

1. DEFINITIONS

1.1 The following words have the following meanings:

- (a) Agreement means these Standard Terms and Conditions and the Purchase Order.
- (b) Fee means the amount set out in the Purchase Order or as otherwise agreed by the parties in writing.
- (c) GDPR means the General Data Protection Regulation (EU) 2016/679.
- (d) Goods means the goods (and any services supplied as part of those goods) set out in the Purchase Order.
- (e) GST means:
 - (i) the same as in the GST Law; and
 - (ii) any other goods and services tax, or any tax applying to this transaction in a similar way; and
 - (iii) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.
- (f) GST Law means the applicable laws regarding GST in PRC.
- (g) JLL means the relevant JLL entity that is engaging the Supplier as set out in a Purchase Order.
- (h) Personal Data means:
 - (i) when used in relation to the GDPR: has the same meaning as given to it in the GDPR; and
 - (ii) when used in relation to a Privacy Law other than the GDPR: has the same meaning as the Privacy Law gives to that or any similar concept, or if there is no such definition, then it has the same meaning as given to it in the GDPR.
- (i) Personnel means a party's employees, officers, contractors, agents, consultants, and/or other representatives.
- (j) Privacy Law means any law applicable in the jurisdiction in which the Services are performed which is directed in whole or in part towards protecting personal data.
- (k) Purchase Order means the purchase order between the Supplier and JLL.
- (l) Supplier means the supplier set out in the Purchase Order.
- (m) Services means the services (and any goods supplied as part of those services including the Goods) set out in the Purchase Order or the services that JLL requests the Supplier to provide under written instruction or that are otherwise agreed by the parties in writing.

2. THE SERVICES

2.1 The Supplier must perform the Services:

- (a) in accordance with this Agreement;
- (b) and in so doing, exercise the professional skill, care, efficiency and diligence of a service provider highly experienced in providing the same or similar services;
- (c) in accordance with the methods, practices and standard of diligence and care normally exercised by similarly qualified and experienced persons when they provide comparable services; and
- (d) in accordance with any other requirements or directions reasonably notified by JLL to the Supplier from time to time.

2.2 The Supplier warrants that the Services are fit for their intended purpose.

2.3 The Supplier must take all reasonable precautions to prevent injury (including illness) to any person or damage to any property.

2.4 The Supplier must prepare and provide to JLL any work health and safety, environmental management, and risk management plans that the Supplier is reasonably requested by JLL to provide or that the Supplier is required by law to prepare or provide.

2.5 The Supplier is responsible for industrial relations with its employees, subcontractors, and agents, and must ensure that such persons are professional, courteous, and well behaved when supplying any Service.

2.6 The Supplier must comply with all applicable health and safety legislation, rules, regulations, codes and standards and like instruments and with all JLL requirements in relation to health and safety.

3. THE GOODS

3.1 In respect of the Goods supplied, the Supplier warrants that:

- (a) the Goods (including the workmanship and methods used by the Supplier to produce the Goods) are of a kind suitable for the Goods' intended purpose; and
- (b) the Goods are free from all defects.

3.2 The Supplier must supply the Goods to JLL:

- (a) on or before any delivery dates specified by JLL;
- (b) in accordance with this Agreement; and

- (c) in accordance with any other requirements or directions reasonably notified by JLL to the Supplier from time to time

3.3 The Supplier must allow JLL a reasonable opportunity to inspect and test the Goods. Following the testing and inspection referred to in this clause 3.3, JLL may notify the Supplier that the Goods do not meet the requirements of this Agreement. Upon receipt of such notice, the Supplier must arrange for the Goods to be removed from the premises at no cost to JLL. The Supplier is not entitled to any Fees for Goods that are the subject of a notification under this clause 3.3 and must forthwith repay to JLL any Fees paid in advance for any such Goods.

3.4 The Supplier bears all risk with respect to the Goods until JLL has inspected, tested and accepted the Goods.

3.5 Title in the Goods will pass to JLL upon delivery of the Goods.

3.6 The Supplier must provide appropriate warranties in relation to the Goods to JLL and pass on to JLL (and not jeopardise) any third party warranties that apply to the Goods.

3.7 The Supplier warrants that:

- (a) the Goods (including the workmanship and methods used by the Supplier to produce the Goods) are of a kind suitable for the Goods' intended purpose; and
- (b) the Goods are free from all defects.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 The Supplier:

- (a) assigns to JLL all intellectual property rights in the Goods and Services derived specifically for JLL; and
- (b) grants an irrevocable worldwide perpetual royalty-free licence to use any other intellectual property rights in the Goods and Services delivered to JLL.

5. FEE AND PAYMENT

5.1 Subject to the Supplier supplying the Goods and Services in accordance with this Agreement and the receipt by JLL of an appropriate invoice, JLL will pay the Supplier within 60 days of the date of its receipt of the invoice.

5.2 If the Supplier fails to do something which it is required to do under this Agreement, JLL may, at the Supplier's expense, remedy that failure. The Supplier must invoice JLL for all Goods and Services within three months after the month in which the given Goods and Services are supplied. If the Supplier does not do so, any right it would otherwise have had to invoice for, collect, or retain such amount (if it is paid in error by JLL) is waived by it.

6. INSURANCE

6.1 During the term of this Agreement and for a period of 7 years after its termination or expiration, the Supplier must maintain (and must ensure that each approved subcontractor maintains) the following insurances:

- (a) commercial general liability or public liability insurance with a registered and reputable insurer for no less than \$20 million or such other amount as the parties may agree in writing;
- (b) professional indemnity insurance with a registered and reputable insurer for no less than \$10 million or such other amount as the parties may agree in writing, provided that this provision shall not apply where the services consist solely of the delivery of Goods with no ancillary Services;
- (c) workers' compensation insurance (or its equivalent) in accordance with any applicable law; and
- (d) any other insurance required by JLL.

6.2 The Supplier must provide evidence of such insurances to JLL when requested by JLL. Further, the Supplier must provide all assistance as reasonably required by JLL if the Supplier or the Goods and Services are connected in any way to any litigation, insurance claim or dispute or potentially involving JLL. If the Supplier receives any claim or is involved in any dispute that may affect JLL the Supplier must notify JLL immediately.

7. SUBCONTRACTORS

7.1 The Supplier must not assign or subcontract any of its rights or obligations under this Agreement without the prior written approval of JLL.

7.2 Upon request the Supplier must provide a statement (in a form acceptable to JLL) confirming that the Supplier has made all payments due to its employees and contractors engaged in performing the Services, has all necessary workers' compensation policies, has paid all premiums on those policies, and has received similar statements from all its subcontractors confirming the same. Despite anything else herein, JLL is not obliged to pay the Supplier any amount while such a request by JLL is extant.

8. INDEMNITY

8.1 The Supplier releases and fully indemnifies and shall keep indemnified JLL from and against all claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, costs, losses, liabilities, damages and expenses of any nature whatsoever which JLL may suffer or incur, arising from or in connection with the supply of the Goods or Services, or any act,



- omission, negligence, default or misconduct of the Supplier or any of the Supplier's officers, employees, agents or sub-contractors.
9. WARRANTY
- 9.1 The Supplier warrants that:
- (a) it has sufficient rights and power to enter into the Agreement and to deliver the Goods and Services to JLL in accordance with the Agreement; and
- (b) use of the Goods and Services by JLL will not infringe any person's intellectual property rights or moral rights.
10. CONFIDENTIALITY
- 10.1 Each party must maintain the confidentiality of the other party's information and must not disclose any information received in confidence from the other party, except where required to do so by law.
- 10.2 The Supplier must implement and maintain technical, administrative, and physical safeguards sufficient to ensure the absolute integrity and confidentiality of all data in its possession or control, including without limitation all data provided to it by JLL or related to the Goods and Services.
11. PRIVACY
- 11.1 The Supplier must:
- (a) comply with the Privacy Law as if it were an entity regulated by the Privacy Law; and
- (b) ensure that its Personnel who collect, store, use or otherwise handle Personal Data in relation to or connection with this Agreement are bound by the terms of a contract imposing the same privacy and data protection obligations as set out in this Agreement.
- 11.2 If the Supplier becomes aware of any grounds to believe or suspect that:
- (a) a breach of clause 11.1(a) or clause 11.1(b) has occurred or is likely to occur; or
- (b) there has been or will likely be any accidental, unlawful or unauthorised destruction, loss, alteration, disclosure of, access to, or any breach of security relating to data (including without limitation any Personal Data) in relation to or in connection with this Agreement,
- (each a "Data Incident"), then the Supplier must:
- (c) immediately notify JLL of the Data Incident;
- (d) immediately take all appropriate or necessary remedial action to:
- (i) mitigate any potential loss or interference with the relevant data (including without limitation any Personal Data);
- (ii) prevent any further harm; and
- (iii) protect the relevant data (including without limitation any Personal Data) from further misuse, loss, access or disclosure; and
- (e) provide all assistance requested by JLL in relation to its own investigation, assessment and management of the Data Incident.
- 11.3 As this Agreement is to be performed in the PRC, the parties believe that they will not be collecting, storing, using or otherwise handling any Personal Data that is subject to the GDPR. However, if and to the extent that the GDPR does apply, the parties agree to settle (in good faith), execute, and be bound by a Personal Data addendum to this Agreement in compliance with the requirements of Article 28 of GDPR, and make any amendments to this Agreement that are necessary to comply with the requirements of the GDPR.
12. AUDIT
- 12.1 The Supplier must keep proper records relating to the Goods and Services, including data and records of disbursements relating to labour and costs on a time and materials basis. The Supplier must also keep records required for regulatory and other legal requirements applicable to the Goods and Services. Upon reasonable advance written notice, JLL and its auditors shall have the right to audit such records and the Supplier must cooperate in any such audit. JLL and its auditors will comply with the Supplier's reasonable security requirements when accessing the Supplier's records. This provision shall be subject to any further rights or requirements of JLL.
13. PUBLICITY
- 13.1 The Supplier must not use JLL's trade name, trademarks, brands, or company logo in any form of publicity or release. The Supplier must not make any statement, advertisement or publicity, nor issue any marketing letter, about the existence or terms of this Agreement without the prior written consent of JLL, which JLL may withhold in its sole discretion.
14. GST
- 14.1 Unless otherwise stated, the Fee is exclusive of GST.
- 14.2 If GST is imposed on any supply (or deemed supply) made under or in connection with this Agreement the amount payable for that supply is increased by the amount of that GST. The Supplier must provide to JLL a GST tax invoice as required by the relevant legislation prior to the date by which JLL is required to make any payment in respect of GST.
15. EFFECT, TERM AND TERMINATION
- 15.1 The term of this Agreement begins on the commencement date as set out in the Purchase Order, or if there is none, upon first provision by the Supplier of any Goods or Services. The term ends upon satisfactory delivery of all Goods and all Services.
- 15.2 If the Supplier provides any standard terms and conditions of business, this Agreement shall prevail over any such document provided by the Supplier, despite anything else in such terms which purports to have them prevail.
- 15.3 JLL may terminate this Agreement, or suspend the performance of the Services for any reason, by providing the Supplier with 7 days' written notice.
- 15.4 JLL may terminate this Agreement immediately if:
- (a) the Supplier breaches this Agreement and fails to remedy such breach within 14 days of being notified of the breach by JLL; or
- (b) the Supplier is unable to pay its debts as and when they fall due.
16. APPLICABLE LAWS; JLL VENDOR CODE OF CONDUCT
- 16.1 The Supplier must comply with all applicable laws, licensing requirements, industry, international and national standards, the requirements of any statutory, competent or other regulatory authority and any house rules or other policies in relation to the supply of the Goods and Services.
- 16.2 Despite anything else contained herein:
- (a) the Supplier must at all times comply with the JLL Vendor Code of Conduct, a current copy of which can be found at www.jll.com; and
- (b) if the Supplier at any time breaches the JLL Vendor Code of Conduct, JLL may thereafter immediately terminate this Agreement by giving the Supplier written notice of that termination.
17. NOTICES
- 17.1 Any information or notices required to be given under this Agreement must be in writing and delivered either by:
- (a) hand delivery to the recipient's address, in which case notice shall be deemed to be delivered on the date of delivery if delivered at or before 5pm, or on the following business day if delivered after 5pm;
- (b) pre-paid mail (by airmail, if the addressee is overseas), in which case notice shall be deemed delivered 3 business days after the date of posting; or
- (c) electronic mail to the recipient's email address, in which case notice shall be deemed delivered on receipt by the recipient's email service if received at or before 5pm on a business day, or on the following business day if received after 5pm.
18. GENERAL
- 18.1 JLL may assign its rights and transfer its obligations under this Agreement, including without limitation by novating this Agreement. If requested by JLL, the Supplier must execute any document potentially required to give effect to this clause.
- 18.2 JLL may vary the Goods and Services required to be delivered under this Agreement at any time during the term of this Agreement by providing written notice to the Supplier. The Supplier shall notify JLL of any change that the variation will have on the Fee. If JLL, acting reasonably, does not agree with the revised Fee, the Supplier shall be entitled to a reasonable adjustment to the Fee. The Supplier must supply the Goods and Services as varied by this clause 18.2 in accordance with this Agreement.
- 18.3 Any other variation to this Agreement must be agreed by the parties in writing.
- 18.4 Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement, and, if reasonably practicable, will be replaced by another provision of economic equivalence which is not so void, illegal or unenforceable.
- 18.5 The failure or omission of a party at any time to enforce any right under this Agreement shall not operate as a waiver of that right.
- 18.6 This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China ("PRC").
- 18.7 Time is of the essence in this Agreement.
- 18.8 This Agreement is the entire agreement between the parties in relation to the Goods and Services and supersedes all previous agreements, proposals, representations, correspondence and discussions in connection with the Goods and Services.

1. 定义

1.1 下列词语有以下含义：

- (a) **协议**系指本《标准条款及条件》和采购订单。
- (b) **费用**系指采购订单中所述金额或双方另行书面约定的金额。
- (c) **GDPR**系指欧盟《通用数据保护条例》2016/679。
- (d) **货物**系指采购订单中所述货物（以及提供货物时的配套服务）。
- (e) **GST**系指：
 - (i) GST法所述含义；及
 - (ii) 任何其他商品和服务税，或以类似方式适用于本交易的任何税费；及
 - (iii) 根据相关法律征收的任何附加税、罚金、罚款、利息或其他费用。
- (f) **GST法**系指与商品及服务税（GST）有关的适用法律。
- (g) **仲量联行**系指采购订单中所列与供应商签订合同的仲量联行相关实体。
- (h) **个人数据**系指：
 - (i) 当与GDPR关联使用时：具有GDPR中规定的含义；及
 - (ii) 当与GDPR以外的隐私法关联使用时：具有隐私法赋予该概念或任何类似概念的含义，若隐私法无此定义，则具有GDPR中规定的含义
- (i) **人员**系指一方雇员、高管、承包商、代理人、顾问和/或其他代表。
- (j) **隐私法**系指在提供服务的司法管辖区适用的、全部或部分旨在保护个人数据的任何法律。
- (k) **采购订单**系指供应商和仲量联行之间的采购订单。
- (l) **供应商**系指采购订单中所述供应商。
- (m) **服务**系指采购订单中所述服务（以及提供服务时的配套货物，包括标的货物），或者仲量联行以书面指示要求供应商提供的或双方另行书面约定的服务。

2. 服务

2.1 供应商在提供服务时，须：

- (a) 遵守本协议规定；
- (b) 在提供服务时，如同提供相同或类似服务方面经验丰富的服务商那般应用专业技巧，秉持谨慎、高效和勤勉的态度；
- (c) 采取具备同等资格和经验之人员在提供类似服务时通常采取的勤勉和谨慎的方法、做法和标准；且
- (d) 遵守仲量联行不时合理通知供应商的任何其他要求或指示。

2.2 供应商保证服务符合其预期目的。

2.3 供应商须采取一切合理的预防措施，防止出现任何人身伤害（包括疾病）或财产损失。

2.4 供应商须拟备并向仲量联行提供：仲量联行合理要求其提供的，或法律要求其拟备或提供的任何工作健康和安全管理、环境管理和风险管理计划。

2.5 供应商负责处理好与其雇员、分包商和代理人的劳动关系，并必须确保其在提供服务时专业、礼貌且举止得体。

2.6 供应商须遵守所有适用的健康和安全管理、规则、条例、规范和标准等类似文书，并遵守仲量联行关于健康和安全管理的所有要求。

3. 货物

3.1 对于所供应的货物，供应商保证：

- (a) 货物（包括供应商生产该货物所使用的工艺和方法）的种类适合其预期用途；且
- (b) 货物没有任何瑕疵。

3.2 供应商向仲量联行提供货物时须遵守下列规定：

- (a) 在仲量联行指定的交货日期或之前；
- (b) 遵守本协议规定；且
- (c) 根据仲量联行不时合理通知供应商的任何其他要求或指示

3.3 供应商须准许仲量联行有合理的机会对货物进行检验和测试。在完成本条（第3.3条）所述测试和检验后，仲量联行可能会通知供应商货物不符合本协议要求。供应商收到上述通知后，须免费安排将货物从场地运离。供应商无权就依本条（第3.3条）发出通知的货物收取任何费用，同时，还须立即退还仲量联行就该货物预付的任何费用。

3.4 在仲量联行对货物进行检验、测试和验收之前，有关货物的一切风险均由供应商承担。

3.5 货物所有权在提货时转移至仲量联行。

3.6 供应商须就货物向仲量联行提供适当保证，并将适用于货物的任何第三方保证移交给仲量联行（但不得损害该保证）。

3.7 供应商保证：

- (a) 货物（包括供应商生产该货物所使用的工艺和方法）的种类适合其预期用途；且
- (b) 货物没有任何瑕疵。

4. 知识产权

4.1 供应商：

- (a) 将专门为仲量联行提供的货物和服务的全部知识产权转让给仲量联行；且
- (b) 就使用交付给仲量联行之货物和服务中所有其他知识产权授予不可撤销的、全球范围内的、永久免特许权使用费的许可。

5. 费用及支付

5.1 在供应商根据本协议提供货物和服务以及仲量联行收到适当发票的情况下，仲量联行将在收到该发票之日起60日内向供应商付款。

5.2 供应商未能遵守本协议的要求，仲量联行可对该行为予以补救，相应费用由供应商承担。供应商必须在提供货物和服务的当月起三个月内，向仲量联行开具所有货物和服务的发票。如有违反，默认供应商放弃在其他情况下为该金额开具发票、收取或保留（如由仲量联行错付）该金额的任何权利。

6. 保险

6.1 在本协议期间内以及在本协议终止或届满后的7年内，供应商须购买（并确保各获准分包商购买）以下保险：

- (a) 向正式注册且信誉良好的保险公司购买不少于2000万美元或双方书面约定的其他金额的商业综合责任险或公共责任险；
- (b) 向正式注册且信誉良好的保险公司购买不少于1000万美元或双方书面约定的其他金额的专业责任险，但如果服务仅包括货物交付，且无任何附带服务，则本规定不适用；
- (c) 根据任何适用法律购买工伤补偿险（或同等保险）；及
- (d) 仲量联行要求的其他保险。

6.2 经仲量联行要求后，供应商须向仲量联行提供上述保险凭证。此外，如果供应商或货物和服务以任何方式涉入任何诉讼、保险索赔或争议，或可能涉及仲量联行，则供应商须提供仲量联行合理要求的一切协助。供应商收到任何索赔或卷入可能影响仲量联行之任何争议时，须立即通知仲量联行。

7. 分包商

7.1 未经仲量联行事先书面批准，供应商不得转让或分包其在本协议项下之任何权利或义务。

7.2 供应商须按要求提供一份声明（以仲量联行认可的形式），确认供应商已向其参与提供服务的雇员和承包商支付了所有应付款项、制定所有必要的工伤补偿政策、已就这些保单全额付讫所有保费，并已从所有分包商处收到类似的确认声明。尽管本协议中有其他规定，仲量联行在提出上述要求时，并无义务向供应商支付任何费用。

8. 赔偿

8.1 由于或关于提供货物或服务，或供应商或其任何高管、雇员、代理人或分包商之任何作为或不作为、疏忽、违约或不当行为，导致仲量联行遭受或产生任何性质的索赔、要求、令状、传票、法律行动、诉讼、法律程序、判决、命令、法令、费用、损失、责任、损害赔偿和开支的，供应商应免除仲量联行的所有责任，并赔偿仲量联行由此产生的全部损失。



9. 保证

9.1 供应商保证：

- (a) 其有足够的权利和权力签订本协议，并按照本协议向仲量联行交付货物和服务；且
- (b) 仲量联行使用货物及服务不会侵犯他人的知识产权或著作人身权。

10. 保密规定

10.1 各方须对另一方的信息保密，除经法律要求披露外，不得披露从另一方获得的任何保密信息。

10.2 供应商须实施和维持技术、行政和实物保障措施，确保其拥有或控制的所有数据的绝对完整性和保密性，包括但不限于仲量联行向其提供的或与货物和服务有关的所有数据。

11. 隐私

11.1 供应商须：

- (a) 遵守隐私法，如同其为受隐私法监管的实体一般；且
- (b) 确保其收集、存储、使用或以其他方式处理与本协议有关或相关之个人数据的人员受合同条款的约束，并承担本协议规定的同等隐私和数据保护义务。

11.2 若供应商有理由相信或怀疑：

- (a) 已发生或可能发生第 11.1 (a) 条或第 11.1 (b) 条所述之违约行为；或者
- (b) 已发生或可能发生与本协议有关或相关之任何数据（包括但不限于任何个人数据）的任何意外、非法或未获授权的销毁、遗失、更改、披露、访问或任何违反安全的情况，

（分别称为“**数据事故**”），则供应商须：

- (c) 立即将该数据事故通知仲量联行；
- (d) 立即采取一切适当或必要的补救措施，以期：
 - (i) 减少任何潜在损失或对有关数据（包括但不限于任何个人数据）的干扰；
 - (ii) 防止进一步的伤害；及
 - (iii) 保护有关数据（包括但不限于任何个人数据）不会遭受进一步滥用、遗失、访问或披露；且
- (e) 提供仲量联行要求的有关调查、评估和管理数据事故的所有协助。

11.3 本协议将在中国境内履行，因此，双方认为其不会收集、存储、使用或以其他方式处理受 GDPR 约束的任何个人数据。但如果 GDPR 适用，双方同意按照 GDPR 第 28 条的要求（善意地）解决、签署本协议的《个人数据附录》并受其约束，同时为符合 GDPR 的要求，对本协议进行必要的修改。

12. 审计

12.1 供应商须妥善保存与货物和服务有关的记录，包括与工时和材料有关的劳动和成本支出的数据和记录。供应商还须保存货物和服务所适用监管及其他法律要求保存的记录。经提前书面通知后，仲量联行及其审计员有权对此类记录进行审计，供应商须积极配合。仲量联行及其审计员在查阅供应商记录时应遵守供应商的合理安全要求。本规定受仲量联行其他进一步权利或要求的约束。

13. 宣传

13.1 供应商不得在任何形式的宣传或发布中使用仲量联行的商号、商标、品牌或公司标识。未经仲量联行事先书面同意（仲量联行可自行决定是否同意），供应商不得就本协议的签署或其条款发表任何声明、广告或宣传，或发出任何营销信函。

14. GST

14.1 除非另有说明，费用不包括 GST。

14.2 如果在本协议项下或与本协议有关的任何供货（或视同供货）被征收 GST，则该批货物的应付金额将根据该等 GST 的金额作出相应增加。供应商须按照相关法规的要求，在仲量联行须支付任何有关 GST 的款项之前，向仲量联行提供 GST 税务发票。

15. 效力、期限和终止

15.1 本协议期限从采购订单中规定的开始日期开始，如果采购订单中未列明开始日期，则从供应商首先提供货物或服务之日开始。在全部货物和服务均充分交付后，期限终止。

15.2 若供应商提供了任何标准业务条款及条件，则本协议应优先于供应商提供的任何此类文件，尽管该条款中有任何其他条款声称其具备优先性。

15.3 仲量联行可以因任何原因终止本协议，或暂停服务的履行，但需提前 7 日书面通知供应商。

15.4 如有下列情形，仲量联行可立即终止本协议：

- (a) 供应商违反本协议，且未能在仲量联行通知其违约后 14 日内纠正该违约行为；或者
- (b) 供应商无力偿还其到期债务。

16. 适用法律；仲量联行供应商行为准则

16.1 供应商须遵守所有适用的法律、许可要求、行业、国际和国家标准、任何法定的、主管的或其他监管机构的要求，以及与提供货物和服务有关的任何内部规则或其他政策。

16.2 尽管本协议有任何其他规定：

- (a) 供应商须始终遵守《仲量联行供应商行为准则》，该守则最新副本可登陆 www.jll.com 获取；且
- (b) 如果供应商在任何时候违反了《仲量联行供应商行为准则》，仲量联行可立即书面通知供应商终止本协议。

17. 通知

17.1 本协议项下要求提供的任何信息或通知必须采用书面形式，并以下列任一方式发出：

- (a) 派专人送达至收件人地址，在此情况下，如于下午 5 时或之前送达，则视为于当日送达；如于下午 5 时后送达，则视为于下一个工作日送达；或者
- (b) 以预付邮资的邮件（如收件人在海外，则以航空邮递方式）发送，在此情况下，通知自寄出之日起 3 个工作日视为已送达；或者
- (c) 通过电子邮件发送到收件人的电子邮件地址，在此情况下，如通知于下午 5 时或之前收到，则视为于当日送达；如于下午 5 时后收到，则视为于下一个工作日送达。

18. 通用规定

18.1 仲量联行可以转让其在本协议项下的权利和义务，包括但不限于通过概括转让本协议来实现。经仲量联行要求后，供应商须签署为实现本条而可能要求签署的文件。

18.2 在本协议期限内，仲量联行可以随时书面通知供应商，变更本协议项下要求交付的货物和服务。如费用有任何变化，供应商应事先通知仲量联行。仲量联行经合理考虑不同意修改费用的，供应商有权对费用进行合理调整。供应商须根据本协议提供依据第 18.2 条变更的货物和服务。

18.3 未经双方书面同意，不得对本协议作出其他变更。

18.4 本协议中任何条款无效、非法或因其他原因不可执行的，应在法律允许的范围内予以分割，且不影响本协议的任何其他条款，并在合理可行的情况下，替换为其他并非无效、非法或不可执行之经济等值条款。

18.5 一方在任何时候未能执行或不执行本协议项下之任何权利的，不得视为放弃该权利。

18.6 本协议受中华人民共和国（“中国”）法律管辖并按其进行解释。

18.7 在本协议中，时效性至关重要。

18.8 本协议为双方关于货物和服务的完整协议，并取代之前与货物和服务有关的所有协议、建议书、声明、通信和讨论。