



## 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) **JLL** means the relevant JLL entity that is engaging the Supplier as set out in a Purchase Order.
- (f) **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.
- (g) **Personnel** means a party's employees, officers, contractors, agents, consultants, and/or other representatives.
- (h) **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.
- (i) **Purchase Order** means the purchase order between the Supplier and JLL.
- (j) **Supplier** means the supplier set out in the Purchase Order.
- (k) **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:
- 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
  - 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:
- comply with the Privacy Law as if it were an entity regulated by the Privacy Law; and
  - 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 breach of clause 11.1(a) or clause 11.1(b) has occurred or is likely to occur; or
  - 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:
- immediately notify JLL of the Data Incident;
  - immediately take all appropriate or necessary remedial action to:
    - mitigate any potential loss or interference with the relevant data (including without limitation any Personal Data);
    - prevent any further harm; and
    - protect the relevant data (including without limitation any Personal Data) from further misuse, loss, access or disclosure; and
  - 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 Hong Kong, 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. EFFECT, TERM AND TERMINATION

- 14.1 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.
- 14.2 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.
- 14.3 JLL may terminate this Agreement, or suspend the performance of the Services for any reason, by providing the Supplier with 7 days' written notice.
- 14.4 JLL may terminate this Agreement immediately if:
- the Supplier breaches this Agreement and fails to remedy such breach within 14 days of being notified of the breach by JLL; or
  - the Supplier is unable to pay its debts as and when they fall due.

## 15. APPLICABLE LAWS; JLL VENDOR CODE OF CONDUCT

- 15.1 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.
- 15.2 Despite anything else contained herein:
- 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](http://www.jll.com); and
  - 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.

## 16. NOTICES

- 16.1 Any information or notices required to be given under this Agreement must be in writing and delivered either by:
- 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;
  - 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
  - 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.

## 17. GENERAL

- 17.1 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.
- 17.2 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 17.2 in accordance with this Agreement.
- 17.3 Any other variation to this Agreement must be agreed by the parties in writing. 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.
- 17.5 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.
- 17.6 This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong.
- 17.7 Time is of the essence in this Agreement.
- 17.8 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.
- 17.9 Any person (including a body corporate) who is not a party to this Agreement shall have no rights whatsoever under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any part of this Agreement.