations governing Supplier, the Goods or Services 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, employment laws and any other applicable laws;
- a. “相关法律”指约束供应商、商品或服务及客户的所有相关法律(包括普通法)、制定法、条例、规章、法典和法规, 包括相关监管机构、政府机关、裁判所、机构部门或其任何分支, 或行使政府或与政府相关的行政、立法、司法、税务、监管或行政管理权力的其他相关实体的法律(包括普通法)、制定法、条例、规章、法典和法规, 包括但不限于进出口控制法、反腐败法、雇佣法和任何其他相关法律;
- b. “CBRE” means CBRE, Inc. – Global Workplace Solutions or any applicable CBRE affiliate identified in the PO;
- b. “CBRE”指CBRE, Inc. - 智达伟仕 (GWS) 或订单中确定的任何相关CBRE附属公司;

- c. “Client” means the CBRE client that owns, leases or occupies the property or facility where the Goods will be used or the Services will be performed;
- c. “客户”指持有有、租赁或占有据以使用商品或履行服务的财产或设施的CBRE客户；
- 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 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 Global Terms and Conditions;
- d. “保密信息”指CBRE或客户不被公众知悉且在披露时(不论通过口头、书面、视觉、电子或其他形式)确定为或供立商合理地理解为专有或保密及供立商(或其分包商或代理商)针对订单发现或了解到的任何信息。保密信息包括但不限于: (a) 商业计划、战略、预测、项目和分析; (b) 财务信息和费用结构; (c) 业务流程、方法和模型; (d) 雇员和供立商信息; (e) 材料、产品和服务规格; (f) 生产、采购、物流、销售和营销信息; 及 (g) 订单和本《全球条款和条件》;
- e. “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;
- e. “国别规定”指为了遵守订单签发地或履行地所在国家的相关法律、法规、立法或其他合规事项而纳入本《全球条款和条件》的任何补充条款和条件。
- f. “Goods” means goods, material, equipment or other personal property provided as a deliverable under the Purchase Order;
- f. “货物”指根据订单作为可交付物所提供的商品、材料、设备或其他动产；
- g. “Insolvency Event” means the occurrence of any of the following:
- g. “资不抵债事件”指发生下列任一事件：

- i. Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts;
- i. 供应商暂停或扬言暂停偿还其债务或在其债务到期时无法偿还或承认无能力偿还债务或（作为公司或有限责任合伙企业）被视为无力偿还其债务；
- ii. Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of Supplier;
- ii. 供应商开始与所有及任何类别的债权人进行谈判以重新安排其任何债务，或向其任何债权人（作为公司）提议或与之达成任何和解或安排，为了与一家或多家其他公司进行偿付能力合并或者重组除外；
- iii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Supplier with one or more other companies or the solvent reconstruction of Supplier;
- iii. 就公司供应商的停业清算提交诉状、发布通知、通过决议或下发命令，为了与一家或多家其他公司进行偿付能力合并或重组除外；
- iv. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Supplier (being a company);
- iv. 已向法庭申请或者已经下发为供应商（作为公司）指定破产管理人的命令或者如果发出意图指定破产管理人的通知，或者已经指定破产管理人；
- v. the holder of a qualifying floating charge over the assets of Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- v. 供应商（作为公司时）资产的浮动抵押持有人已有权指定或者已经制动一名破产管理接管人；
- vi. a person becomes entitled to appoint a receiver over all or any of the assets of Supplier or a receiver is appointed over all or any of the assets of Supplier;
- vi. 一人有权对供应商的全部或任何资产指定接管人，或已就供应商的全部或任何资产指定了接管人；

- vii. a creditor or encumbrancer of Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Supplier's assets and such attachment or process is not discharged within 14 days; or
  - vii. 供应商的债权人或不动产负担权益人扣押或占有其全部或部分资产，或者对其全部或部分资产使用或强制实施剥夺、执行、扣押或其他此类程序，且此类扣留或程序未在14天内解除；或
  - viii. any event occurs, or proceeding is taken, with respect to Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (viii) (inclusive) above.
  - viii. 发生任何事件或者在任何司法辖区中对供应商提起诉讼，其可能产生与上述第(i)至(含)第(viii)项所述事件同等或类似的影响。
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- h. "Party" or "Parties" means, as applicable, either CBRE or Supplier or CBRE and Supplier collectively;
  - h. "一方" 或 "双方" 视情况而定，指 CBRE 或供应商的单称或 CBRE 和供应商的合称；
  - i. "Price" means the price for providing the Goods or Services as stated in the Purchase Order;
  - i. "价格" 指订单所载提供货物或服务的价格；
  - j. "Purchase Order" or "PO" means the written order for Goods or Services from CBRE which incorporates by reference these Global Terms and Conditions;
  - j. "订单" 或 "PO" 指 CBRE 要求货物或服务且经提述合并本全球条款和条件的书面订单；
  - k. "Services" means the service deliverables specified in the Purchase Order;
  - k. "服务" 指订单中注明的服务可交付品；
  - l. "Supplier" means the person(s) or legal entity providing the Goods or Services to CBRE under the Purchase Order;
  - l. "供应商" 指根据订单向 CBRE 提供货物或服务的个人或法律实体；
  - m. "Taxes" means any and all sales, use, excise, value-added, goods and services, consumption, withholding and other similar taxes and duties that are imposed by

Applicable Law in connection with provision of Goods or Services under the Purchase Order;and

- m. “税费”指相关法律针对订单项下货物或服务提供所征收的任何及所有销售、使用、特种消费、增值、商品和服务、消费、扣缴和其他类似税费和关税；以及
- n. “Terms” means collectively these Global Terms and Conditions and any applicable Country Specific Provisions.
- n. “条款”合指本全球条款和条件及任何相关国别规定。

2. Offer; Acceptance; Exclusive Terms; Country Specific Provisions. **SIGNATURES ARE NOT REQUIRED. FORMAL ACCEPTANCE OF ANY PO AND/OR ITS SIGNATURE BY SUPPLIER IS HEREBY WAIVED BY THE PARTIES HERETO. ANY PERFORMANCE BY SUPPLIER 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 these Global Terms and Conditions 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 written agreement signed by the Parties (e.g. Master Service Agreement, Service Agreement, Supplier Agreement, and any Exhibits, Addenda or Schedules incorporated as part of the Agreement) will apply and govern the PO transaction. Any change, modification or alteration of these Global Terms and Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by an authorized signatory of CBRE. The Global Terms and Conditions 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.

2. 要约；接受；排他性条款；国别规定。 无需签字。本全球条款和条件的双方特此放弃供应商对任何订单的正式接受和/或签字。

供应商根据订单的任何履行应被视为供应商接受本全球条款和条件所有规定的证据。  
CBRE

向供应商签发的任何订单应适用本全球条款和条件，排除所有其他条款和条件（包括但不限于供应商于任何时间在任何文件中声称予以适用的任何条款或条件），但双方签署的任何书面文件（例如主服务协议、服务协议、供应商协议和合并作为协议一部分的任何附件、附录或附表）将予以适用并约束订单交易。对本全球条款和条件及针对任何货物或服务的任何陈述的任何变更、修订或变动，非经 CBRE 授权签字人明确书面同意不得生效。各订单的全球条款和条件包括（且如明确规定，被后者取代）订单中显示的订单签发国和/或供应商所在国的国别规定。

3. Delivery. Time is of the essence with respect to the performance of any PO issued by CBRE to Supplier. 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, Supplier shall use the least expensive carrier reasonably available. In the event Supplier fails to deliver the Goods within the time specified, CBRE may, at its option, decline to accept the Goods 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.

3. 交付。 对于CBRE向供应商签发的任何订单的履行而言，时间至关重要。货物必须按照时间表通过相关订单所述的承运人交付至订单所述的地点。CBRE保留权利退还在交付早于时间表收到的所有货物，并收取运费。如未明确交付时间表，应及时填写订单，通过最快捷的陆路交通方式进行交付。如订单未规定运输方式，供应商应使用合理可用的最便宜的承运人。如供应商未在规定时间内交付货物，CBRE可自行选择拒绝接受货物并终止订单。供应商应以恰当的集装箱包装所有物品，确保安全运输和操作。每个已交付集装箱必须加贴标签并标注以便在不开箱的情况下识别箱内物品，所有装箱盒和包装必须含有列明其内容的包装清单。CBRE的订单编号必须出现在所有运输、包装清单、交付票证和提单中。

4. Risk of Loss & Destruction of Goods. Supplier 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.

4. 货物灭失及毁损的风险。 在CBRE签收货物前，由供应商承担所有灭失风险。货物所有权于CBRE在指定目的地收取并签收货物时转移至CBRE。如订购货物在所有权转移至CBRE前发生毁损灭失，CBRE可自行选择取消订单，或要求交付相同数量和质量的替代产品。该等交付应在商业上可行的方式尽快履行。如货物发生部分损害，CBRE有权要求交付未损害的货物。

5. 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 Services; delivery and acceptance of the Goods; 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. 订单期限。 在不抵触 CBRE 终止权的情况下，订单的期限应于下列日期到期（以较迟者为准）：完成服务的日期；交付并签收货物的日期；向供应商发送订单之日起一年；或者如订单规定到期日期，以该日期为准。

6. Invoicing and Pricing. All invoices from Supplier must reference the PO number and in all respects 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 Goods or Services rendered pursuant to the PO must be received by CBRE no later than sixty (60) days after the date such Goods or Services are provided. Any invoices received by CBRE relating to Goods or Services provided more than sixty (60) days after the date such Goods or Services were provided shall not be due or payable by CBRE. For valuable consideration, the receipt of which is acknowledged by Supplier, Supplier agrees that failure by Supplier to invoice for Goods or Services 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, and arising out of the PO, against CBRE or Client or their respective officers, shareholders, directors, partners, employees or agents.

6. 账单和定价。 供应商的所有账单应注明订单编号，并在所有方面符合订单的所有条件。账单总额亦应包括单独列项的所有税费。CBRE

不负责任何商业活动税费、工资税或针对供应商收入或资产收取的税费。供应商承认并同意，CBRE 必须于提供货物或服务之日起不迟于六十（60）

日收到根据订单提供的货物或服务的账单。CBRE 于提供该等货物或服务之日起超过六十（60）日就已提供的货物或服务收到的任何账单，CBRE 可不予支付。

针对供应商已确认收到的有价对价，供应商同意，供应商未于前述六十（60）日期间内针对货物或服务开具账单，应构成供应商完全放弃任何普通法上或衡平法上的主张，且供应商放弃其针对 CBRE 或客户及其各自高管、股东、董事、合伙人、雇员或代理人提起产生于订单的任何普通法或衡平法上的诉讼。

7. 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. CBRE may withhold payment pending receipt of evidence, in the form and detail requested by CBRE, of the absence of any liens, encumbrances, or claims on Goods or Services provided under the PO. Notwithstanding anything to the contrary

contained herein, to the extent allowed by applicable law, CBRE shall have no obligation to pay Supplier for the Goods or Services that are not in dispute until CBRE has received payment from Client for such Goods or Services.

7. 付款。除非订单中规定不同的付款条款，CBRE

应于收到账单之日起六十（60）日内根据相关国别规定的任何付款条款（如有）支付相关账单。CBRE

在按照其要求的形式和详情收到证明根据订单提供的货物或服务不存在任何留置权、财产负担或主张的证据前可拒绝付款。

尽管本全球条款和条件有任何相反规定，在相关法律允许的范围内，在CBRE从客户收到付款前，CBRE没有义务就无争议货物或服务向供应商付款。

8. Changes. CBRE reserves the right to direct changes, or to cause Supplier to make changes, to the Goods or Services included under 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 Supplier will promptly implement any reasonable change requested by CBRE. Supplier 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, Supplier shall provide additional documentation relating to any change in specifications, price or time for performance.

8. 变更。CBRE 保留指示变更或促致供应商变更订单中所含货物或服务的权利。CBRE 亦保留权利

以其他方式变更订单项下的工作范围，包括与检验、测试或质量控制等事项相关的工作。所有变更应以书面文件记录，且供应商应及时履行 CBRE 要求的任何合理变更。

供应商必须于收到 CBRE 变更通知后十（10）日内要求对因变更产生的价格或履行时间进行任何合理调整。应 CBRE 请求，供应商应提供与规格、价格或履行时间变更相关的附加文件。

9. Warranties.

9. 保证。

a. Goods. Supplier warrants that all Goods provided will be new (and not used or refurbished), merchantable and fit for the use for which they are being provided by Supplier and will comply with all Applicable Laws. Further, Supplier warrants that all Goods delivered shall be free from errors, faults or defects in materials, workmanship and functional design and shall conform to all applicable performance specifications for a period of twelve (12) months from the date of acceptance by



CBRE or for the period provided in Supplier's standard warranty covering the Goods, whichever is longer. In addition, Supplier shall furnish to CBRE, Supplier's standard warranty and service guaranty applicable to the Goods. All warranties and guaranties shall be for the benefit of both CBRE and Client as a third party beneficiary and shall be registered in Client's name with the manufacturer. If CBRE identifies a covered warranty condition applicable to the Goods during the warranty period, CBRE will promptly notify Supplier of such condition and if possible, will return the Goods to Supplier, at Supplier's expense. Within five (5) business days of receipt of notification of the covered warranty condition, Supplier shall, at CBRE's option, either repair or replace such Goods, or credit CBRE's account for the same. Replaced and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

- a. 货物。 供应商保证，其提供的所有货物应为新货物（并非已使用或翻新）、具备适销性和供应商提供该等货物的适用性，且符合所有相关法律。此外，供应商保证，其交付的所有货物的材料、工艺和功能设计不含任何错误、故障或瑕疵，并符合所有相关性能规格，有效期为自 CBRE 接受之日起十二（12）个月期间或供应商货物标准保证书中规定的期限，以较长者为准。另外，供应商应向 CBRE 提供供应商适用于相关货物的标准保证和服务担保书。所有保证和担保应为使 CBRE 和作为第三方受益人的客户获益，且应以客户名义向制造商进行登记。如 CBRE 在保证期间发现适用于货物保证条件的情况，CBRE 应将该等情况及时告知供应商，并在可能情况下向供应商返还货物，费用由供应商承担。供应商应在收到触发保证条件的情况通知后五（5）个工作日内应根据 CBRE 的选择修理或更换该等货物，或将相关金额记入 CBRE 账户贷方。更换和维修货物的保证期为保证期间的剩余期间或六（6）个月，以较长者为准。
- b. Services. Supplier represents and warrants that all Services 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 Supplier. Further, Supplier represents and warrants that the Services shall be completed in accordance with the applicable drawings, plans, designs specifications and any other applicable requirements, including Applicable Laws and shall be correct and appropriate for the purposes contemplated in the PO. Supplier further represents and warrants that the performance of Services under the PO will not conflict with, or be prohibited in any way by, any other agreement or Applicable Laws to or by which Supplier is bound. In the event the Services do 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), Supplier shall re-perform the Services which fail to conform to the foregoing standard of care, provided CBRE gives Supplier written notice of such non-conformance.

- b. 服务。 供应商陈述和保证，所有服务应以专业且技术熟练的方式完成，其技能和注意程度应以供应商所在行业类似服务的专业提供方惯常使用的技能和注意程度为限。

此外， 供应商陈述和保证，应根据相关图纸、规划、设计、规格和任何其他相关要求（包括相关法律）完成服务，且符合订单所述目的。

供应商进一步陈述和保证，履行订单项下的服务不与约束供应商的任何其他协议或相关法律抵触或受其禁止。 如服务不符合上述注意标准（且除 CBRE 的所有其他权利外，包括提起损害赔偿之诉的权利），供应商应重新履行不符合上述注意标准的服务，但 CBRE 应书面通知供应商该等不合规之处。

10. Compliance with Laws; CBRE Supplier Code of Conduct. Supplier, and any Goods or Services supplied by Supplier, will comply with all Applicable Laws. Supplier shall be solely responsible for the health and safety of its employees, agents and subcontractors while on the premises of CBRE or Clients. All materials used by Supplier in the Goods or Services 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 and contractors, shall abide by this policy.

10. 遵守法律 ; CBRE

供应商行为准则。 供应商以及供应商供应的任何货物和服务应遵守所有相关法律。 供应商应对其雇员、代理人和分包方在 CBRE 或其客户的经营场所的健康和安全负责。 供应商在货物和服务中使用的所有材料应符合关于受限、有毒和危险材料的现行及相关政府和安全要求。 CBRE 已确立上述供应商行为准则，可访问 CBRE 网站（<http://www.cbre.com/suppliers>）获取，且供应商和供应商的雇员和承包方应遵守该政策。

11. Audit. Supplier shall retain and maintain accurate records and documents relating to performance of Services or provision of Goods until the longer of: (a) three (3) years after completion of the Services or delivery of Goods under the PO; (b) three (3) years after the termination or expiration of a signed agreement which governs performance under the PO (such as a Master Service Agreement); (c) the final resolution of all audits; (d) the conclusion of any litigation with respect to a signed agreement governing the PO, if any (such as a Master Service Agreement); 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 Supplier, to conduct financial, operational and technical audits of Supplier and its subcontractors to verify compliance with the terms and conditions of this PO, the accuracy of the charges invoiced by Supplier (and its subcontractors) and Supplier's performance of the Services or provision of Goods. Supplier shall provide access to Supplier's books and records relating to the Goods or Services and such cooperation and assistance as may be reasonably requested by CBRE, Client 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 or Client. Any amounts determined to have been charged by Supplier incorrectly or for non-conforming Goods or Services shall be refunded by Supplier immediately without additional cost to CBRE or Client. This Section shall survive the expiration or termination of this PO or any such other written agreement (such as a Master Service Agreement).

11. 审计。 供应商应保存并维持与履行服务或提供货物相关的准确记录和文件，直至 (a) 完成订单项下服务或交付订单项下货物后三 (3) 年；(b) 调整订单项下履行的已签署协议（如主服务协议）终止或到期后三 (3) 年；(c) 所有审计最终完成；(d) 针对调整订单的已签署协议（如主服务协议）的任何诉讼（如有）结束；或 (e) 相关法律要求的较长期间，以较长者为准。CBRE 或客户和/或 CBRE 或客户指定的审计人员有权提前不少于七 (7) 个工作日向供应商发出通知，要求在所有合理时间对供应商和其分包方进行财务、经营和技术审计，核实其是否遵守本订单的条款和条件、供应商（和其分包方）开立发票金额的准确性，以及供应商的服务履行和货物提供情况。供应商应准许其查看供应商的货物或服务相关账簿和记录，并提供 CBRE、客户或任何审计人员针对本全球条款和条件要求的任何审计所合理要求的合作和协助。供应商应及时补救任何该等审计暴露的任何不足，无需 CBRE 或客户承担任何费用。确定由供应商错误收取或针对非合规货物或服务收取的任何金额，供应商应立即返还，无需 CBRE 或客户承担额外费用。本条应于本订单或任何该等其他书面协议（如主服务协议）到期或终止后继续有效。

12. Indemnification. To the fullest extent permitted by law, Supplier 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 Services; (b) any negligent act, error or omission or misconduct of Supplier or Supplier'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 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.

12. 赔偿。在法律允许的最大范围内，对于因下列原因引起或导致的所有损害（包括但不限于直接、特殊和间接损害）、损失、索赔、债务和支出（包括合理律师费和其他专业费用、和解和判决），供应商应向CBRE、客户及其各自所有雇员、代理人、受让人和受让人进行赔偿、使其免受损害并为其提供辩护：(a) 未提供货物或服务；(b) 供应商或供应商的雇员、代理人或分包商的任何疏忽作为、错误或不作为或行为不当；(c) 对CBRE、客户、其各自的代理人或任何第三方造成的任何人身伤害（包括死亡）或财产损失；或 (d) 供应商违反或未遵守任何供应商的陈述、保证或订单的其他条款和条件（包括本全球条款和条件的任何部分）。非因CBRE自身过失或重大过失导致，供应商的前述赔偿义务应予以适用。

13. Remedies. The rights and remedies reserved to CBRE in the PO will be cumulative with and in addition to all other or legal or equitable remedies. In any action brought by CBRE to enforce Supplier's obligation to perform Services or provide Goods 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. 救济。CBRE在订单中保留的权利和救济应可累积并独立于所有其他法定或衡平救济。在CBRE为强制履行供应商根据订单履行服务或提供货物的义务而提起的任何诉讼中，双方同意CBRE根据普通法无法获得充分救济，且CBRE有权强制履行供应商在订单项下的义务。

14. Insurance. The following minimum insurance coverage and limits are required. Where insurance coverage and/or limits are mandated by local law or statute, local requirements apply subject to the minimum limits stated below. The insurance coverage and amounts specified below shall not act as a limitation of any liability which Supplier may have by virtue of the PO. All insurance policies must be issued on an occurrence form.

14. 保险。要求下列最低保险范围和限度。如当地法律或制定法规定保险范围和/或限度，应适用当地要求，但应符合下列最低限制。下列保险范围和金额不得被视为限制供应商根据订单应承担的任何责任。所有保险单必须以发生基础制签发。

| Type of Insurance  | Minimum Limits  |
|--|---|
| Commercial General Liability*, for bodily injury and property damage including contractual liability covering the indemnity obligations of Supplier. | US\$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.   | US\$2,000,000 combined single limit covering property damage and bodily injury  |
| Workers' Compensation  | Statutory   |
| Employer's Liability*  | US\$1,000,000 each accident, each employee, each disease – policy limit   |

| 保险类别                                     | 最低限度                                   |
|--|--|
| 商业综合责任险*, 针对人身伤害和财产损失, 包括涵盖供应商赔偿义务的合同责任。 | 每起事故合计5,000,000美元, 产品和完工操作责任合计、人身和广告伤害 |
| 机动车责任险*, 覆盖针对履行工作所使用的所有机动车。              | 2,000,000美元, 综合单一限额, 覆盖财产损害和人身伤害       |
| 工人赔偿                                     | 法定                                     |
| 雇主责任*                                    | 每起事故、每名雇员、每例疾病1,000,000美元 – 保单限额       |

*\* 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 Supplier.*

\*商业综合责任险、机动车责任险和雇主责任险限额的单独限额要求, 可依供应商认为适当的方式, 对基础保单限额和伞式超额责任保单限额进行任何合并以得到满足。

15. Termination.

15. 终止。

a. Supplier Insolvency. A PO may be terminated immediately by CBRE without liability to Supplier if any Insolvency Event occurs. 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.

a. 供应商资不抵债。 如发生任何资不抵债事件，CBRE可立即终止订单，且不向供应商承担任何责任。对于CBRE针对上述事件产生的所有费用，包括但不限于律师费和其他专业费用，供应商将向CBRE进行赔偿。

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 perform Services or provide Goods 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 Services or delivery of 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 performance of Services or provision of Goods 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.

b. 因违约或不履行而终止。 供应商发生下列任一情形的，CBRE可终止订单的全部或任何部分，且无需承担责任：(i) 拒绝履行、违反或扬言违反订单的任何条款；(ii) 未履行或提供或威胁不履行或提供订单项下的服务或货物；(iii) 未取得进展或满足合理质量要求，危及按时或适当完成或履行服务或交付货物，且在收到CBRE注明未履行或违约的书面通知后十（10）日（或根据情况具备商业合理性的更短期间）内未予以补救；或(iv) 达成或要约达成交易，出售其用以履行服务或提供货物的实质部分资产或可能导致变更供应商控制权的合并、股票或其他股权出售或交易。供应商应于达成

可能导致上述第 (iv) 项规定情形的任何谈判后十 (10) 日内通知 CBRE, 但应供应商请求, CBRE 应针对向 CBRE 披露的与该交易有关的信息达成适当的禁止披露协议。

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 Supplier. Supplier shall be compensated only for the Goods delivered and accepted or Services satisfactorily performed up to the effective date of termination.

c. 任意终止。除CBRE享有的撤销或终止订单的任何其他权利以外, 其还有权自行选择因任何原因随时向供应商发出书面通知立即终止订单的全部或任何部分, 无需承担任何责任、费用或罚金。供应商仅可就截至终止生效之日已交付和签收的货物及圆满履行的服务获得弥偿。

16. 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. 抵消; 扣减。

除法律规定的任何抵消或扣减权外, 应向供应商支付的所有款项应被视为不含供应商和其附属公司或子公司针对 CBRE 和其附属公司或子公司的负债。CBRE 将有权从所欠供应商的任何付款或其他债务中全部或部分抵消或扣减供应商或其附属公司或子公司所欠 CBRE 或其附属公司或子公司的任何款项。CBRE 将向供应商提供一份结算单, 说明 CBRE 所作任何抵消或扣减。

17. 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 to 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. 保密性。 供应商承认，其根据订单可能从 CBRE 或客户处收到保密信息，或为 CBRE 或客户开发保密信息，无论该等信息是否被标示或注明为保密。

供应商应以对待其自身不愿披露、公开或散布的专有和保密信息一样的相同注意和谨慎程度，避免披露、公开或散布从 CBRE

或客户获得的任何保密信息，但在任何情况下不得低于合理注意程度。

供应商同意不向他人披露或允许披露 CBRE

或客户的任何保密信息，或将其用于非订单所述目的。在订单到期或终止后，经 CBRE

请求，供应商应及时向 CBRE

交付含有保密信息或与保密信息有关的任何和所有文件和其他媒介，包括其所有无论何种形式的副本。

供应商在订单项下的保密义务应持续至向供应商披露保密信息最后一日后五（5）年，但 CBRE 书面规定较长期限的除外。保密信息不包括下列信息：(a) CBRE

披露时已为公众知悉的信息；(b) CBRE披露后非因供应商的过错而变得为公众知悉；(c)

供应商通过书面文件可证明在 CBRE

披露前已由其适当持有或由供应商在未使用或参照保密信息的情况下独立开发的信息；或

(d) 根据法律程序或其他法律要求披露的信息，但供应商应提供配合寻求 CBRE

要求的合理保护安排，且如供应商收到要求披露保密信息的任何传票或其他法律程序时，

应及时告知 CBRE。



尽管本全球条款和条件有任何相反规定，双方于订单之前达成的任何保密或禁止披露协议，非经订单明确变更，应继续有效，且如该协议和订单的条款发生冲突，应以更严格的条款为准。如 CBRE 善意认定供应商对本保密条款的违反或可能违反将对 CBRE 或 CBRE 与客户之间的协议造成无法补救的损害，（如法律允许）CBRE

可在不提供保证金的情况下直接向法院请求获得临时禁止令或其他形式的禁令救济。

18. 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 Goods or Services 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. 禁止公开。 在未事先取得 CBRE 书面同意的情况下，供应商不得向（除有必要知悉的供应商专业顾问外的）第三方以任何方式广告、公布或披露供应商已订立合同向 CBRE 提供订单中所列货物或服务，或订单的条款，或在任何新闻稿、广告或推介材料中使用 CBRE 的任何商标或商号。

19. 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 to performing the Services or providing the Goods 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 subcontractor (or any employee or agent of subcontractor) of 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. 独立缔约方。

订单或本全球条款条款或条件或供应商和CBRE的关系不得被视为在供应商和 CBRE 之间构成除本全球条款和条件所述独立缔约方关系外的合伙、合营或任何其他关系。订单并未赋予任何一方代表另一方或以另一方的名义承担或创设任何义务的权限。供应商的权限仅限于根据本全球条款和条件履行订单中所列服务或提供订单中所列货物。任何订单或本全球条款和条件或任何供应商分包合同均不得在供应商的任何雇员、代理人

或分包商（或分包商的任何雇员或代理人）与 CBRE  
或客户之间创设任何合同关系或责任。此外，供应商没有任何权限为或代表 CBRE  
或客户签署任何合同或协议，且并未获赋任何权利或权限代表 CBRE  
承担或创设任何义务或责任或做出任何明示或默示陈述、约定、协议或保证或以任何方式  
约束 CBRE。

20. 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 subcontractors. Supplier further warrants that while the PO is in effect, Supplier 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 Supplier's relationship with CBRE or its performance of the PO.

20. 利益冲突。

供应商陈述和保证，其履行订单不会以任何方式与供应商或其雇员或分包商的任何持续利益或义务发生冲突。供应商进一步保证，在订单生效期间，供应商及其参与订单履行的雇员和分包商不得从事合理预期对供应商与CBRE的关系或其履行订单可能造成利益冲突的任何活动。

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

21. 转让。 未经CBRE事先书面同意，供应商不得转让或委托其在订单项下的权利或义务。

22. 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 country in which the Services are performed or the Goods are delivered. 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 country in which the Services are performed or the Goods are delivered 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. 管辖法律；管辖权；审判地。订单应根据相关国别规定所述法域的法律进行解释。如未规定法域，订单受服务履行或货物交付所在国的法律管辖。

排除适用《联合国国际货物销售合同公约》的规定以及要求适用其他法律选择的任何冲突法规定。如供应商和 CBRE

之间针对订单产生任何争议，双方应及时通过谈判予以善意解决。

如双方无法通过谈判予以满意解决，双方同意履行服务或交付货物所在国的相关法院具有排他性管辖权，可就双方时间产生于订单或与订单有关的任何主张或争议进行审理并作出裁定。双方明确服从并提前同意该法院对向该法院提出的任何法律行动或诉讼的管辖权，且双方特此放弃其基于缺乏属人管辖权或不当审判地而提出的任何异议或抗辩。

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'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 for the Goods or Services in such 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.

23. 责任限制。对于产生于本订单或与本订单有关的任何特别、间接或结果损害赔偿，CBRE 不对供应商承担任何责任。CBRE

对产生于其履行或不履行订单，或针对任何其他义务/责任的损害赔偿或其他主张的责任总额，不应超过该订单中货物或服务的价格。对于任何利润损失、收入损失、生产损失、业务损失、商誉损失、声誉损失、机会损失、预期节省损失、差价损失、损失或支出的资产改进费用或未分摊管理费用，CBRE 不向供应商承担任何（直接或间接）责任。

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.

24. 标题。本全球条款和条件中出现的条款标题仅为方便和便于援引而设。其并非旨在且不得被视为定义、限制或扩展相关规定的范围或意图。

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.

25. 副本。订单及与其相关的所有文件，无论先前或此后提供，可通过任何摄影、光静电、微缩胶片、微型照相、数字存储或其他类似方法予以复制。

双方同意，任何该等复制在任何司法或行政程序中可充当原件作为证据使用，无论原件是否存在，无论是否由一方在其正常业务过程中进行复制，且对该复制文件得任何放大、传真或进一步复制仍可作为证据使用。

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.

26. 律师费。双方同意，在为强制履行本全球条款和条件规定而提起的任何诉讼中，胜诉方有权获得所有费用和支出，包括但不限于诉讼费和合理律师费。

27. Prevailing Language. In case of conflict between the English version and a locally translated version of this PO and its Global Terms and Conditions, the Parties acknowledge that the English version shall prevail.

27. 作准语言。如本订单及其全球条款和条件的英文版本和本地翻译版本有任何冲突，双方承认应以英文版本为准。

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.

28. 弃权。对本全球条款和条件任何条款或规定的弃权和违约免责，非经书面做成，并经主张放弃或同意的一方签署，不得被视为弃权或免责。任何一方对另一方违约行为的同意或弃权，无论明示或默示，不得构成对任何其他或随后违约行为的同意、弃权或免责。

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.

29. 可分割性。

如本全球条款和条件的任何部分、条款或规定经具有管辖权的法院最终判决认定为非法、无效或不可强制履行，则不得减损或影响剩余部分或规定的有效性，且对双方权利和义务的解释和强制履行应如同本全球条款和条件未含有被认定为非法、无效或不可强制履行的该特定部分、条款或规定。

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 proprietary information) shall survive the expiration or other termination of the PO of which these provisions are made a part.

30. 继续有效。

任何规定项下的所有义务和责任，如根据其性质延伸至任何订单到期或终止后，包括但不限于保证、赔偿、知识产权（包括专有信息的保护）应于该等规定构成其一部分的该订单到期或因其他原因终止后继续有效。

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 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.

31. 完整协议；变更。

除本全球条款和条件另有规定外，订单，连同其明确提及的附件、附表、补充或CBRE其他条款，构成供应商和CBRE针对订单规定事项的完成协议。订单仅可经双方授权代表签署书面变更书，或对于本全球条款和条件范围内的变更而言，经CBRE签署的订单变更书予以变更。

32. Currency. Payment will be made in the currency expressly stated in the PO; if no such currency is noted, payment will be made in currency of the country in which the Services are provided or the Goods are delivered.

32. 货币。

应按照订单中明确规定的货币进行付款；未规定付款货币的，则应按照提供服务或交付货物所在国的货币进行付款。

33. Order of Precedence. In the event of any conflict or ambiguity between (1) a PO, including these Global Terms and Conditions, (2) Master Service Agreement, Service

Agreement or Supplier Agreement, and (3) 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:

33. 优先顺序。 如 (1) 订单，包括本全球条款和条件，(2) 主服务协议、服务协议或供应商协议，和 (3) 合并作为订单一部分的任何附件、附录或附表之间存在任何冲突或歧义，应按照下列优先顺序解决该等冲突或歧义：

- a. The Master Service Agreement, Service Agreement, or Supplier Agreement and any Exhibits, Addenda or Schedules incorporated as part of the Agreement;
- a. 主服务协议、服务协议或供应商协议及合并作为协议一部分的任何附件、附录或附表；
- b. These Global Terms and Conditions;
- b. 本全球条款和条件；
- c. The Purchase Order, excluding these Global Terms and Conditions; and
- c. 订单，但不包括本全球条款和条件；及
- d. Any Exhibits, Addenda or Schedules incorporated as part of the Purchase Order Agreement (except when specifically constructed to take precedence over these Global Term and Conditions).
- d. 纳入订单协议作为其组成部分的任何附件、附录或附表（但明确解释为优先于本全球条款和条件的除外）。