

CBRE GLOBAL WORKPLACE SOLUTIONS
CBRE 智達偉仕 (GWS)
GLOBAL TERMS AND CONDITIONS (APAC) OF PURCHASE
全球採購條款和條件 (APAC)
(“GLOBAL TERMS AND CONDITIONS”)
(“全球條款和條件”)

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

本全球條款和條件在 CBRE 訂單（定義如下）提及的情況下適用。

1. Definitions.

1. 定義。

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

在本 CBRE 全球條款和條件中，下列術語應具有下列含義：

- 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. “相關法律”指約束供應商、貨物或服務及客戶的所有相關法律（包括普通法）、制定法、條例、規章、法典和法規，包括相關監管機構、政府機關、裁判所、機構部門或其任何分支，或行使政府或與政府相關的行政、立法、司法、稅務、監管或行政管理權力的其他相關實體的法律（包括普通法）、制定法、條例、規章、法典和法規，包括但不限於進出口控制法、反腐敗法、僱傭法和任何其他相關法律；
- b. “CBRE” means CBRE, Inc. – Global Workplace Solutions or any applicable CBRE affiliate identified in the PO;
- b. “CBRE”指 CBRE, Inc. - 智達偉仕 (GWS) 或訂單中確定的任何相關 CBRE 附屬公司；

- 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. “客戶”指持有、租賃或佔有據以使用貨物或接受服務的物業或設施的 CBRE 客戶；
- 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. “保密資訊”指CBRE或客戶不被公眾知悉且在披露時（不論通過口頭、書面、視覺、電子或其他形式）確定為或供應商合理地理解為專有或保密的資訊及供應商（或其承包商或代理商）針對訂單視察到或瞭解到的任何資訊。保密資訊包括但不限於：（a）商業計畫、察略、預測、專案和分析；（b）財務資訊和費用結構；（c）業務流程、方法和模式；（d）僱員和供應商資訊；（e）材料、產品和服務規格；（f）生產、採購、物流、銷售和行銷資訊；及（g）訂單和本《全球條款和條件》；
- 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. “國別規定”指為了遵守訂單簽發地或履行地所在國家的相關法律、法規、立法或其他合規事項而納入本《全球條款和條件》的任何補充條款和條件。
- f. “Goods” means goods, material, equipment or other personal property provided as a deliverable under the Purchase Order;
- f. “貨物”指根據訂單作為可交付物所提供的商品、材料、設備或其他動產；
- g. “Insolvency Event” means the occurrence of any of the following:
- g. “資不抵債事件”指發生下列任一事件：

- 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. 供應商暫停或揚言暫停償還其債務或在其債務到期時無法償還或承認無能力償還債務或（作為公司或有限責任合夥企業）被視為無力償還其債務；
- 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. 供應商開始與所有及任何類別的債權人進行談判以重新安排其任何債務，或向其任何債權人（作為公司）提議或與之達成任何和解或安排，為了與一家或多家其他公司進行償付能力合併或者重組除外；
- 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. 因供應商的停業清算以致訴狀被提交、通知被發佈、決議被通過或被頒發法庭命令，為了與一家或多家其他公司進行償付能力合併或重組除外；
- 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. 有人已向法庭申請或法庭已經頒發命令，為供應商（作為公司）指定破產管理人的，或如果發出意圖指定破產管理人的通知，或已經被指定破產管理人；
- 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. 供應商（作為公司時）資產的浮動抵押持有人已有權指定或者已經制動一名破產管理接管人；
- 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. 有任何人有權對供應商的全部或任何資產指定接管人，或已就供應商的全部或任何資產指定了接管人；
- 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. 供應商的債權人或不動產負擔權益人扣押或佔有其全部或部分資產，或者對其全部或部分資產使用或強制實施剝奪、執行、扣押或其他此類程式，且此類扣留或程式未在 14 天內解除；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. 在任何司法轄區內發生任何事件或在任何司法轄區中有人向供應商提出了訴訟，且其可能產生與上述第 (i) 至 (含) 第 (viii) 項所述事件同等或類似的影響。
- h. "Party" or "Parties" means, as applicable, either CBRE or Supplier or CBRE and Supplier collectively;
 - h. "一方" 或 "雙方" 視情況而定，指 CBRE 或供應商的單稱或 CBRE 和供應商的合稱；
 - i. "Price" means the price for providing the Goods or Services as stated in the Purchase Order;
 - i. "價格" 指訂單所載提供貨物或服務的價格；
 - 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. "訂單" 或 "PO" 指 CBRE 要求貨物或服務且經提述合併本全球條款和條件的書面訂單；
 - k. "Services" means the service deliverables specified in the Purchase Order;
 - k. "服務" 指訂單中注明的服務可交付品；
 - l. "Supplier" means the person(s) or legal entity providing the Goods or Services to CBRE under the Purchase Order;
 - l. "供應商" 指根據訂單向 CBRE 提供貨物或服務的個人或法律實體；
 - 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. “稅費”指相關法律針對訂單項下貨物或服務提供所徵收的任何及所有銷售、使用、特許權、增值、商品和服務、消費、扣繳和其他類似稅費和關稅；以及
- n. “Terms” means collectively these Global Terms and Conditions and any applicable Country Specific Provisions.
- n. “條款”合指本全球條款和條件及任何相關國別規定。

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. 要約；接受；排他性條款；國別規定。無需簽字。本全球條款和條件的雙方特此放棄供應商正式接受任何訂單和/或於任何訂單上簽字的要求。供應商根據訂單而作出的任何履行行為應被視為供應商接受本全球條款和條件所有規定的證據。本全球條款和條件適用於CBRE向供應商簽發的任何訂單，並排除所有其他條款和條件（包括但不限於供應商於任何時間本意是適用於任何文件的任何條款或條件），但雙方簽署的任何書面協定（例如主服務協定、服務協定、供應商協定和收納成為協定一部分的任何附件、附錄或附表）將予以適用並約束訂單交易。對本全球條款和條件及針對任何貨物或服務的任何陳述的任何變更、修訂或變動，非經CBRE授權簽字人明確書面同意不得生效。各訂單的全球條款和條件包括（或如明確規定，全球條款和條件將被國別規定所取代）訂單中顯示的訂單簽發國和/或供應商所在國的國別規定。

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。對於 CBRE 向供應商簽發的任何訂單的履行而言，時間至關重要。貨物必須按照交付時間表由相關訂單所述的承運人交付至訂單所述的地點。CBRE 保留權利退還早於交付時間表收到的所有貨物，並收取運費。如未明確指明交付時間表，應盡快履行訂單，並以最快捷的陸路交通方式進行交付。如訂單未規定運輸方式，供應商應使用合理可用的最便宜的承運人。如供應商未在規定時間內交付貨物，CBRE 可自行選擇拒絕接受貨物並終止訂單。供應商應以恰當的集裝箱包裝所有物品，確保安全運輸和操作。每個已交付集裝箱必須加貼標籤並標注以便在不開箱的情況下識別箱內物品，所有裝箱盒和包裝必須含有列明其內容的包裝清單。CBRE 的訂單編號必須出現在所有運輸、包裝清單、交付票證和提單中。

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. 貨物滅失及毀損的風險。在 CBRE 簽收貨物前，由供應商承擔所有滅失風險。貨物所有權於 CBRE 在指定目的地收取並簽收貨物時轉移至 CBRE。如訂購貨物在所有權轉移至 CBRE 前發生毀損滅失，CBRE 可自行選擇取消訂單，或要求供應商交付相同數量和品質的替代產品。該等交付應在商業上可行的方式儘快履行。如貨物發生部分損害，CBRE 有權要求交付未損害的貨物。

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. 訂單期限。在不抵觸 CBRE 終止權的情況下，訂單的期限應於下列日期到期（以較遲者為準）：完成服務的日期；交付並簽收貨物的日期；向供應商發送訂單之日起一年；或者如訂單規定到期日期，以該日期為準。

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. 帳單和定價。 供應商的所有帳單應注明訂單編號，並在所有方面符合訂單的所有條件。帳單總額亦應包括一項單獨列項表明所有稅費。CBRE 不負責任何商業活動稅費、工資稅或針對供應商收入或資產收取的稅項。供應商承認並同意，CBRE 必須於提供貨物或服務之日起不遲於六十（60）日內收到根據訂單提供的貨物或服務的帳單。CBRE 於提供該等貨物或服務之日起超過六十（60）日後才收到有關已提供的貨物或服務的任何帳單，將不被認作到期，且 CBRE 可不予支付。有關供應商已確認收到的有值對價，供應商同意，如供應商未於前述六十（60）日期間內針對貨物或服務開具帳單，應構成供應商完全解除任何普通法上或衡平法上的申索，且供應商放棄其就訂單而針對 CBRE 或客戶及其各自高層管理、股東、董事、合夥人、僱員或代理人提起產生有關訂單的任何普通法或衡平法上的任何法律行動的權利。

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。 除非訂單中另有規定，CBRE 應於收到帳單之日起六十（60）日內根據相關國別規定的任何付款條款（如有）支付相關帳單。CBRE 在按照其要求的形式和詳情收到證明根據訂單提供的貨物或服務不存在任何留置權、財產負擔或主張的證據前可拒絕付款。儘管本全球條款和條件有任何相反規定，在相關法律允許的範圍內，在 CBRE 從客戶收到付款前，CBRE 沒有義務就無爭議貨物或服務向供應商付款。

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. 變更。CBRE 保留指示變更或促致供應商變更訂單中所含貨物或服務的權利。CBRE 亦保留權利以其他方式變更訂單項下的工作範圍，包括與檢驗、測試或品質控制等事項相關的工作。所有變更應以書面文件記錄，且供應商應及時履行 CBRE 要求的任何合理變更。供應商必須於收到 CBRE 變更通知後十（10）日內要求對因變更產生的價格或履行時間進行任何合理調整。應 CBRE 請求，供應商應提供與規格、價格或履行時間變更相關的附加文件。

9. Warranties.

9. 保證。

- 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. 貨物。供應商保證，其提供的所有貨物應為新貨物（並非已被使用或翻新的貨物）、具備適銷性和供應商提供該等貨物的適用性，且符合所有相關法律。此外，供應商保證，其交付的所有貨物的材料、工藝和功能設計不含任何錯誤、故障或瑕疵，並符合所有相關性能規格，有效期為自 CBRE 接受之日起十二（12）個月期間或供應商貨物標準保證書中規定的期限，以較長者為準。另外，供應商應向 CBRE 提供供應商適用於相關貨物的標準保證和服務擔保書。所有保證和擔保應為使 CBRE 和作為協力廠商受益人的客戶獲益，且應以客戶名義向製造商進行登記。如 CBRE 在保證期間發現任何受保證的貨物的情況，CBRE 應將該等情況及時告知供應商，並在可能情況下向供應商返還貨物，費用由供應商承擔。供應商應在收到觸發保證條件的情況通知後五（5）個工作日內應根據 CBRE 的選擇修理或更換該等貨物，或將相關金額存入 CBRE 帳戶。被更換和維修的貨物的保證期為保證期間的剩餘期間或六（6）個月，以較長者為準。
- 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. 服務。供應商陳述和保證，所有服務應以專業且技術熟練的方式完成，其技術和謹慎程度應合乎跟供應商所在行業提供類似服務的專業供應商慣用的技術和謹慎程度為限。此外，供應商陳述和保證，應根據相關圖紙、規劃、設計、規格和任何其他相關要求（包括相關法律）完成服務，且符合訂單所述目的。供應商進一步陳述和保證，履行訂單項下的服務不與約束供應商的任何其他協議或相關法律抵觸或受其禁止。如服務不符合上述謹慎標準（且除 CBRE 的所有其他權利外，包括提起損害賠償之訴的權利），供應商應重新履行不符合上述注意標準的服務，但 CBRE 應書面通知供應商該等不合規之處。

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 供應商行為準則。 供應商以及供應商供應的任何貨物和服務應遵守所有相關法律。供應商應對其僱員、代理人和承包商在 CBRE 或其客戶的經營場所的健康和安全負責。供應商在貨物和服務中使用的所有材料應符合關於受限制、有毒和危險材料的現行及相關政府和安全要求。CBRE 已確立上述供應商行為準則，可瀏覽 CBRE 網站（<http://www.cbre.com/suppliers>），且供應商和供應商的僱員和承包方應遵守該政策。

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 the 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 the PO or any such other written agreement (such as a Master Service Agreement).

11. 審計。 供應商應保存並維持有關履行服務或提供貨物相關的準確記錄和文件，直至 (a) 完成訂單項下服務或交付訂單項下貨物後三 (3) 年；(b) 調整訂單項下履行的已簽署協定（如主服務協定）終止或到期後三 (3) 年；(c) 所有審計最終完成；(d) 針對調整訂單的已簽署協定（如主服務協定）的任何訴訟（如有）結束；或 (e) 相關法律要求的較長期間，以較長者為準。CBRE 或客戶和/或 CBRE 或客戶指定的審計人員有權提前不少於七

(7) 個工作日向供應商發出通知，要求在所有合理時間對供應商和其承包商進行財務、經營和技術審計，核實其是否遵守訂單的條款和條件、供應商（和其承包商）開立發票金額的準確性，以及供應商的服務履行和貨物提供情況。供應商應准許其查看供應商的貨物或服務相關帳簿和記錄，並提供 CBRE、客戶或任何審計人員針對本全球條款和條件要求的任何審計所合理要求的合作和協助。供應商應及時補救任何該等審計暴露的任何不足，無需 CBRE 或客戶承擔任何費用。供應商應立即返還確定由供應商錯誤收取或針對非合規貨物或服務收取的任何金額，無需 CBRE 或客戶承擔額外費用。本條應於訂單或任何該等其他書面協定（如主服務協定）到期或終止後繼續有效。

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. **賠償。** 在法律允許的最大範圍內，供應商應向 CBRE、客戶及其各自所有僱員、代理人、繼受人和承讓人進行賠償、使其免受損害並為其提供辯護，使其免受因下列原因引起或導致的所有損害（包括但不限於直接、特殊和間接損害）、損失、索賠、債務和支出（包括合理律師費和其他專業費用、和解和判決）：(a) 未提供貨物或服務；(b) 供應商或供應商的僱員、代理人或承包商的任何疏忽作為、錯誤或不作為或行為不當；(c) 對 CBRE、客戶、其各自的代理人或任何協力廠商造成的任何人身傷害（包括死亡）或財產損失；或 (d) 供應商違反或未遵守任何供應商的陳述、保證或訂單的其他條款和條件（包括本全球條款和條件的任何部分）。供應商的前述義務適用於所有非僅因 CBRE 自身過失或重大過失導致的原因。

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. **補償**。CBRE 在訂單中保留的權利和補償應可累積並獨立於所有其他法定或衡平補償。在 CBRE 為強制履行供應商根據訂單履行服務或提供貨物的義務而提起的任何訴訟中，雙方同意 CBRE 根據普通法無法獲得充分補償，且 CBRE 有權就供應商在訂單項下的義務獲強制履行令。

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. **保險**。供應商應持有下列最低保險範圍和限度的保險。如當地法律或制定法規定保險範圍和/或限度，應適用當地要求，但應符合下列最低限制。下列保險範圍和金額不得被視為限制供應商根據訂單應承擔的任何責任。所有保險單必須以發生基礎制簽發。

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

保險類別	最低限度
商業綜合責任險*，針對人身傷害和財產損失，包括涵蓋供應商賠償義務的合同責任。	每起事故合計 5,000,000 美元，產品和完工操作責任合計、人身和廣告傷害
機動車責任險*，覆蓋針對履行工作所使用的所有機動車。	2,000,000 美元，綜合單一限額，覆蓋財產損害和人身傷害

工人賠償	法定
僱主責任*	每起事故、每名僱員、每例疾病 1,000,000 美元 – 保單限額

* *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.*

* 商業綜合責任險、機動車責任險和僱主責任險限額的單獨限額要求，可依供應商認為適當的方式，對基礎保單限額和傘式/超額責任保單限額進行任何合併以得到滿足。

15. Termination.

15. 終止。

- 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. 供應商資不抵債。 如發生任何資不抵債事件，CBRE 可立即終止訂單，且不向供應商承擔任何責任。供應商將向 CBRE 賠償 CBRE 就上述事件產生的所有費用，包括但不限於律師費和其他專業費用。
- 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. 因違約或不履行而終止。如供應商作出下列任何一項行為，CBRE 可終止訂單的全部或任何部分，且無需承擔責任：(i)拒絕履行、違反或揚言違反訂單的任何條款；(ii)未能履行或提供或威脅不履行或提供訂單項下的服務或貨物；(iii)未能取得進展或滿足合理品質要求，以致危及按時或適當完成或履行服務或交付貨物之義務，且在收到 CBRE 表明有關未履行事項或違約的書面通知後十（10）日（或根據情況具備商業合理性的更短期間）內未予以補救；或 (iv)達成或要約達成交易，出售其用以履行服務或提供貨物的實質部分資產或可能導致變更供應商控制權的合併、股票或其他股權出售或交易。供應商應于達成可能導致上述第 (iv)項規定情形的任何談判後十（10）日內通知 CBRE，但應供應商請求，CBRE 應針對向 CBRE 披露的與該交易有關的資訊達成適當的禁止披露協定。
- 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. 任意終止。除 CBRE 任何其他的撤銷或終止訂單的權利以外，其還有權自行選擇因任何原因隨時向供應商發出書面通知立即或終止訂單的全部或任何部分，無需承擔任何責任、費用或罰金。供應商僅可就截至有效終止日或之前已交付和簽收的貨物及圓滿履行的服務獲得彌償。

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；扣減。除法律規定的任何抵消或扣減權外，所有應向供應商支付的款項應被視為不含供應商和其附屬公司或子公司針對 CBRE 和其附屬公司或子公司的負債。CBRE 將有權從 CBRE 所欠供應商的任何全部或部分付款或其他債務中抵消或扣減供應商或其附屬公司或子公司所欠 CBRE 或其附屬公司或子公司的任何款項。CBRE 將向供應商提供一份結算單，說明 CBRE 所作任何抵消或扣減。

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。供應商承認，其根據訂單而可能從 CBRE 或客戶收到保密資訊，或為 CBRE 或客戶開發保密資訊，無論該等資訊是否被標示或注明為保密。供應商應以對待其自身不願披露、公開或散佈的專有和保密資訊一樣的相同注意和謹慎程度，避免披露、公開或散佈從 CBRE 或客戶獲得的任何保密資訊，但在任何情況下不得低於合理謹慎程度。供應商同意不向他人披露 CBRE 或客戶的任何保密資訊或允許其披露，或將其用於非訂單所述目的。在訂單到期或終止後，經 CBRE 請求，供應商應及時向 CBRE 交付含有保密資訊或與保密資訊有關的任何和所有文件和其他媒介，包括其所有無論何種形式的副本。供應商在訂單項下的保密義務應持續至向供應商披露保密資訊最後一日後五（5）年，但 CBRE 書面規定較長期限的除外。保密資訊不包括下列資訊：(a) CBRE 披露時已為公眾知悉的資訊；(b) CBRE 披露後非因供應商的過錯而變得為公眾知悉；(c) 供應商通過書面

文件可證明在 CBRE 披露前已由其適當持有或由供應商在未使用或參照保密資訊的情況下獨立開發的資訊；或 (d) 根據法律程式或其他法律要求披露的資訊，但供應商應提供配合尋求 CBRE 要求的合理保護安排，且如供應商收到要求披露保密資訊的任何傳票或其他法律程式時，應及時告知 CBRE。儘管本全球條款和條件有任何相反規定，雙方于訂單之前達成的任何保密或禁止披露協定，非經訂單明確變更，應繼續有效，且如該協定和訂單的條款發生衝突，應以更嚴格的條款為準。如 CBRE 善意認定供應商對本保密條款的違反或可能違反將對 CBRE 或 CBRE 與客戶之間的協定造成無法補救的損害，（如法律允許）CBRE 可在不提供保證金的情況下直接向法院請求獲得臨時禁止令或其他形式的禁令濟助。

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. 禁止公開。在未事先取得 CBRE 書面同意的情況下，供應商不得向（除有必要知悉的供應商專業顧問外的）協力廠商以任何方式廣告、公佈或披露供應商已訂立合同向 CBRE 提供訂單中所列貨物或服務，或訂單的條款，或在任何新聞稿、廣告或推介材料中使用 CBRE 的任何商標或商號。

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. 獨立締約方。訂單或本全球條款或條件或供應商和 CBRE 的關係不得被視為在供應商和 CBRE 之間構成除本全球條款和條件所述獨立承辦商關係外的合夥、合營或任何其他關係。訂單並未賦予任何一方代表另一方或以另一方的名義承擔或創設任何義務的許可權。供應商的許可權僅限於根據本全球條款和條件履行訂單中所列服務或提供訂單中所列貨物。任何訂單或本全球條款和條件或任何供應商分包合同均不得在供應商的任何僱員、

代理人或承包商（或承包商的任何僱員或代理人）與 CBRE 或客戶之間創設任何合同關係或責任。此外，供應商沒有任何許可權為或代表 CBRE 或客戶簽署任何合同或協定，且並未獲賦任何權利或許可權代表 CBRE 承擔或創設任何義務或責任或做出任何明示或默示陳述、約定、協議或保證或以任何方式約束 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. 利益衝突。供應商陳述和保證，其履行訂單不會以任何方式與供應商或其僱員或承包商的任何持續利益或義務發生衝突。供應商進一步保證，在訂單生效期間，供應商及其參與訂單履行的僱員和承包商不得從事合理預期對供應商與 CBRE 的關係或其履行訂單可能造成利益衝突的任何活動。

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

21. 轉讓。未經 CBRE 事先書面同意，供應商不得轉讓或委託其在訂單項下的權利或義務。

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. 管轄法律；管轄權；審判地。訂單應根據相關國別規定所述法域的法律進行解釋。如未規定法域，訂單受服務履行或貨物交付所在國的法律管轄。排除適用《聯合國國際貨物銷售合同公約》的規定以及要求適用其他法律選擇的任何衝突法規定。如供應商和 CBRE 之間針對訂單產生任何爭議，雙方應及時通過談判予以善意解決。如雙方無法通過談判

予以滿意解決，雙方同意以履行服務或交付貨物所在國的相關法院具有排他性司法管轄權去審理並裁定雙方就訂單或與訂單有關的任何申訴或爭議。雙方明確接受並事前同意該法院對向該法院提出的任何法律行動或訴訟的司法管轄權，且雙方特此放棄其基於缺乏屬人管轄權或不當審判地而提出的任何異議或抗辯。

23. **Limitation of Liability.** CBRE SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE 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. **責任限制。** CBRE 無須就訂單或與訂單有關的任何特別、間接或結果損害賠償對供應商承擔任何責任。CBRE 對產生於其履行或不履行訂單，或針對任何其他義務/責任的損害賠償或其他主張的責任總額，不應超過該訂單中貨物或服務的價格。對於任何利潤損失、收入損失、生產損失、業務損失、商譽損失、聲譽損失、機會損失、預期節省損失、差價損失、損失或支出的資產改進費用或未分攤管理費用，CBRE 不向供應商承擔任何（直接或間接）責任。

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. **標題。** 本全球條款和條件中出現的條款標題僅為方便和便於援引而設。其並非旨在且不得被視為定義、限制或擴展相關規定的範圍或意圖。

25. **Counterparts.** The PO and all documents relating hereto, whether previously or hereafter furnished, may be reproduced by any photographic, photo static, 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。** 訂單及與其相關的所有文件，無論先前或此後提供，可通過任何攝影、光靜電、微縮膠片、微型照相、數位存儲或其他類似方法予以複製。雙方同意，任何該等複製在任何司法或行政程序中可充當原件作為證據使用，無論原件是否存在，無論是否由一

方在其正常業務過程中進行複製，且對該複製本得任何放大、傳真或進一步複製仍可作為證據使用。

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. 律師費。雙方同意，在為強制履行本全球條款和條件規定而提起的任何訴訟中，勝訴方有權獲得所有費用和支出，包括但不限於訴訟費和合理律師費。

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

27. 作準語言。如訂單及本全球條款和條件的英文版本和本地翻譯版本有任何衝突，雙方承認應以英文版本為準。

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. 棄權。如非經書面同意並由主張放棄或同意的一方簽署，該方不得被視為棄權或免責對本全球條款和條件任何條款或規定的棄權和違約免責。任何一方對另一方違約行為的同意或棄權，無論明示或默示，不得構成對任何其他或隨後違約行為的同意、棄權或免責。

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。如本全球條款和條件的任何部分、條款或規定經具有管轄權的法院最終判決認定為非法、無效或不可強制履行，則不得減損或影響剩餘部分或規定的有效性，且對雙方權利和義務的解釋和強制履行應如同本全球條款和條件未含有被認定為非法、無效或不可強制履行的該特定部分、條款或規定。

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. 繼續有效。任何規定項下的所有義務和責任，如根據其性質應延伸至任何訂單到期或終止後，包括但不限於保證、賠償、智慧財產權（包括專有資訊的保護），該等規定應於將其收納成其一部分的訂單到期或因其他原因終止後繼續有效。

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. 完整協議；變更。除本全球條款和條件另有規定外，訂單，連同其明確提及的附件、附表、補充或 CBRE 其他條款，構成供應商和 CBRE 針對訂單規定事項的完成協定。訂單僅可經雙方授權代表簽署書面變更書，或對於本全球條款和條件範圍內的變更而言，經 CBRE 簽署的訂單更改書予以變更。

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. 貨幣。應按照訂單中明確規定的貨幣進行付款；如未規定付款貨幣的，則應按照提供服務或交付貨物所在國的貨幣進行付款。

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. 優先順序。如 (1) 訂單，包括本全球條款和條件，(2) 主服務協定、服務協定或供應商協定，和 (3) 合併作為訂單一部分的任何附件、附錄或附表之間存在任何衝突或歧義，應按照下列優先順序解決該等衝突或歧義：

- a. The Master Service Agreement, Service Agreement, or Supplier Agreement and any Exhibits, Addenda or Schedules incorporated as part of the Agreement;
- a. 主服務協定、服務協定或供應商協定及合併作為協定一部分的任何附件、附錄或附表；
- b. These Global Terms and Conditions;
- b. 本全球條款和條件；

- c. The Purchase Order, excluding these Global Terms and Conditions; and
- c. 訂單，但不包括本全球條款和條件；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. 納入訂單協定作為其組成部分的任何附件、附錄或附表（但明確解釋為優先 於本全球條款和條件的除外）。