

TERMS & CONDITIONS for SUPPLIERS

1. PRELIMINARY

- 1.1 The Supplier's services and fees are as stated in the Quotation/Appointment Letter/Purchase Order dated Date (the "Agreement"). These Terms and Conditions for Suppliers ("Terms") shall be appended to, and considered an integral part of the Agreement. In the event of any inconsistency between the Agreement and the Terms, the Terms will take precedence.
- 1.2 The Supplier's responsibility is solely to CBRE and the Supplier will perform the services with all the reasonable care, skill and diligence expected of competent and properly qualified persons of the relevant disciplines who are experienced in carrying out such services and will act in good faith at all times.
- 1.3 The Agreement is binding between CBRE and the Supplier, and may only be varied if mutually agreed and accepted in writing by CBRE's authorised signatory and the Supplier's authorised signatory who has signed the Agreement.

2. WARRANTIES

- 2.1 The Supplier represents, warrants and undertakes to CBRE that:
 - i. It has been duly incorporated or established and is validly existing under the laws of United Arab Emirates, and has the relevant constitutional approvals to conduct the Services in accordance with the Agreement;
 - ii. The Agreement has been duly authorised, and upon execution will constitute a valid and legally binding Agreement on the Supplier;
 - iii. It possesses all requisite certificates, authorisations and permits for the performance of the Services;
 - iv. At all times during the performance of the Services, it will keep itself acquainted with and comply with all relevant laws, decrees, regulations, rules, procedures and codes of practice at any location where the Supplier is performing the Services;
 - v. Unless specifically authorised in writing by CBRE, the Supplier shall not have any authority to incur expenditure in the name of CBRE or hold itself out as having authority to bind CBRE; and
 - vi. It will provide the Services with the care, skill and diligence required in accordance with good industry practice and all applicable laws.
- 2.2 The Supplier shall comply with all applicable rules and regulations relating to health, safety and security, and any additional rules required by CBRE.

3. FEES & PAYMENT

- 3.1 The Supplier's fees as detailed in the Quotation/Appointment Letter/Purchase Order (the "Fees") are inclusive of all expenses and overhead costs.
- 3.2 CBRE will pay the Supplier's invoices within 30 days of receipt, subject to CBRE having received the necessary documentation from the Supplier required to register it as a payee.
- 3.3 The Fees are exclusive of Value-Added Tax (VAT), which shall be payable by CBRE in addition to Fees. However, the Fees are inclusive of withholding tax, income tax and any other government tax, for which the Supplier will be liable.
- 3.4 If there is a material change in the scope of work from the original instructions, the Supplier will obtain CBRE's written consent prior to commencing the additional work or alternative fee arrangement.

4. LIABILITY

- 4.1 Neither Party shall be liable to the other Party for:
 - i. any indirect, special or consequential loss or damage howsoever caused, whether in contract, tort, negligence or otherwise; or
 - ii. any loss of profits, loss of contracts, loss of revenue, increased costs and expenses or wasted expenditure, whether direct or indirect.
- 4.2 CBRE's maximum aggregate liability to the Supplier shall in no circumstances exceed the amount of the Fee.
- 4.3 A Party shall not be liable to the other Party for any failure or delay in performance of its obligations under this appointment where such failure or delay is due to reasons outside its reasonable control (a 'force majeure' event).
- 4.4 Nothing in this appointment shall exclude or limit a Party's liability for death or personal injury caused by either that Party's negligence, or for its fraudulent misrepresentation.

5. DOCUMENTS

- 5.1 Unless expressly stated otherwise in the Agreement, all intellectual property rights in all reports, drawings, accounts and other documentation created, prepared or produced by the Supplier (the "Documents") as part of the Services (including without limitation spreadsheets, databases, electronic mail or any other electronically produced or stored documents) belong to CBRE.
- 5.2 The Supplier also hereby grants CBRE an irrevocable, royalty free, worldwide licence to use, copy and reproduce the Documents. The Supplier shall not be liable for any use of the Documents other than the purposes for which they were produced.

6. TERMINATION

- 6.1 The Supplier's services will terminate immediately when any of the following events occurs:
 - i. the job is finished; or
 - ii. if either Party becomes subject to any sanction or order whereby it would become illegal or contrary to the other parties' interests to continue working together; or
 - iii. If either Party becomes insolvent, or has a receiver, liquidator, administrator or administrative receiver appointed.
- 6.2 Either Party may terminate this Agreement by written notice if the other Party breaches the Agreement and has failed to remedy the breach within 15 days of receiving a written notice from the other Party identifying the breach and requesting remedy.
- 6.3 Either Party may terminate the Agreement at any time and without cause on giving 30 days' written notice of termination.
- 6.4 If CBRE exercise its rights of termination under this clause, CBRE shall not be liable to the Supplier for any losses, damages or expenses incurred by the Supplier resulting from such termination.
- 6.5 Upon expiry or termination of this Agreement, the Supplier shall promptly deliver to CBRE, upon request, all project materials and confidential information together with any materials and other related property relating to the business of CBRE, its clients, the Agreement or the Services that are in the Supplier's possession or under its control.
- 6.6 Each Party acknowledges that by entering into this Agreement:
 - i. it consents to the other Party's entitlement to terminate the Agreement under this clause 6 in accordance with the meaning of consent and mutual consent under Articles 218, 267 and 268 of the United Arab Emirates Federal Civil Transaction Law No. 5 of 1985 (the "Civil Code"); and
 - ii. without the need to obtain a court order in accordance with Article 271 of the Civil Code.

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7. SUB-CONTRACTING

Unless CBRE gives the Supplier approval in writing, the Supplier will not sub-contract to any third party any of the services or output that the Supplier is to provide under the Agreement.

8. INSURANCE

- 8.1 The Supplier undertakes to obtain and maintain at its own expense policies of insurance (including professional indemnity insurance) with reputable insurers, valid and enforceable in each jurisdiction in which the Supplier is performing the Services, insuring the Supplier against potential liabilities in relation to this Agreement, to an extent that would be reasonably expected under the standards of good industry practice and applicable laws.
- 8.2 These requirements shall not be construed as a limit of the Supplier's liability or as constituting any waiver by CBRE of any of its rights or remedies under this Agreement.

9. CONFIDENTIALITY

- 9.1 In this section, 'Confidential Information' means any information not in the public domain gained as a result of the appointment and which relates to the other Party's business.
- 9.2 Each Party shall maintain the confidentiality of any Confidential Information they have received for the duration of the Agreement and for a period of five years after its completion, termination or expiry.
- 9.3 Disclosure of Confidential Information shall not be considered a breach of this clause in circumstances where it is:
- Required by a court or by law or a regulatory authority;
 - Reasonably required by the parties' professional advisors, employees or sub-contractors;
 - Reasonably required by a company within the same group provided they agree to be bound by the same confidentiality obligations; or
 - Consented to in writing by the other Party.

10. APPLICABLE LAW & JURISDICTION

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre.
- 10.2 The Parties will attempt to resolve any dispute between parties in good faith and through negotiation. Should the matter remain unresolved, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Dubai International Financial Centre courts. The language to be used in the proceedings shall be English.

11. GENERAL

- 11.1 Nothing in the Agreement shall be deemed to create a partnership or joint venture; a commercial agency; or the relationship of employer and employee between the Parties hereto.
- 11.2 The Supplier warrants that it will comply with any applicable data protection laws in relation to CBRE's personal data.
- 11.3 The Parties agree that it is not intended for any provision of the Agreement to give rights to, or be enforceable by, any third party.
- 11.4 If at any time, any part of the Agreement is held to be or becomes void or otherwise unenforceable for any reason, then that part will be deemed omitted from the Agreement. The validity or enforceability of the remaining parts of the Agreement shall not in any way be affected or impaired as a result of that omission.
- 11.5 Any failure by a Party to exercise or delay by either party in exercising a right or remedy provided by the Agreement or by law shall not constitute a waiver of the right or remedy, or a waiver of other rights or remedies.
- 11.6 The Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together shall constitute one and the same instrument.
- 11.7 The Agreement has been negotiated and drafted in the English language, and the English text shall prevail over any translation thereof. Any document or notice given in connection with this Agreement must be in the English language.