TERMS AND CONDITIONS

Clause 1. General

1.1 These Terms and Conditions are applicable to all demands and agreements between the Principal and the Contractor (each as defined on the Purchase Order).

1.2 Parties understand by the "Agreement", the agreement between the Principal and the Contractor, which consists of these Terms and Conditions, the Purchase Order and any other documents incorporated by reference as set out in the "Comments" box in the Purchase Order.

1.3 The Agreement constitutes the entire agreement and understanding between the Principal and Contractor in relation to its subject matter. All previous negotiations and representations (express or implied) are excluded to the maximum extent permissible at law.

1.4 In the event of any inconsistency between the documents that constitute the Agreement, the order of precedence between them will be as follows (i.e. the document listed first will take precedence over the subsequent documents) unless specified otherwise in the "Comments" box in the Purchase Order:

a) the Purchase Order
b) these Terms and Conditions; and
c) any other documents incorporated by reference as set out in the "Comments" box in the Purchase Order.

1.5 By accepting and fulfilling all or part of the Purchase Order, the Contractor also agrees to these Terms and Conditions. The Principal rejects any unilateral terms and conditions from the Contractor, including those attached to invoices.

1.6 Additional work and any addition to or change to the Agreement has to be confirmed in writing, mentioning the price, in order to be chargeable.

1.7 The Agreement, including these Terms and Conditions, is binding on the Principal and the Contractor from the earlier of the date of express consent (including by performance) by the Contractor or, if it has not been opposed in writing, the date which is 5 business days from the date of receipt of the Agreement by the Contractor. Any opposition to the Agreement has to be submitted in writing to the Principal before the provision of the Services or delivery of Goods as set out in the Purchase Order (each the "Goods" and "Services"). In that case, the order is deemed not confirmed or not given and there will be no agreement on the order.

1.8 Obvious mistakes or writing or calculation errors in the Agreement are not binding on the Principal.

Clause 2. Delivery of the Goods and Services

2.1 Without limitation to any statutory rights or warranties according to applicable law, the Contractor warrants that:

a) upon delivery, the Goods and/or Services materially comply with the specifications and the Purchase Order, and shall continue to materially comply with the specifications and the Purchase Order during the relevant warranty period;
b) the Goods conform to their description and are materially free from defects in design, materials, workmanship and installation;
c) the Goods are of satisfactory quality and reasonably fit for their purpose and use and will be of merchantable quality;
d) the Services will be provided with all of the skill, care and diligence to be expected from a qualified, competent and skilled provider of the Services of a similar scope and complexity as the Services;
e) the Goods are new and have not been used by any person, unless otherwise agreed in writing by the Principal;
f) it will comply with all applicable laws in supplying the Goods and/or Services;
g) the Goods and/or Services will comply with all applicable laws, regulations and industry standards and the Contractor's published technical, functional or operational specifications;
h) the Goods and Services and/or the Principal's and its affiliates' normal use of the Goods and Services do not and will not at any time infringe the intellectual property rights of any third party;
i) it is not aware of any conflicts of interest which could materially adversely affect the Contractor's ability to supply the Goods and/or Services as required by the Agreement; and
j) it has the full and unrestricted right to deliver the Goods and/or the Services in accordance with the Agreement and all applicable laws.

2.2 The Contractor shall indemnify the Principal from any losses arising out of a breach by the Contractor of clause 2. In addition, if at any time during the relevant warranty period, the Contractor becomes aware or the Principal notifies the Contractor of any failure of the Goods and/or the Services to comply with clause 2, the Contractor shall promptly rectify that failure at no cost to the Principal.

2.3 The Principal shall be entitled to inspect and test the Goods and Services to ensure compliance with the requirements of this Agreement. The Principal shall not be deemed to have accepted any Goods or Services until it has confirmed formal acceptance.

Without prejudice to any other right or remedy the Principal may have if any of the Goods or Services are not (or only partly) accepted, the Principal is entitled, at its discretion, a) to reject the Goods and/or Services, and/or b) to give the Contractor the opportunity at its expense to remedy or to supply replacement, and/or c) to claim damages as may have been caused by Contractor's breach.

Clause 3. General obligations of the Contractor

3.1 The Contractor undertakes and is solely and exclusively responsible (on its own behalf and for all its subcontractors) to comply with all applicable laws and regulations (including labour, social security and tax legislation) with regard to the Goods and Services to be delivered under this Agreement. The Contractor must inform the Principal of any non-compliance with any laws and regulations and must provide the Principal with all of the documents relating to the matter, as requested by the Principal.

3.2 If the Contractor suspects that the Principal is in breach of any legal obligation, it must inform the Principal immediately in writing. If not, the Contractor cannot use the alleged breach against the Principal or any third party for any reason.

3.3 The Contractor undertakes to follow all instructions, guidelines and express orders from the Principal.

3.4 The Contractor undertakes to respect the confidentiality concerning all drawings, models, constructions, company information and know-how delivered by the Principal or acquired during the execution of the Agreement.

3.5 The Contractor will not establish any contact with a client of the Principal (including a client of the Principal's related body corporates) relating to the subject matter of this Agreement and will not, either directly nor indirectly, make any price quotations or tenders, including those for extensions or changes, concerning the Goods and Services that the Principal provides or is to provide to the client, unless explicit and written approval of the Principal has been obtained.

3.6 The Contractor is obligated to check the measurements, quantities and local conditions before the acceptance of the order and is taken to be completely informed, without any right to compensation for extra works. It is up to the Contractor to ask for extra information, samples, descriptions and everything he considers necessary.

3.7 The Principal is entitled to inspect the Goods and Services at any time and to ask for all the necessary samples and certificates. This never diminishes the responsibilities of the Contractor nor the rights of the Principal concerning deficiencies, hidden deficiencies or suitability of the materials.

Clause 4. Property, intellectual property and exemption

4.1 All documents delivered to the Contractor by the Principal and all documents made by the Contractor for the Principal in the context of this Agreement, remain or become the property of the Principal.

4.2 The Contractor exempts and releases the Principal from claims concerning the breach of the intellectual property rights of third parties concerning the Goods and Services delivered by the Contractor. The Contractor will indemnify the Principal for all damages suffered by the Principal from actions against it concerning intellectual property rights delivered or incorporated in the Goods and Services provided by the Contractor.

Clause 5. Transfer, outsourcing and cession

5.1 Except where this Agreement gives an express right to do so, the Contractor may not assign, sub-licence, charge or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the Principal which may be granted or withheld in its reasonable discretion.

5.2 If the Contractor assigns or otherwise deals with its rights and obligations under this Agreement it must at its own expense ensure that the assignee or other introduced party enters into an agreement to the same effect as this Agreement subject to the variations which may reasonably be required by the other party and where both the assignee and Contractor have joint and several liability towards the Principal.

5.3 The Principal can assign the Agreement at any time to any other company affiliated to the Goodman group of companies by providing notice hereof to the Contractor.

Clause 6. Insurance

6.1 The Contractor must for the benefit of the Principal maintain all necessary insurance policies for the term of the Agreement including but not limited to:

a) public liability insurance for not less than the amount specified in the Purchase Order (an amount which may be different than the order value), or if not specified, €1,000,000 for any single event; and
b) professional indemnity insurance covering the Goods and Services being provided to the Principal with total aggregate cover of not less than the amount specified in the Purchase Order (an amount which may be different than the order value), or if not specified, an adequate and sufficient insurance coverage for the type of business that was committed (irrespective of whether the Goods and Services are provided directly by the Contractor or by any subcontractor) and the possible damage that could be caused; and
c) workers' compensation insurance, with reputable insurers and for amounts and on terms acceptable to the Principal.

6.2 The Contractor will provide the Principal with copies of the relevant certificates of currency for each insurance policy on request.

Clause 7. Liability and damages

7.1 To the extent permitted by law, the Principal is not liable to the Contractor (or any party claiming through the Contractor), in tort, contract or otherwise for any:

a) loss of profits, opportunity, revenue, data, goodwill, business or anticipated savings; or
b) any indirect or consequential damage, even if such loss or damage was reasonably foreseeable.

7.2 If, notwithstanding clause 7.1, the Principal is liable to the Contractor in relation to the Goods or Services delivered under the Agreement, the Principal's liability is limited to a sum equal to the total amount still payable by Principal under the Agreement in relation to the Goods and Services affected by the circumstances giving rise to the claim for the period of 12 months prior to the date of the liability arising.

7.3 Notwithstanding any other provision of the Agreement, the Contractor is liable to the Principal (including the Principal's directors, officers, employees, contractors and agents), for and indemnifies the Principal and its directors, officers, employees, contractors and agents against any loss, damage (both direct and indirect), claim, proceeding and cost (including all legal costs on an indemnity basis), including as a result of a third party claim against the Principal, arising out of:

a) the use or attempted use (including fraudulent use), by any person, of the Goods and Services provided under this Agreement;
b) any information, data, images, graphics or material produced, stored, transmitted, accessed, downloaded or used by the Principal or any other person using the Goods and Services provided under this Agreement;
c) any loss or damage caused by the Goods, or the acts or omissions of employees of the Contractor at the premises of the Contractor;
d) any breach by the Contractor (or its sub-contractor) of the Agreement; and
e) any loss or damage to any of the Principal's equipment as a result of the provision of the Goods and Services provided under this Agreement.

Clause 8. Price - Invoices

8.1 Unless expressly otherwise agreed, the agreed prices and fees are all-inclusive and fixed until completion of the Agreement. All costs associated with the Contractor's performance of the Agreement are deemed to be included in the price. Prices and fees include all expenses (including but not limited to travel and accommodation expenses).

8.2 Valid tax invoices are to be sent to the Principal, together with the Purchase Order and the formal acceptance, and where relevant the delivery forms and the progress reports.

Clause 9. Payment; final settlement

9.1 Payments are made in accordance with the agreed time schedules set out in the Purchase Order, or in the absence of such a time schedule, after delivery and formal acceptance by the Principal of the Goods and Services provided under this Agreement.

Valid, undisputed invoices from the Contractor are to be paid by the Principal:

- for electronic invoices sent to the e-mail address mentioned in the Purchase Order: within 30 days after the date the Principal received the e-invoice;
- for hard copy invoices sent by post : within 60 days after the date of the Principal's receipt of such an invoice.

9.2 Payments of invoices or parts of invoices do not exempt the Contractor from any liability and do not imply any approval of the Goods and Services. It will only be considered as a pre-payment. The Principal is entitled to retain 10% of the invoiced amounts as security, until the final acceptance of the Goods and Services.

9.3 The Principal may offset any amounts payable to the Contractor against any outstanding amounts that are owed by the Contractor to the Principal.

9.4 At all times, the Principal has the right to postpone all payments if the Contractor does not meet one or more of its obligations under the Agreement or any other agreement between the Principal and the Contractor.

Clause 10. Confidentiality

10.1 The Contractor acknowledges that the contents of the Agreement and all information provided by the Principal in frame of the Agreement constitute commercially sensitive and confidential information, except to the extent that it is publicly available. The Contractor agrees not to disclose that information to any third party without the Principal's prior written consent, unless legally compelled to do so, and then only after providing notice to the Principal of such required disclosure.

Clause 11. Termination

11.1 The Contractor may immediately terminate this Agreement by giving notice to the Principal if:

a) a receiver, receiver and manager, controller, managing controller, administrator, official manager, trustee or provisional or official liquidator is appointed over the assets or undertaking of the Principal;
b) The Principal:
   (i) suspends payments of its debts generally;
   (ii) is or becomes insolvent;
   (iii) enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
c) an application is filed or an order is made or resolution passed for the winding up or dissolution of the Principal other than for the purposes of reconstruction or amalgamation.

11.2 The Principal may immediately terminate this Agreement by giving notice to the Contractor if:

a) the Contractor fails to remedy (where it is capable of remedy) or persists in any breach of this Agreement after having been notified by the Principal to remedy or desist from the breach within a period of ten (10) Business Days;
b) a receiver, receiver and manager, controller, managing controller, administrator, official manager, trustee or provisional or official liquidator is appointed over the assets or undertaking of the Contractor;
c) the Contractor:
   (i) suspends payments of its debts generally;
   (ii) is or becomes insolvent;
   (iii) enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
d) an application is filed or an order is made or resolution passed for the winding up or dissolution of the Contractor.

11.3 Notwithstanding any other provision of this Agreement, the Principal may terminate this Agreement on giving not less than 30 days' written notice to the Contractor.

11.4 Termination of this Agreement under clause 11 is without prejudice to any rights which any party may have against any other party. Any payments made by the Principal to the Contractor for Goods and Services not delivered by the termination date must be reimbursed to the Principal within 10 business days of the date of termination. Termination for any reason does not discharge parties from the obligations regarding confidentiality, liability, personal data or any other terms intended to survive termination or expiry.

Clause 12. Variation and waiver

12.1 A variation of this Agreement must be in writing and signed by the parties.

12.2 Waiver of this Agreement or of any right of election arising from a breach of this Agreement must be in writing and signed by the party granting the waiver.

12.3 A breach of this Agreement or any right of election arising from a breach of this Agreement is not waived by any failure or delay in the exercise, or partial exercise, of that or any other right.

Clause 13. Applicable law/settlement of differences

13.1 This Agreement is governed by the laws in force in the jurisdiction specified in the Purchase Order (and if no jurisdiction is specified, the jurisdiction of incorporation of the Principal) and the parties submit to the non-exclusive jurisdiction of the courts of the jurisdiction specified in the Purchase Order (and if no jurisdiction is specified, the jurisdiction of incorporation of the Principal).

Clause 14. Severance

14.1 Any provision of, or the application of any provision of, this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

14.2 Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

Clause 15. Relationship of the parties

15.1 The parties acknowledge that this Agreement will not be interpreted as constituting:

a) the relationship of the parties as a partnership, quasi-partnership, association or any other relationship in which one or more of the parties may be liable generally for the acts or omissions of any other party; or
b) any party as the general agent or representative of any other party.

15.2 In particular, but without limitation, no party has the authority to pledge or purport to pledge the credit of any other party or to make or give (or purport to make or give) any representations, warranties, or undertakings for or on behalf of any other party.

15.3 Unless explicitly otherwise agreed, this Agreement is concluded on a non-exclusive basis, and nothing shall be construed as a restriction to conclude similar agreements with third parties.

Clause 16. Compliance

16.1 The Contractor acknowledges that the Principal and its affiliates including all entities managed by the Principal (hereinafter collectively referred to as "Goodman") is committed to responsible management of its business as indicated in its Code of Conduct available at ce-statement-of-business-ethics-en.pdf (goodman.com), or https://ce.goodman.com/-/media/project/goodman/continental-europe/files/ce-statement-of-business-ethics-en.pdf

and undertakes not to knowingly cooperate with any supplier who knowingly participates in slavery or human trafficking or fails to meet legal requirements and ethical and moral standards.

16.2 Goodman is committed to promoting its Supplier Code of Conduct in all activity processes. Therefore, Goodman expects its suppliers to comply with the following minimum standards and work to implement them throughout the business process.

These principles include in particular, but not exclusively:

a) Respect for Human Rights: International human rights must be respected and protected.
b) Prohibition of child labour: Regulations prohibiting child labour and the respective regulations for the protection of young workers must be observed.
c) Prohibition of forced labour: Any promotion or performance of forced labour and slavery is prohibited.
d) Prevention of corruption and bribery: Corruption, bribery and extortion must not be tolerated. Any form of corruption must be prevented and addressed in compliance with the United Nations Convention against Corruption and applicable national laws. Invitations and gifts should be within reasonable limits and should not affect business relationships. Any conflict of interest should be avoided.
e) Pro-competitive behaviour: Applicable national and international laws related to competition must be observed. In particular, the principles of fair competition and the prohibition of agreements that distort competition must be observed.
f) Environmental protection: Environmental regulations and restrictions related to hazardous substances must be observed. In addition, actions within the framework of global and social responsibility and to protect the environment that are generally necessary must be taken.

16.3 Goodman reserves the right to check compliance with these principles within the framework of common law or specific audits; the audits shall be carried out by the appropriate persons (e.g. an external auditor), who are obliged to maintain confidentiality. In cases where there is a specific suspicion of violation of these principles, Goodman may, subject to giving proper notification, have an unscheduled audit carried out during usual operating hours.

16.4 If the Contractor violates any of the above principles, Goodman may require the Contractor to take the necessary measures to remedy the same. If the Contractor fails to put an end to such violations, Goodman may, after the expiration of a reasonable period of time, terminate the contract with immediate effect and without being liable for compensation.

16.5 The Contractor will take the necessary steps to also ensure that all entities of its group accept and implement the same principles.

Clause 17. Data Privacy

17.1 In providing the Goods and/or Services, the Contractor shall comply with the Data Protection Legislation (as defined below) relating to Personal Data (as defined in Data Protection Legislation) of the Principal or its affiliates, customers, personnel or consultants obtained by the Contractor in connection with this Agreement (the "Principal's Personal Data").

17.2 Without limitation to clause 17.1, the Contractor must:

a) process the Principal's Personal Data only on the instructions of the Principal and ensure that it is used only as necessary to carry out the Contractor's obligations under this Agreement;
b) ensure that the Principal's Personal Data is kept secure and is not subject to any unauthorised or unlawful processing, accidental loss, destruction or damage; and
c) ensure that none of the Principal's Personal Data is transferred outside the European Economic Area without the prior written consent of the Principal.

17.3 "Data Protection Legislation" means any law, rule, or other regulation applicable to the Principal and/or the Contractor relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data (GDPR) and any implementing, derivative or related legislation.