

## CBRE GWS Standard Terms and Conditions for Project Works

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### Definitions:

In these Conditions the following expressions have the following meaning:

Affiliate:	Any entity that directly or indirectly controls, is controlled by, or is under common control with another entity and for these purposes “control” means having beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and “controls” and “controlled” shall be construed accordingly.
Client:	The person who has engaged CBRE for the execution of the Main Contract Works.
Commencement Date:	The date stated as such in the Order.
Conditions:	These standard terms and conditions.
Confidential Information:	<p>Any information which is not in the public domain or already prior to the commencement of the Main Contract in the possession of the Sub-Contractor, and which relates to CBRE’s or the Client’s (or their respective associated companies’) businesses, customers, financial, technical or other affairs of the business including, without limitation:</p> <ul style="list-style-type: none"> <li>(i) information relating to the marketing of goods or services including, without limitation, customer names and lists and other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, and advertising or other promotional materials;</li> <li>(ii) information relating to future projects, business development or planning, commercial relationships and negotiations; and</li> <li>(iii) any unpatented, secret, substantial and identified know-how, expertise, technical or other information including, without limitation, all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, techniques and specifications.</li> </ul>
Completion Date:	The date stated as such in the Order or if no such date is stated, the date agreed between the Sub-Contractor and the CBRE Project Manager.
Event of Force Majeure	Any act, event, circumstance or occurrence which is beyond the control of the party seeking to rely on the same to excuse performance and including (to the extent beyond the control of such party) war, riot, strike, lockout or other industrial action, fire, explosion, accident, flood, earthquake, sabotage or act of god, or inability to use the full capacity of facilities as a result of governmental entity action, power or materials necessary to perform its obligations under the Sub-Contract.
Intellectual Property Rights	Any and all intellectual property rights, including without limitation patents, registered designs, trademarks and service marks (whether registered or not), copyright, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, software, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Main Contract:	The contract concluded between the Client and CBRE in relation to the Main Contract Works.
Main Contract Valuation Date:	The date of the main valuation carried out on Site and typically set by the Client.
Main Contract Works:	The works carried out at the Site by CBRE under the Main Contract.
CBRE:	CBRE or any Affiliate which has issued the Order.
CBRE Project Manager:	The person notified from time to time by CBRE to the Sub-Contractor as the CBRE representative managing the Sub-Contract.
CBRE Group Company:	any Affiliate of CBRE, from time to time.
Order:	The order issued by CBRE setting out the particulars of the Works required to be performed by the Sub-Contractor and all other terms specific to the Works, and includes all documents referred to in it.
Site:	The actual place or places where the Works are to be performed by the Sub-Contractor.

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Sub-Contract:	The agreement concluded between CBRE and the Sub-Contractor, comprising these Conditions and the Order.
Sub-Contractor:	The person to whom the Order is addressed.
Works:	This works to be performed by the Sub-Contractor in accordance with the particulars set out in the Order (in the term includes any Bespoke Works referred to in clause 11).
Working Day:	A day other than a Saturday or Sunday or public holiday in the country where the Works are performed.

### 1. General

- 1.1. The headings of these Conditions shall not be deemed to be part of the Conditions or be taken into consideration in their 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 Sub-Contract shall be formed, and a binding contract shall exist to supply the Works, on the earlier of the Sub-Contractor indicating its acceptance of the Order (e.g. by a written or oral order confirmation) or commencing performance of the Order. CBRE retains the right to cancel the Sub-Contract as long as the Sub-Contractor has not yet commenced the implementation of the Sub-Contract. For the avoidance of doubt unless otherwise agreed in writing CBRE contracts only on these Conditions and any Sub-Contractor 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 Sub-Contractor's own business terms and conditions.

### 2. Appointment

- 2.1. Subject to and in accordance with the terms of the Sub-Contract, CBRE appoints the Sub-Contractor and the Sub-Contractor accepts the appointment as an independent contractor and agrees to provide the Works at the Site. CBRE reserves the right to appoint other sub-contractors in respect of other and similar works and/or related services. The Sub-Contractor shall for all purposes herein be deemed to be an independent contractor and shall unless otherwise expressly provided or authorised, have no authority to act for or represent CBRE in any way or otherwise be deemed and agent of the Company except as provided herein. Nothing in this Sub-Contract will be deemed to create a joint venture, partnership, agency or employee/employer relationship between CBRE and the Sub-Contractor's staff for any purpose. Nothing in the Sub-Contract will render the Sub-Contractor's staff an employee, director or partner of CBRE.

### 3. Main Contract

- 3.1. The Sub-Contractor shall be deemed to have full knowledge and understanding of the contents and requirements of the Main Contract.
- 3.2. The Sub-Contractor shall perform the Works so that no act, error or omission on its part shall cause or contribute to any breach by CBRE of the Main Contract and the Sub-Contractor shall carry out the Works in accordance with all the requirements (including all timescales, specifications and service levels) of the Main Contract and shall (except to the extent provided otherwise in the Sub-Contract) assume all of CBRE's obligations and liabilities under the Main Contract in relation to the Works.
- 3.3. The Sub-Contractor hereby acknowledges that a default, error, omission or breach of the Sub-Contract by the Sub-Contractor may result in liability for CBRE to third parties for damages, penalties, costs and expenses (including under the Main Contract and other contracts made by CBRE in connection therewith). All such liability is hereby agreed to be within the contemplation of the parties as recoverable losses of CBRE.

### 4. Price & Payment

- 4.1. The total price to be paid for the Works shall be the sum stated in the Order. Unless otherwise stated in the Order, the price will be:
  - 4.1.1. a lump sum price for the performance of the Works in their entirety;

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- 4.1.2. fully fixed for the duration of the Sub-Contract;
  - 4.1.3. inclusive of all charges for packaging (and the return thereof), packing, shipping, carriage, insurance, delivery, off-loading to the Site, installation, testing and/or commissioning, production of operating and maintenance manuals (and associated documents) and any duties, imposts or levies other than value added tax;
  - 4.1.4. subject only to adjustment in respect of changes to the Works in accordance with clause 10; and
  - 4.1.5. exclusive of any VAT or other applicable tax (which shall be payable by CBRE subject to receipt of a VAT or relevant tax invoice).
- 4.2. The Sub-Contractor is deemed to have considered the details of the Order and inspected the Site and to have satisfied itself regarding any circumstances, conditions or restrictions which may affect the Works and failure to fully consider instructions or information in the Order or to inspect the Site or take due note of prevailing conditions will in no way permit the Sub-Contractor to refuse to perform the Services or claim for any additional costs or expenses whatsoever.
- 4.3. The Sub-Contractor will be required to prepare and submit, within seven (7) days of a request by CBRE, a fully detailed and quantified schedule of rates summing to the sum stated on the Order, for agreement by CBRE. On acceptance by CBRE the quantities will be deleted and the rates used as the basis for pricing any variations to the Sub-Contract, which CBRE may instruct.
- 4.4. Subject to clause 4.5, the Sub-Contractor shall be entitled to invoice CBRE on or after the completion of the whole of the Works.
- 4.5. Notwithstanding clause 4.44, where the Order specifies that the Works shall be carried out in separate instalments, and subject to compliance by the Sub-Contractor with clause **Error! Reference source not found.**6 below, the Sub-Contractor shall be entitled to invoice either:
- 4.5.1. the amount specified in the Order for the relevant instalment; or
  - 4.5.2. if no such amount is specified, a pro-rata proportion of the Order price, following the completion of each instalment.
- 4.6. All valid VAT or relevant tax invoices must clearly detail the Works carried out and if requested full substantiating documentation including, but not limited to, signed engineers report sheets, maintenance check sheets, percentage of completion of each element of work, the value of materials and goods properly delivered to Site for incorporation into the Works, day works and any other documentation necessary to satisfy CBRE that the Works invoiced have been carried out in accordance with this Sub-Contract shall be delivered to CBRE within five (5) Working Days of request by CBRE.
- 4.7. Each invoice issued under this Sub-Contract must be supplied in the format required by CBRE and will in any event contain the following information:
- 4.7.1. the number of the Order;
  - 4.7.2. the address of the Site to which the Works relate;
  - 4.7.3. the period to which the invoice or Application relates;
  - 4.7.4. a breakdown of the Work completed.
- 4.8. The Sub-Contractor must issue his invoice(s) within thirty (30) days of the services/works being completed. Any invoice received after sixty (60) days of the Works being completed will not be accepted by CBRE
- 4.9. Unless otherwise stated in the Sub-Contract, CBRE shall pay correctly submitted invoices within sixty (60) days after the end of the month of receipt by CBRE of such invoice or, if later, after acceptance by CBRE of the Services to which the invoice relates.
- 4.10. For the avoidance of doubt CBRE shall not be obliged to make payment in the absence of a valid VAT or relevant tax invoice and the Sub-Contractor shall not be entitled to exercise its rights under Clauses 4.16 or 4.17 unless and until such a valid VAT or relevant tax invoice has been received by CBRE.
- 4.11. Where applicable, the provision of accurate test records, as manufactured drawings and full operating and maintenance manuals shall be a condition precedent to final payment. CBRE reserves the right to withhold payment of such sums as it deems necessary to obtain these documents from other commercial organisations.
- 4.12. Notwithstanding anything else stated herein if any party in the contractual chain, for which the Works form a part, becomes insolvent then CBRE will not be required to make any further payments to the Sub-Contractor until such time and to such extent as CBRE receives further payment from the Client in respect of the Works.
- 4.13. Notwithstanding any right entitling the Sub-Contractor to payment CBRE shall be entitled to deduct from or set off against any money (including retention monies) due to the Sub-Contractor, whether under the Sub-Contract or any other contract or order or arrangement between the parties, any sum or sums for which the Sub-Contractor is liable to CBRE under the Sub-Contract or any other contract or order or arrangement between the parties.
- 4.14. Where appropriate retention shall be deducted at the agreed rate or at the rate included within the Main Contract and shall be released to the Sub-Contractor at the end of the defect liability period provided that the Sub-Contractor has rectified all known defects.
- 4.15. The final payment shall evidence full and final settlement of all sums due to the Sub-Contractor in respect of the Sub-Contract but shall not relieve the Sub-Contractor of any of his remaining responsibilities or liabilities under the Sub-Contract.

- 4.16. In the event that CBRE fails to pay the amount certified under this clause 4 by the Final date for Payment and such failure shall continue for seven (7) days after the Sub-Contractor has given to CBRE written notice of his intention to suspend performance of his obligations under the Sub-Contract specifying the grounds on which it is intended to suspend performance then the Sub-Contractor may suspend such performance of his obligations under the Sub-Contract until payment is made in full.
- 4.17. If CBRE fails to make any payment when due, the Sub-Contractor shall be entitled to be paid compensation and charge simple interest on the overdue amount at the applicable legal interest rate 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 Sub-Contractor.
- 4.18. In the event of the Sub-Contractor's insolvency then CBRE shall not be obliged to pay any sum due to the Sub-Contractor and CBRE may enter into commercial relationship with any other professional to complete the Works and perform the Sub-Contractor's obligations under this Sub-Contract.

## **5. The Sub-Contractor's General Obligations**

- 5.1. Without affecting the general nature of clause 3, the Sub-Contractor shall provide the Works:
  - 5.1.1. with reasonable skill, care and diligence;
  - 5.1.2. in accordance with the Order and other terms of the Sub-Contract;
  - 5.1.3. in accordance with all instructions issued by CBRE; and
  - 5.1.4. in a timely and professional manner.
- 5.2. The Sub-Contractor shall use reasonable skill, care and diligence to ensure compliance with:
  - 5.2.1. all applicable laws and regulations, Site rules, safety and security procedures notified by CBRE or the Client and all health, safety and hygiene regulations required by law, or which otherwise form an industry standard (including, but not limited to, any applicable safety guidance and recommendations approved or published by any competent government authorities);
  - 5.2.2. any manufacturer's guarantees or recommendations; and
  - 5.2.3. any rules and regulations issued by the Client to the CBRE governing the performance of the Main Contract Works at the Site.
- 5.3. The Sub-Contractor shall provide all resources necessary to carry out and complete Works.
- 5.4. The Sub-Contractor shall ensure that its employees, agents and contractors are fully aware of all of the matters referred to in clause 5.2 and shall procure compliance by its employees, agents and contractors with all such rules, procedures and requirements.
- 5.5. Without prejudice to the generality of clause 5.2.1, the Sub-Contractor shall ensure that it holds and that all of its employees, agents and contractors hold all relevant licences, permits and authorisations to allow the lawful performance of the Works at all times. If difficulties arise due to the negligence of the Sub-Contractor in this respect, CBRE reserves the right to terminate with immediate effect the Sub-Contract and furthermore to recover the extra costs incurred and any fines from the Sub-Contractor.
- 5.6. The Sub-Contractor shall have access only to such parts of the Site as are reasonably necessary for the purpose of providing the Works and shall ensure that its employees, agents and contractors do not enter other parts of the Site.
- 5.7. The Sub-Contractor shall without additional cost, provide upon request suitable facilities/attendance in order that CBRE or the Client may make detailed inspection and measurement of the Works during the Sub-Contract at all reasonable times.

## **6. Progress**

- 6.1. The Sub-Contractor shall provide to CBRE a programme for the performance of the Works within five (5) Working Days from the date of the Order. The programme must comply with any dates stated upon the Order and with any Main Contract programme. Such programme will not be accepted by CBRE until such time as CBRE's Project Manager confirms so in writing.
- 6.2. The Sub-Contractor shall proceed regularly and diligently with the Works in accordance with the Sub-Contract so that the Works are completed by the Completion Date and in accordance with any programme agreed for the Works (including any milestone or sectional completion dates) and in such order, manner and time that they do not delay completion of the Main Contract Works or any portion thereof by the practical completion date, or any other such dates as may be stated, so that CBRE shall not suffer any damage, loss or expense arising out of any failure by the Sub-Contractor to comply with his contractual obligations relating to programme, progress or completion.
- 6.3. The Sub-Contractor will maintain full co-operation with CBRE and other sub-contractors during the execution of the Works. The Sub-Contractor shall cause the minimum level of disruption reasonably possible in performing the Works and shall keep CBRE advised in good time of any significant disruption that may arise.
- 6.4. Unless the Sub-Contract specifies otherwise or CBRE otherwise requires, the Sub-Contractor shall submit regular progress reports (at least on a monthly basis but where requested by CBRE either weekly or fortnightly) to CBRE showing:
  - 6.4.1 Actual progress made to date;

- 6.4.2 Comparison of progress against the agreed programme for the Works;
  - 6.4.3 Estimated value of the part of the Works completed to date;
  - 6.4.4 Outstanding issues to be resolved;
  - 6.4.5 Forecast completion date for the Works; and
  - 6.4.6 Forecast total price at completion of the Works.
- 6.5 Additionally, the Sub-Contractor will comply with any requests from CBRE to record and demonstrate the progress of the Works both on and off the Site as to continuously compare actual performance with the progress required to achieve the Completion Date and any programme agreed for the Works (including any milestone or sectional completion dates) and/or the Main Contract programme or any other such dates as may be stated or agreed.
- 6.6 The parties hereto shall throughout the performance of the Works meet with such frequency as is specified or as may be reasonably required by CBRE, in order to monitor the progress of the Works, agree the effect of variations or deal with any other matters whatsoever arising under or in connection with the Sub-Contract. The Sub-Contractor may also be required to complete a detailed site log, the format of which is subject to prior agreement by CBRE.
- 6.7 If and when it becomes reasonably apparent that the commencement, progress or completion of the Works is, or is likely to be delayed, the Sub-Contractor shall forthwith (no later than three (3) days of becoming aware) give written notice to CBRE of the material circumstances including the cause or causes of the delay and the anticipated effect and length of the delay, together with an estimate of the expected delay, if any, in the completion of the Works.
- 6.8 Subject to clause 6.9 and subject to the Sub-Contractor giving notice in accordance with clause 6.7, an extension of time to the Completion Date may be granted by CBRE if the delay notified by the Sub-Contractor is caused by any reason which enables CBRE to obtain an extension of time for completion of Main Contract Works under the Main Contract or is due to CBRE's default or other act of prevention or cause for which CBRE is liable. No extension of time shall be deemed to have been granted to the Sub-Contractor until confirmed in writing by CBRE. Alternatively, CBRE may instruct the Sub-Contractor to adopt special measures to overcome the effects of this delay.
- 6.9 The Sub-Contractor shall not be entitled to any extension to the Completion Date (or any milestone or sectional completion dates contained within any programme) in respect of any variation, suspension or delay caused by default of the Sub-Contractor.
- 6.10 CBRE shall notify the Sub-Contractor if CBRE deems that the rate of progress of the Works or any part thereof is too slow to meet the Completion Date (or any milestone or sectional completion dates contained within any programme) where this is not due to circumstances for which the Sub-Contractor is entitled to an extension to the Completion Date. Following receipt of such notice the Sub-Contractor shall at its own cost take such corrective measures as are in the reasonable opinion of CBRE necessary or prudent to remedy the likely delay and shall demonstrate the same to the reasonable satisfaction of CBRE.
- 6.11 Should progress of the Works be delayed beyond the agreed Completion Date or any extension thereof, as a result of any act, omission or default of the Sub-Contractor, the amount of liquidated and ascertained damages payable to the Client and/ or any direct loss or expense suffered or incurred or likely to be suffered or incurred by CBRE shall be deducted from the price agreed for the Works, or otherwise recovered as an outstanding debt to CBRE.
- 6.12 All timescales and dates in a Sub-Contract must be met by the Sub-Contractor. 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 Sub-Contract without affecting any other of CBRE's rights or remedies.

## **7. Measurement of Work Executed**

- 7.1. The Sub-Contractor will, on request, carry out and submit for consideration such measurements and other calculations as necessary to agree any Application with CBRE to the satisfaction of the CBRE Project Manager (and where applicable CBRE's Client).
- 7.2. The Sub-Contractor shall give adequate written notice to CBRE before the covering up of any work which requires inspection and / or measurement.
- 7.3. Should the Sub-Contractor fail to give such notice, he is to uncover the work as required and reinstate and make good afterwards all at his own expense.
- 7.4. Unless otherwise stated within the Order the Sub-Contract will not be subject to re-measure.

## **8. Equipment, Facilities and Resources**

- 8.1. The Sub-Contractor shall, at his own expense, provide all the Sub-Contractor's equipment necessary for the proper execution of the Works and shall keep the Sub-Contractor's equipment in good repair and safe condition. CBRE shall not be required to provide any facilities, services, materials, equipment, tools or any other matter for the performance of the Works unless specifically set out in the Order.

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- 8.2. The Sub-Contractor shall be responsible for supplying all goods which are supplied as part of the Works adequately protected to prevent accidental damage during the course of the Main Contract Works and until such time as a certificate of practical completion is issued.
- 8.3. The Sub-Contractor shall provide all human and technical resources useful and/or necessary (at the Sub-Contractor's expense) to execute and complete the Works in accordance with any programme and/or as indicated in the Order.
- 8.4. CBRE may at any time, upon giving reasonable notice, examine and copy those of the Sub-Contractor's books, records and accounts which relate to the provision of the Works.
- 8.5. The Sub-Contractor shall, following receipt of reasonable notice from CBRE, allow, during normal business hours, employees and/or other representatives of CBRE and/or the Client to have access to anywhere reasonably necessary (including areas of work, manufacturing places, vehicles, offices) for any purpose reasonably associated with the Sub-Contract, including assessing the Sub-Contractor's quality assurance procedures and auditing the compliance of the Sub-Contractor with the requirements of the Sub-Contract.
- 8.6. Representatives of CBRE and/or the Client may undertake unannounced inspections of the Works being performed and interview the Sub-Contractors employees, agents and contractors on Site in order to monitor the Works. Inspections do not release the Sub-Contractor from any liability and the Sub-Contractor cannot derive any rights from the results of an inspection or examination, or the continued omission thereof.

### 9. Instruction

- 9.1. Any instructions, drawings, specifications or other information required to be provided to the Sub-Contractor and related to the Works will be issued in writing by CBRE.
- 9.2. The Sub-Contractor will promptly execute any instructions issued to him by CBRE within the existing agreed timeframe for the Works or such other period as may be agreed.
- 9.3. The Sub-Contractor must ensure that any instructions, drawings, specifications and any other information relating to his work received from any other source other than CBRE shall not be acted upon until written confirmation of instruction has been sought by the Sub-Contractor and issued by CBRE.
- 9.4. The Sub-Contractor will be held responsible for the consequences (including costs and delays) of any unauthorised deviation from the drawings, specification and other information issued to him by CBRE.
- 9.5. Instructions which will constitute a variation to the Sub-Contract shall be subject to valuation in accordance with clause 10 of this document.
- 9.6. No instruction issued by CBRE to the Sub-Contractor shall vitiate or invalidate the Sub-Contract.

### 10. Variations

- 10.1. No variations or extra works of any kind are to be carried out without prior written instruction by CBRE. However, CBRE may, without invalidating this Sub-Contract, issue instructions requiring an addition to, omission from, or other change in the Works or the order or period in which they are to be carried out and may instruct the Sub-Contractor to comply with any instruction prior to any price or programme implication being agreed.
- 10.2. Within five (5) Working Days of receipt of an instruction from CBRE, the Sub-Contractor shall advise the CBRE Project Manager in writing the associated cost and programme implications associated with the instruction. Should circumstances beyond the Sub-Contractor's control prevent adherence to the aforementioned timescale, then the Sub-Contractor is to submit budget costings and indicative programme implications within five (5) Working Days to be followed by confirmation of firm details as soon as is reasonably possible. Variations will not be admissible as a result of any error in the Order price in respect of quantities or interpretation.
- 10.3. Any instruction issued under clause 10.1 shall be valued by CBRE on a fair and reasonable basis using any relevant prices in the Order or any schedule of rates submitted by the Sub-Contractor which have been agreed by CBRE. In situations where there is no relevant prices in the Order or an agreed schedule of rates, the Sub-Contractor will be required to demonstrate that his submitted rates have been calculated in accordance with the principles of his Order price by production of cost invoices, timesheet and mark-up/ profit allowances. Any such prices will be subject to agreement by CBRE and/or the Client as applicable. Any variation or extra work shall not give rise to any price adjustment if the Sub-Contractor could or should have anticipated.
- 10.4. Where the Sub-Contractor considers that the nature of variation work would preclude proper measurement for valuation purposes he may, prior to commencement, make written application to CBRE within seven (7) days minimum of the proposed commencement of the works, for permission to execute the works on a day work basis. In the absence of prior agreement, it will be for CBRE to determine the correct method of valuation to arrive at a fair and reasonable price.

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- 10.5. Where it is agreed that the work shall be carried out as day works it is the Sub-Contractor's responsibility to familiarise himself with the correct procedure, timescale for submission etc. and to fully comply with such requirements. The rates used shall be fair and reasonable and will be agreed with CBRE in good faith.
- 10.6. Where in the opinion of the Sub-Contractor, the nature or extent of a variation instruction will result in an extension of time being required for completion of the additional works, or of the Works as a whole, the Sub-Contractor shall immediately notify CBRE in writing in accordance with clause 6 of this Conditions.
- 10.7. It should be noted that a variation order/ instruction which deletes work contained within the original Order may result in the date for completion in the agreed programme being advanced.

### 11. Intellectual Property Rights

- 11.1. All Intellectual Property Rights in or arising out of any goods, materials, designs, drawing and specifications provided by CBRE in connection with the Sub-Contract shall remain at all times vested in, and the property of, CBRE. Where designs, products, or any developments are specifically produced or developed by the Sub-Contractor for CBRE ("Bespoke Works") in connection with this Sub-Contract, all Intellectual Property Rights in such Bespoke Works shall be the exclusive property of CBRE. Any fee for this is considered to be included in the agreed total price of the Works to be performed by the Sub-Contractor per the Agreement.
- 11.2. The Sub-Contractor 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 Works 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 Works. At the request of and at no additional cost to CBRE, the Sub-Contractor 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 Works in CBRE.
- 11.3. The Sub-Contractor 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 Works by CBRE or the Client infringes the confidentiality or other Intellectual Property Rights of the said third party.
- 11.4. The parties agree that the Bespoke Works (and all other things in which CBRE holds the Intellectual Property Rights pursuant to clause 11.1):
  - 11.4.1. may only be used by the Sub-Contractor as necessary to perform the Sub-Contract; and
  - 11.4.2. shall not be made available to any third party (other than the Client where required under the Main Contract) without CBRE's prior written consent.

### 12. Confidentiality

- 12.1. The Sub-Contractor shall not during or after termination of this Sub-Contract use (other than in the performance of this Sub-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:
  - 12.1.1. 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
  - 12.1.2. CBRE's Confidential Information where the Sub-Contractor has obtained the prior written consent of CBRE to such disclosure.
- 12.2. The Sub-Contractor 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 Sub-Contractor in this Sub-Contract. The Sub-Contractor 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 Sub-Contractor is a party to such agreements, shall take all steps necessary to enforce such agreements.
- 12.3. The Sub-Contractor shall not publicise or disclose the existence or content of this Sub-Contract, its relationship with CBRE, or CBRE's relationship with the Client, without the prior written agreement of CBRE.
- 12.4. The Sub-Contractor 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 Works, 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 Sub-Contract.
- 12.5. 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 this Sub-Contract.

12.6. Any Confidential Information shall be returned to CBRE or deleted by the Sub-Contractor at the request of CBRE.

### 13. Data Protection

13.1. In performing the Sub-Contract, the Sub-Contractor shall comply with the General Data Protection Regulation (EU 2016/679) (hereinafter 'GDPR') and shall do nothing (or refrain from doing something) that could cause CBRE or the Client to violate its obligations under the GDPR. Where personal data (as defined in the GDPR) is provided to the Sub-Contractor in connection with an Order, the Sub-Contractor shall only process any such personal data for the purposes of providing the relevant Work (and for no other purpose whatsoever) and in accordance with CBRE's written instructions from time to time. The Sub-Contractor shall also implement, and at all times maintain, appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing and accidental loss or damage. The Sub-Contractor also agrees not to transfer the personal data to countries outside the European Union.

Along with these Conditions, the Sub-Contractor acknowledges and shall comply with the Privacy Policy of CBRE, to be consulted at [www.cbre.be/en/about-cbre/privacy-policy](http://www.cbre.be/en/about-cbre/privacy-policy). The Sub-Contractor agrees that CBRE or the Client may collect, store and use Sub-Contractor's data, including personal data, for the purpose of facilitating its marketing and sale of the products, and the Sub-Contractor hereby consents to such collection, storage and use of Sub-Contractor's data by CBRE or the Client and entities related with them for these purposes.

### 14. Non-Solicitation

14.1. In order to protect the value of CBRE's client contacts, the Sub-Contractor undertakes, in relation to any works similar or connected to the Works, during the term of this Sub-Contract and for 12 months thereafter not to directly or indirectly (including through any associated companies or other associated individuals) solicit orders from, supply, quote, tender or carry out any works whatsoever for the Client. Should the Client approach the Sub-Contractor, the Sub-Contractor will refuse any such approach and refer the Client to CBRE. If the Client will only deal with the Sub-Contractor, the Sub-Contractor shall pay to CBRE a commission of an amount equal to the amount that CBRE would have earned on the transaction had the supply been made through CBRE.

### 15. Liability, Insurance and Indemnity

15.1. The Sub-Contractor shall be liable for and shall indemnify and keep indemnified CBRE and each CBRE Group Company, together with all directors, officers, employees and agents of CBRE or any relevant CBRE Group Company ("Indemnified Parties") 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 Sub-Contractor's breach of the Sub-Contract or negligence or otherwise arising out of or in connection with this Sub-Contractor's, its employees, directors, contractors or agents activities in relation to this Sub-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 and (v) losses arising under the Main Contract or otherwise suffered or incurred by the Client where any act or omission of the Sub-Contractor causes CBRE to breach the Main Contract. Subject to obtaining the prior written consent of CBRE, each Indemnified Party and the Client shall be entitled, in their own right to the benefit of and to enforce the provisions of this clause 15.1.

15.2. Subject to clause 15.4, CBRE shall not be liable to the Sub-Contractor, or to any of the Sub-Contractor's employees, agents or contractors, for any damages and/or compensation in respect of claims for personal injury or death suffered by any of the Sub-Contractor's employees or other staff. Subject to clause 15.3, the Sub-Contractor shall indemnify and keep indemnified the Indemnified Parties 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 an Indemnified Party in connection with such claim.

15.3. The indemnities in clauses 15.1 and 15.2 shall not apply to any damages, losses, liabilities, costs and expenses:

- 15.3.1. to the extent caused by the negligence or wilful act or omission of CBRE; and
- 15.3.2. to the extent caused by any breach or non-performance by CBRE of this Sub-Contract.

15.4. Nothing in this Sub-Contract shall exclude or restrict the liability of either party to the extent prohibited by law and in particular nothing in this Sub-Contract shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by law, or for fraudulent misrepresentation or other fraud.

15.5. The Sub-Contractor shall take out and keep in force with reputable insurance companies authorised to do business where the Works are provided suitable Employers Liability, Contract Works, Public and Products Liability insurance and other insurance that may be required or advisable to cover its potential liabilities under this Sub-Contract and shall demonstrate evidence of the same to CBRE at all reasonable times. The amount for each type of insurance shall be no less than EUR 5.000.000,00 (or an equivalent amount in the local currency where Services are ordered) unless CBRE agrees in writing to a different figure. Where the Works involve design, then the Sub-Contractor shall also take out and keep in force Professional Indemnity insurance for an amount of no less than EUR 5.000.000,00 (or an equivalent amount in the local currency where Services are ordered).



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- 15.6. The insurance policies specified in clause 15.5 shall not have any unusual or onerous conditions, exclusions or limitations which may detrimentally affect the Sub-Contractors ability to make a claim.
- 15.7. The Sub-contractor shall ensure that CBRE's interest is noted on each insurance policy.
- 15.8. The Sub-Contractor must, prior to commencing the Works, ensure that the current copies of such insurance Certificate(s) are provided to CBRE. On written request of CBRE, the Sub-Contractor shall produce to CBRE satisfactory evidence of the insurance arrangements in this clause 15 within twenty-four hours of being so requested.
- 15.9. If the Sub-Contractor is in breach of its obligations under this clause 15, CBRE may take out all or some of such insurances to cover equivalent risks and CBRE may deduct from any sums due to the Sub-Contractor or otherwise recover from the Sub-Contractor the costs and expenses incurred.
- 15.10. The Sub-Contractor shall during the term of the Sub-Contract and for a period of twenty-four (24) months thereafter;
  - 15.10.1. maintain the insurance policies stipulated in clause 15.5 above;
  - 15.10.2. refrain from any acts that may invalidate the insurance policies or prejudice CBRE's entitlement or any other interests of CBRE concerning the insurance policies; and
  - 15.10.3. procure that the terms of such insurance policies are not altered in such a way as to diminish the benefit of the insurance policies for CBRE.

### 16. Goods and Materials supplied by the Sub-Contractor

- 16.1. All goods and/or materials supplied as part of the Works shall be as specified in, and comply with the requirements of, the Order. Where standards of quality are not specified for the goods and/or materials in the Order, such goods and/or materials shall be of the best available quality suitable for the purposes for which they are intended and shall comply with the latest standards, regulations and laws applicable in the country where the Works are provided or where the Main Contract is applicable.
- 16.2. The Sub-Contractor 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 Works shall extend to CBRE and the Client, or shall be capable of transfer to CBRE or the Client.

### 17. Ownership, Title and Risk

- 17.1. Ownership and title in all products, goods and materials supplied under the Sub-Contract shall pass to CBRE on delivery. CBRE accepts no retention of title. The Sub-Contractor waives all rights and powers to which it could be entitled under the lien or the right of return.
- 17.2. Ownership and title in items issued to the Sub-Contractor on a "free issue" basis by CBRE shall remain with CBRE at all times. Risk of loss of or damage to any such items shall pass to the Sub-Contractor on delivery and shall remain at the Sub-Contractor's risk until returned to the custody of CBRE. The Sub-Contractor shall be responsible for all costs of replacement or repair of items lost or damaged prior to their return to CBRE.

### 18. Site Attendance

- 18.1. If the Sub-Contractor is required to attend the Site for any activity whatsoever, it is a condition of the Sub-Contract that it and all its employees, agents and contractors have read, understood and fully comply with the CBRE Health and Safety Rules for Contractors (which is available upon request) and any applicable rules of the Client, prior to and during the execution of any Works on Site.
- 18.2. The Sub-Contractor is responsible for arranging access to the Site. This must be arranged by the Sub-Contractor through a CBRE representative at least 48 hours prior to a visit. CBRE will not be held responsible for any costs incurred by the Sub-Contractor for failure to arrange access. CBRE cannot guarantee that car parking is available on Site and no additional costs will be accepted in respect of car parking and/or any other travel related costs.

### 19. Supervision

- 19.1. At all times during the carrying out of the Works the Sub-Contractor shall provide all necessary supervision to ensure the proper execution of the Works and shall have a competent person in charge on the Site who shall be authorised to accept instructions and directions on behalf of the Sub-Contractor.
- 19.2. The Sub-Contractor shall provide such evidence as CBRE may reasonably require relating to the suitability and competence of any person employed by the Sub-Contractor in the performance of the Works. CBRE shall have the right to require the Sub-Contractor to provide a competent substitute for any person so employed who in CBRE's opinion is incompetent, negligent or otherwise unsuitable. For the avoidance of doubt, should the Sub-Contractor be unable to satisfy CBRE that in CBRE'S reasonable opinion any person is suitable, then CBRE will have no alternative but to refuse entry and/or commencement of the Works and/or cease the progress of the Works. In these circumstances, CBRE shall not be responsible for any abortive or additional costs the Sub-Contractor may incur as a result. Furthermore, should CBRE incur any costs, either itself or from third parties (including the Client), then such costs will be deducted from the Sub-Contractor in accordance with clause 4.13.

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### 20. Drawings

- 20.1. Where applicable, the Sub-Contractor will be required to provide as manufactured/ as installed drawings progressively throughout the Sub-Contract, and for final submittal to meet CBRE and their Client's satisfaction, within one month of completion of the Sub-Contract.
- 20.2. Unless otherwise stated within the contract documentation all drawings are to be in the approved CBRE format bearing the standard CBRE logo to allow direct submission to the Client for record information.

### 21. Defects Liability

- 21.1. Unless otherwise stipulated the defects liability period applicable to the Works will be twelve (12) months from the date of practical completion for the whole of the Main Contract Works. Any defects, shrinkages or other faults in the Works, which appear before expiry of the defects liability period or any materials or workmanship not in accordance with the contract specification, or frost damage occurring before practical completion of the Main Contract Works, shall be specified in a schedule of defects. As soon as possible after receipt of such schedule, the defects, shrinkages and other faults therein specified shall be made good by the Sub-Contractor (unless CBRE shall otherwise instruct in writing) entirely at the Sub-Contractor's cost.

### 22. Warranties and Bank Guarantee

- 22.1. Where so stated in the Sub-Contract Order or required as an obligation of the Main Contract, the Sub-Contractor shall within fourteen (14) days of any such request by CBRE provide CBRE with an irrevocable Bank Guarantee executed as a deed from an international bank with an office in Europe with an "A" rating and acceptable to CBRE on terms acceptable to CBRE. If the Sub-Contractor should fail to provide the required Bank Guarantee, then CBRE shall be entitled to withhold payment equal to the value of the Bank Guarantee until the end of the defects liability period.
- 22.2. The Sub-Contractor shall provide collateral warranties to the Client(s), and/or others if and as specified in the Main Contract and requested by CBRE in writing.
- 22.3. Where so stated in the Sub-Contract Order or required as an obligation of the Main Contract, if the Sub-Contractor is a company, the final control and direction of which is exercised by another company, or companies, not party to the Sub-Contract, the Sub-Contractor will provide CBRE with a parent company guarantee on terms acceptable to CBRE if required. The Sub-Contractor shall not be entitled to receive any payment otherwise due until the parent company guarantee has been properly completed by the necessary parties and accepted by CBRE.

### 23. Termination

- 23.1. Without prejudice to CBRE's other rights and remedies, the Sub-Contractor's engagement under this Sub-Contract may be terminated by CBRE in the following circumstances: -
  - 23.1.1. upon giving the Sub-Contractor not less than two (2) weeks prior written notice at any time;
  - 23.1.2. by written notice with immediate effect if the Sub-Contractor 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 three (3) Working Days of it being levied or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the Sub-Contractor is incorporated, resident or carries on business;
  - 23.1.3. by written notice with immediate effect if the Sub-Contractor stops or suspends making payments (whether of principal or interest) with respect to all or any class of its debts or announces an intention to do so or suspends or ceases or threatens to suspend or cease to carry on its business;
  - 23.1.4. by written notice with immediate effect if a secured lender to the Sub-Contractor takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security;
  - 23.1.5. if any event analogous to any of the circumstances described in sub-clauses 23.1.1 to 23.1.4 (inclusive) above shall occur in any jurisdiction in which the Sub-Contractor is incorporated, resident or carries on business;
  - 23.1.6. by written notice with immediate effect if the Sub-Contractor is in breach of any of its obligations under this Sub-Contract and, if the breach is capable of remedy, the Sub-Contractor has failed to remedy such breach within ten (10) Working Days of receipt of a request to do so.
- 23.2. Notwithstanding clause 22.1 above, this Sub-Contract shall automatically terminate in the event that CBRE's engagement under the Main Contract is terminated.
- 23.3. Notwithstanding any other provision of the Sub-Contract, in the event of any termination of this Sub-Contract for any default of the Sub-Contractor including (without limitation) pursuant to clause 23.1.2 or 23.1.3 or 23.2, CBRE reserves the right to withhold or suspend payment to the Sub-Contractor until such time as CBRE has assessed (i) the additional cost to CBRE of completing the Works (or arranging for a third party to complete the Works), (ii) any other costs and liabilities incurred by CBRE in connection with

the termination, (iii) the quality and value of the Works carried out by the Sub-Contractor up to the date of termination in connection with the Sub-Contract and (iv) any other issues that CBRE considers require CBRE's assessment in connection with the Works and/or this Sub-Contract. In accordance with clause 4.13, CBRE shall be entitled to set off against any sums that are due to the Sub-Contractor any amounts calculated in accordance with this clause 23.3 and any other amounts owed to CBRE by the Sub-Contractor whether under the Sub-Contract or any other contract or order or arrangement between the parties.

- 23.4. CBRE shall not be liable to the Sub-Contractor 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 Sub-Contract in accordance with this clause 23 or any other right of termination.
- 23.5. Termination, howsoever, caused shall not affect:
- 23.5.1. any right or liabilities which have accrued prior to the time of termination;
  - 23.5.2. the continuance in force of any provision of this Sub-Contract which expressly or by implication is intended to come into or continue in force after termination (including, but not limited to, clause 3 (Main Contract), clause 5 (The Sub-Contractor's General Obligations), clause 11 (Intellectual Property Rights), clause 12 (Confidentiality), clause 13 (Data Protection), clause 15 (Liability, Insurance and Indemnity), clause 16 (Goods and Materials supplied by the Sub-Contractor), clause 23.3 (Termination), clause 23.4 (Termination), clause 23.5 (Termination), clause 23.6 (Termination), clause 25 (Third Party Rights), clause 27 (Severability) and clause 30 (Applicable Law) .
- 23.6. On termination of the engagement of the Sub-Contractor for any reason, the Sub-Contractor shall, where applicable, take immediate steps to bring to an end its performance of the Works in an orderly manner but with all reasonable speed and economy and shall forthwith vacate the Site. In addition the Sub-Contractor shall deliver to CBRE all Confidential Information of CBRE and the Client and correspondence and documentation (including but not limited to engineers reports and test certificates) relating to the Works.

#### **24. Step-in**

- 24.1. CBRE at its sole discretion may, in lieu of giving notice of termination under Clause 23.1.6, by written notice to the Sub-Contract remove from the scope of the Sub-Contract any portion or portions of the Works and may elect to either step-in itself or appoint third parties to complete and maintain such portion(s). In such event CBRE may recover the reasonable costs associated with the step-in or appointment under this clause from payments otherwise due or becoming due to the Sub-Contractor, or otherwise recovered as an outstanding debt to CBRE. The Sub-Contractor shall have no right or claim against CBRE in respect of this clause.

#### **25. Third Party Rights**

- 25.1. Except as provided in clause 15, and this clause 25, no provision of this Sub-Contract shall be enforceable by any person who is not a party to it.
- 25.2. This Sub-Contract is entered into for the benefit of CBRE and all CBRE Group Companies ("the Group"). Each member of the Group shall be entitled, in its own right, to enforce all provisions for the benefit of CBRE, as if such provisions were expressed to be for the benefit of the relevant member of the Group in each case, to the extent determined by CBRE in its absolute discretion from time to time.
- 25.3. CBRE shall be entitled (but not required) to bring actions against the Sub-Contractor for losses, costs, expenses and liabilities incurred by members of the Group in connection with the matters referred to in Clause 25.2 and in those circumstances, such amounts shall be treated as the losses, costs, expenses and liabilities of CBRE.
- 25.4. The parties shall not be required to notify or obtain the consent of any third party in order to rescind or vary this Sub-Contract or any provisions of it. No third parties may assign or otherwise transfer any of their rights referred to in this clause 25.

#### **26. Assignment and Sub-Contracting**

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

#### **27. Severability**

- 27.1. If any one or more provisions of this Sub-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.

**28. Bribery, Corrupt Practices & Anti-Slavery**

- 28.1. Sub-Contractor represents, warrants and undertakes to CBRE, the CBRE Group Companies and the Client and Client Affiliates (for the purposes of this Clause 28, the “Assured Parties”) that the Sub-Contractor and the Sub-Contractors’ officers, employees, agents, consultants, subcontractors and Affiliates shall;
- 28.1.1. comply with CBRE’s Anti-Bribery Policy and Anti-Slavery Policy provided to the Sub-Contractor as part of the on-boarding process as amended from time to time, and any other compliance policies notified to the Sub-Contractor by CBRE from time to time (“Relevant Policies”);
- 28.1.2. comply with all applicable laws, statutes, regulations, and codes from time to time in force relating to (i) anti-bribery and anti-corruption; and (ii) anti-slavery and human trafficking (“Relevant Laws”);
- 28.1.3. immediately notify CBRE (in writing) if a foreign public official becomes an officer or employee of the Sub-Contractor or acquires a direct or indirect interest in the Sub-Contractor (and the Sub-Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of entering into this Sub-Contract);
- 28.1.4. within two (2) weeks of the date of this Sub-Contract, and annually thereafter, certify to CBRE in writing signed by an officer of the Sub-Contractor, compliance with this clause 28 by the Sub-Contractor and all persons associated with it under clause 28.1.5. The Sub-Contractor shall provide such supporting evidence of compliance as CBRE may reasonably request; and
- 28.1.5. ensure that any person associated with the Sub-Contractor, including any supplier or sub-contractor of the Sub-Contractor, who is performing services in connection with this Sub-Contract does so only on the basis of a written contract which includes terms at least as onerous as those imposed on the Sub-Contractor in this clause 28 (“Relevant Terms”). The Sub-Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to CBRE for any breach by such person of any of the Relevant Terms.
- 28.2. The Sub-Contractor represents and warrants that at the date of this Sub-Contract neither the Sub-Contractor nor any of its officers, employees or other associated persons;
- 28.2.1. has been convicted of any offence involving slavery or human trafficking; and
- 28.2.2. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 28.3. The Sub-Contractor represents and warrants and undertakes that it conducts its business in a manner that is consistent with the Relevant Policies.
- 28.4. It is the intention of the Assured Parties that in the course of the respective negotiations and performance of this Sub-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.
- 28.5. Notwithstanding any other provisions to the contrary the Assured Parties may suspend or terminate this Sub-Contract for material breach which is not capable of remedy in accordance with Clause 23.1.3 on becoming aware of information that gives it a factual basis to conclude that Sub-Contractor or any of its officers, employees, agents, consultants, subcontractors or Affiliates has violated or caused the Assured Parties to violate the Relevant Laws. In the event of termination for such cause, the Assured Parties may withhold payment relating to the portion of the Works to which the conduct breaching the Relevant Laws relates and Sub-Contractor 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.

**29. Disputes**

- 29.1. In the event of any dispute arising out of or in connection with the Sub-Contract the following procedures shall apply:
- 29.1.1. in the first instance the matter shall be referred to the CBRE operational representative and the Sub-Contractor’s representative of equivalent status who shall use their reasonable endeavours to resolve such dispute promptly by negotiation.
- 29.1.2. in the event that the dispute is not resolved in accordance under clause 29.1.1 within ten (10) Working Days the dispute shall be referred to CBRE’s Managing Directors of the relevant business and the Sub-Contractors representative of equivalent status.
- 29.1.3. in the event that the dispute is not resolved in accordance under clause 29.1.2 within ten (10) Working Days the dispute shall be referred to the Vice President of each party.
- 29.1.4. Failing any agreement having been reached within a further period of ten (10) Working Days either party shall have the right to submit such dispute to the Luxembourg Courts of in accordance with clause 30.

**30. Applicable Law**

- 30.1. This Sub-Contract and all matters arising from or connected with it are governed by Luxembourg law and, subject to clauses 29 and 30.2, all disputes and claims arising out of or relating to this Sub-Contract shall be subject to the exclusive jurisdiction of the Luxembourg courts to which the parties irrevocably submit.
- 30.2. Notwithstanding clause 30.1, it is agreed that CBRE shall have the right to take proceedings against the Sub-Contractor in any other court of competent jurisdiction and that the taking of proceedings in one or more jurisdictions by CBRE shall not prevent the taking of proceedings in any other jurisdiction, whether concurrently or otherwise.

**31. Force majeure**

- 31.1. Notwithstanding anything in this Sub-Contract to the contrary, if either party is prevented, hindered or delayed from or in performing any of its obligations under this Sub-Contract by an Event of Force Majeure, then it shall immediately notify the other of the same in writing as soon as reasonably practicable detailing the way in which and the extent to which its obligations are prevented or impeded by and the estimated duration of (to the extent practicable) such Event of Force Majeure as soon as reasonably practicable.
- 31.2. The party who has given such notice shall, provided the Event of Force Majeure arises, be excused from the performance or, as the case may be, punctual performance of its obligations under this Sub-Contract for so long as the relevant Event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed without any such delay or non-performance constituting a breach of this Sub-Contract or giving rise to any claim for loss, damages or other costs and expenses.
- 31.3. The party relying on an Event of Force Majeure shall use its reasonable efforts consistent with its obligations under this Sub-Contract to limit and/or eliminate the effects of such Event of Force Majeure upon its performance of this Sub-Contract and shall notify the other party as soon as reasonably practicable following cessation of the Event of Force Majeure.
- 31.4. As soon as practicable following the commencement of the Event of Force Majeure, the party relying on the Event of Force Majeure shall enter into bona fide discussions with the other party with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.