



# Framework Subcontractor Agreement

This Framework Subcontractor Agreement (hereinafter referred to as the "Subcontract") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between TK Elevator Corporation (also referred to herein as "TKE," "We," or "Us") and \_\_\_\_\_ also referred to herein as "Subcontractor" or "you"), whose principal address is \_\_\_\_\_ and shall govern any and all work set forth in any purchase orders issued by TKE to Subcontractor subsequent to the execution of this Subcontract (hereinafter referred to individually as a "Purchase Order"). Subcontractor further agrees that it shall furnish all labor, tools, equipment, supplies, transportation, supervision, insurance, taxes, fees, permits, professional and other services and shall perform all operations necessary and required to satisfactorily perform the work called for in the Purchase Order (also referred to herein as the "Work"). In addition, Subcontractor agrees that it will request and review any and all agreements between TKE and any applicable general contractor, architect, developer, owner and/or property manager that governs performance of the Work (hereinafter referred to as the "Master Agreement") and that it shall perform such Work in accordance with the terms and conditions of this Subcontract, the Purchase Order, and the Master Agreement. Subcontractor further agrees to perform its Work in compliance with all applicable codes, rules, regulations, statutes and ordinances pertaining to same.

The Subcontractor agrees to be bound to TKE under this Subcontract according to the same terms and conditions as TKE is bound to the applicable general contractor, architect, developer, owner and/or property under the Master Agreement and any additional terms and conditions set forth herein and the Purchase Order. In the event of a conflict between the terms and conditions set forth in the Master Agreement and the terms and conditions of this Subcontract and the Purchase Order, the most expansive terms and conditions shall prevail.

To the fullest extent permitted by law, Subcontractor expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TKE, its affiliates and subsidiaries, their respective officers, agents, employees, successors and assigns, insurers and attorneys, along with all parties to the Master Agreement, their respective officers, agents, employees, successors and assigns, insurers and attorneys (hereinafter the "Indemnified Parties") from and against any and all claims, demands, suits, and proceedings brought against any one or more of the Indemnified Parties of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the Work or the presence, use, misuse, maintenance, installation, inspection, removal, manufacture, design, operation or condition of any vertical transportation equipment that is the subject matter of the Master Agreement and/or the Purchase Order.

Should loss of or damage to Subcontractor's material, tools or Work occur at the Work site or location, Subcontractor agrees to look to its own insurance as its sole remedy and releases the Indemnified Parties from all claims associated with that loss or damage.

**SUBCONTRACTOR'S STATUS:** The Subcontractor agrees and acknowledges that it has been retained as an independent contractor under this Subcontract and any associated Purchase Order. The Subcontractor is responsible for and has control over all means, methods, techniques, sequences, procedures and coordination of all portions of the Work to be performed under this Subcontract and any associated Purchase Order, unless TKE shall give specific written instruction concerning these matters. Further, the Subcontractor is fully responsible for and has sole control over all means, methods, techniques, sequences, procedures and coordination of all portions of the Work related to the safety of the Subcontractor's employees and any other persons in and about the area of the Work.

**SAFETY:** Subcontractor shall take all reasonable safety precautions with respect to the Work, and shall be familiar with and comply with all requisite site safety measures as mandated by any party to the Master Agreement and with all applicable local, state and/or federal occupational safety and health laws, statutes,

ordinances, rules, regulations and orders related to the Work, facility and products or materials used to perform the Work, including, but not limited to, the use of personal protective equipment, hazardous energy control, confined space, electrical safe work practices, and hot work. Subcontractor shall ensure that it coordinates the Work with others as required by the hazardous energy control, confined space and any other applicable occupational safety and health standards.

Subcontractor shall ensure that only personnel that have received appropriate health and safety induction training prior to the commencement of Work shall perform any of the Work and only those personnel who have been specifically trained to perform the Work shall enter the jobsite and shall not be replaced by untrained personnel. Subcontractor shall appoint a health and safety coordinator for the Work which shall be the point of contact for TKE with respect to any health and safety matters and shall immediately communicate to TKE in writing should the identity of that coordinator change. Subcontractor shall maintain detailed reports of all incidents and/or accidents involving personal injury (including death) and/or property damage and shall submit copies of such reports to TKE within 24 hours of any incident and/or accident. Subcontractor agrees that, prior to performing any Work pursuant to this Subcontract, it will evaluate the safety and condition of the premises and will notify TKE in writing within 24 hours of the discovery of any unsafe condition in place and will further prevent its personnel from entering into any such area or performing any Work in or around any such area. Failure of Subcontractor to notify TKE of any unsafe condition prior to beginning Work shall conclusively establish Subcontractor's acceptance of the safety of the conditions related to its Work. Subcontractor agrees that it and its personnel shall comply with the 10 Safety Rules as outlined on <https://www.tkelevator.com/global-en/company/sustainability/partners/>

**QUALIFICATION:** As a condition precedent to TKE's performance under this Subcontract and/or any Purchase Order, Subcontractor must, at all times material hereto, remain (a) fully enrolled with TKE 's designated Contractor Prequalification and Document Management vendor of choice and (b) fully qualified by that Contractor Prequalification and Document Management vendor to conduct business with TKE.

**INSURANCE:** Subcontractor will, at all times, carry and continuously maintain at its own expense, or cause to be carried and continuously maintained, at least the minimum insurance coverage set forth below:

- a. Workers' Compensation: statutory limits in compliance with the law or laws of the state or states in which employees are hired or will work;
- b. Employers' Liability: limits of no less than \$ 1,000,000 for each accident/each employee;
- c. Commercial General Liability: limits of no less than \$ 2,000,000 per occurrence and \$2,000,000 in the aggregate which shall, at a minimum, include the following coverages: blanket contractual, products, operations, completed operations, independent contractors, and separation of insureds;
- d. Automobile Liability: coverage for any auto with limits of no less than \$5,000,000 combined single limit; and
- e. Umbrella/Excess Liability for Commercial General Liability and Automobile Liability: limits of not less than \$5,000,000 beyond each primary policy.

In addition, if Subcontractor's work involves the provision of advice, expertise, recommendations, information for compensation or a professional service including but not limited to engineering, architectural, consulting, legal or design work, Subcontractor shall also carry and continuously maintain Professional Liability coverage with limits of no less than \$10,000,000 per claim.

If Subcontractor's Work involves the transportation by vehicle of, the storing of, the disposal of, or working with any hazardous waste products, fluids or materials that could damage the environment, Subcontractor shall also carry and continuously maintain Pollution Liability coverage with limits of no less than \$5,000,000 per occurrence.

Subcontractor shall furnish TKE, on TKE's request and on any coverage renewal date, approved certificates of all insurance required including a 30-day notice to TKE of any material change or cancellation of coverage to the attention of the TK Elevator Corporation Legal Department, 210 North University Driver, Coral Springs, FL 33071.

TK Elevator Corporation and TK Elevator Manufacturing, Inc. shall be included as an additional insured (a) on Subcontractor's Commercial General Liability policy and any Umbrella/Excess coverage via ISO form CG 20 10 AND CG 20 37 and (b) on Subcontractor's Automobile Liability and Pollution Liability policies. All such insurance must indicate that it is primary and without the right of contribution of any other insurance or self-insurance carried by or on behalf of TKE and/or general contractor, architect, developer, owner and/or property manager that governs performance of the Work. Subcontractor's insurers must also waive all rights of subrogation against TKE and the applicable general contractor, architect, developer, owner and/or property manager in connection with the Work as to Subcontractor's Commercial General Liability policy and any Umbrella/Excess coverage via ISO form CG 24 04 and also as to Subcontractor's Worker's Compensation, Pollution Liability and Automobile Liability policy(ies).

**PROPERTY:** Any and all personal property, including wiring diagrams, drawings, equipment or materials found on the jobsite prior to the start of the Work or acquired from any Indemnified Party shall remain the exclusive property of that Indemnified Party and shall be returned to that party at any time upon 24 hours written request.

**SCHEDULE AND TERM:** Subcontractor will proceed with the Work in a prompt and diligent manner in accordance with the schedules set forth and/or referenced in and/or created in conjunction with or as a result of the execution of the Master Agreement and Subcontractor acknowledges that time is of the essence with respect to its completion of the Work.

The term of any associated Purchase Order issued in accordance with this Subcontract shall precisely match the term set forth in the Master Agreement that obligates TKE to the applicable general contractor, architect, developer, owner and/or property manager for the Work, unless TKE terminates the associated Purchase Order earlier, in accordance with the termination provisions set forth herein.

**COMPENSATION:** As full consideration for the satisfactory performance by Subcontractor of this Subcontract, TKE shall pay to Subcontractor the price set forth in the associated Purchase Order. Should Subcontractor fail to meet the terms and conditions of this Subcontract, the price set forth in the associated Purchase Order shall be modified accordingly by TKE. Subcontractor shall invoice TKE using the form provided by TKE.

**COMMUNICATION AND STATUS REPORTS:** All communications between Subcontractor and the Owner and/or Property Manager regarding the status of the Work shall be via TKE. Subcontractor shall furnish TKE with written periodic progress reports on a schedule as designated by TKE that shall specifically describe status of the Work and shall, in addition, furnish all documents to TKE that TKE is obligated to furnish to the applicable general contractor, architect, developer, owner and/or property manager, as applicable, under the Master Agreement.

**WARRANTY:** Subcontractor warrants that all materials and equipment furnished by it shall be new and that all Work under this Subcontract will be performed in accordance with the Master Agreement and the associated Purchase Order in a good and workmanlike manner. All Work performed and materials furnished by Subcontractor must be satisfactory to TKE and the applicable general contractor, architect, developer, owner and/or property manager and the warranties contained in this section shall be in addition and not a limitation of any other warranty or remedies provided by law or by the Master Agreement or Purchase Order.

**ASSIGNMENT:** Subcontractor shall not assign this Subcontract, any associated Purchase Order, or any amounts due or to become due thereunder to any third party and shall not subcontract the whole or any portion of this Subcontract or the Purchase Order without the prior written consent of TKE. Upon the provision of such prior written consent Subcontractor shall ensure that its sub-subcontractor(s) shall meet each and every obligation applicable to Subcontractor under this Subcontract, any associated Purchase Order and the Master Agreement. The provision of such prior written consent shall not, however, relieve Subcontractor of any of Subcontractor's obligations, duties, responsibilities or liabilities under this Subcontract, any associated Purchase Order and the Master Agreement.

**CONFIDENTIALITY:** (a) As used herein, "Confidential Information" shall mean all present and future confidential information created, discovered or developed by, or otherwise known to, TKE (including, without limitation, confidential information created, discovered, developed or made known to Subcontractor during the period of or arising out of this Subcontract, any Master Agreement or any Purchase Order. Confidential Information includes, for example, trade secrets, processes, formulae, data and know-how, discoveries, developments, designs, improvements, inventions, experimental and research work, methods, machines, tools, manufacturing techniques, computer systems, computer programs, computer software, disks, tapes, reports, memoranda, plans, charts, notes, manuals, drawings, marketing plans, strategies, forecasts, proposals, new products, unpublished financial statements, budgets, projections, licenses, sales, prices, costs and customer, prospective customer and supplier lists. Confidential Information does not include however, information which (i) is approved for release by written authorization of TKE, (ii) may be required by law or an order of any court, agency or proceeding to be disclosed, (iii) is lawfully acquired by Subcontractor outside the course of fulfilling this Subcontract or any Purchase Order, or (iv) was known by Subcontractor prior to the execution of this Subcontract or the issuance of any Purchase Order. (b) All Confidential Information shall forever be maintained in confidence by Subcontractor and used by Subcontractor only to such extent as may be necessary in the ordinary course of performing the Work. Subcontractor shall not at any time either during or subsequent to completion of the Work, without the prior written consent of TKE, reveal, disclose, divulge, publish, disseminate, communicate, use or employ for the benefit of Subcontractor or others (including without limitation, any corporation, partnership, company, business, group, association, firm, trust, venture or entity other than TKE or any person not then employed by TKE) any Confidential Information. (c) Subcontractor shall not reproduce or make copies of Confidential Information except as necessary in the ordinary course of performing the Work. Subcontractor shall immediately notify TKE of any circumstance or state of facts which comes to Subcontractor's attention which does or might indicate that there has been a loss of confidentiality of any Confidential Information. (d) Upon the conclusion of the Work or termination of the Work by TKE, whichever comes first, Subcontractor shall return to TKE all documents or other materials which constitute Confidential Information and not to take with Subcontractor any of the foregoing or any reproduction thereof or anything containing any, or relating to any, Confidential Information. Subcontractor acknowledges that because of the nature of the business of TKE and the subject matter of this Subcontract, a breach or attempted breach of this paragraph will cause substantial injury to TKE for which money damages alone may not provide an adequate remedy. Therefore, TKE shall be entitled to injunctive relief in addition to and not in limitation of any other remedies, both legal and equitable and including money damages available to TKE for any breach or threatened breach by Subcontractor of this paragraph.

**TERMINATION:** If Subcontractor at any time shall fail or refuse to supply sufficient properly skilled workers or materials or equipment of the proper quality and quantity or fail in any respect to prosecute Subcontractor's Work with promptness and diligence and in accordance with the terms and conditions of the Master Agreement, the applicable Purchase Order and this Subcontract, or is in breach of any provision of the Master Agreement, the applicable Purchase Order or this Subcontract, TKE, at its sole discretion and option, may terminate the Subcontractor's right to complete the Work called for under the Master Agreement and/or the applicable Purchase Order by delivering written notice to the Subcontractor. Thereafter, TKE may take possession of the project which is the subject matter of the Work, and all materials, tools, appliances and equipment of the Subcontractor at the building site and through himself or others provide all labor, equipment, and materials necessary to prosecute the Work on such terms and conditions that TKE, in its sole discretion, shall deem appropriate. TKE shall deduct the cost thereof, including without restriction, all charges, expenses, losses, costs, damages and attorneys' fees incurred as a result of Subcontractor's failure to perform as set forth above from any money then due or thereafter to become due to the Subcontractor under this Subcontract and shall retain the right to prosecute an action at law or equity to enforce its rights under this Subcontract.

TKE may, at any time and without default of the Subcontractor, terminate the whole or any part of this Subcontract or the associated Purchase Order for the sole convenience of TKE. Subcontractor agrees that upon any such termination, the Subcontractor's sole remedy shall be payment of the full value for all work performed in accordance with the terms and conditions of this Subcontract less all payments Subcontractor has received previously on account of such work performed. Subcontractor agrees to waive all claims for damages, including lost or anticipated profits, arising from or related to any such termination by TKE.

**GOVERNING LAW:** This Subcontract shall be governed by the law of the State in which the Work is performed.

**AUDIT:** Subcontractor shall keep and maintain under its control full and proper documentation and records of all transactions and matters related to this Subcontract which shall be retained by Subcontractor for a period of at least ten (10) years following the termination of this Subcontract (hereinafter referred to as the "Retention Period"). During the Retention Period TKE and its designated representatives (including but not limited to accountants or auditors) shall have the right to enter the Subcontractor's premises upon reasonable notice to Subcontractor to examine and audit such documentation and records and to make photocopies or duplicates thereof or extracts therefrom. Subcontractor agrees to cooperate fully with TKE and its designated representatives in carrying out all such examinations and audits. If any transaction pursuant to this Subcontract be subject to any investigation or request for documents, records or statements by any governmental or quasi-governmental agency or authority, including but not limited to tax, criminal, or administrative investigations), Subcontractor agrees to provide a written declaration under penalty of perjury to TKE at TKE's request stating whether, to what extent, when, to which authority and under which file number Subcontractor has accounted for the compensation received for that transaction. Moreover, Subcontractor agrees that upon request by TKE Subcontractor shall provide a written declaration by the competent tax authority or alternatively by a financial auditor confirming that the compensation received by Subcontractor in connection with this Subcontract has been properly accounted for in the Subcontractor's tax declaration.

**COMPLIANCE AND ANTI-CORRUPTION:** By executing this Subcontract Subcontractor confirms that it has received (A) TKE's Supplier Code of Conduct, (B) the Global Framework Agreement between TKE, the Group Works Council of TKE, IG Metal and Industrial Global Union, and (C) the Global Compact of the United Nations (a copy of which can be found at [www.unglobalcompact.org](http://www.unglobalcompact.org)), and agrees to be bound by such Supplier Code of Conduct, International Framework Agreement, and Global Compact to the same extent that TKE has agreed to be bound by same. Subcontractor agrees that neither the Subcontractor nor its employees or agents shall offer, give or agree to give to any person or accept or agree to accept from any person (whether for itself or on behalf of another person and either directly or indirectly any gift or payment, consideration or benefit of any kind which constitutes an illegal or corrupt practice under all applicable laws including so-called facilitation payments to public officials (also referred to hereinafter as the "Anti-Corruption Obligation"). Subcontractor shall disclose in writing to TKE the details of any breach of the Anti-Corruption Obligation. Subcontractor shall (a) at all times maintain strict compliance with this Anti-Corruption Obligation, (B) monitor its employees and agents to ensure their compliance with the Anti-Corruption Obligation, (C) make clear in all its dealings on behalf of TKE that it is acting in accordance with the Anti-Corruption Obligation and (D) disclose in writing any personal relationship Subcontractor or any of its employees has with an employee of the owner, property manager, general contractor (as applicable to the Master Agreement in question) or TKE to TKE. Subcontractor acknowledges that all of its obligations under this provision shall be ongoing obligations.

Moreover, to the fullest extent permitted by law, Subcontractor expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TKE, its affiliates and subsidiaries, their respective officers, agents, employees, successors and assigns, insurers and attorneys, along with all parties to the Master Agreement, their respective officers, agents, employees, successors and assigns, insurers and attorneys (hereinafter the "Indemnified Parties") from and against any and all claims, demands, suits, and proceedings brought against any one or more of the Indemnified Parties of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with any breach of the Supplier Code of Conduct referenced in the above paragraph and/or any breach of any obligation set forth in this Subcontract.

**ANTI-TRUST:** Subcontractor shall at all times applicable hereto observe all applicable competition laws and agrees that under no circumstances will Subcontractor make any arrangements which have as their objective or effect the prevention, restriction or distortion of competition. Moreover, Subcontractor shall neither agree upon a restraint of competition with competitors of TKE nor in any way induce a concerted market behavior between TKE and its competitors. Subcontractor shall treat all competitively sensitive information disclosed to it as confidential and shall neither disclose such information entrusted to it by TKE to competitors of TKE nor shall

Subcontractor disclose competitively sensitive information entrusted to it by competitors of TKE to TKE. Subcontractor agrees to address all questions of doubt as to whether or not a third party is a TKE competitor or whether or not information is competitively sensitive or not to TKE on Subcontractor's own initiative.

**SEVERABILITY:** In the event any portion of this Subcontract is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity of enforceability of any other portion of this Subcontract.

**NO MODIFICATION:** No modification of this Subcontract shall be valid unless previously agreed to in writing and executed by an authorized representative of both TKE and Subcontractor. This Subcontract is the entire and sole agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all other prior written agreements and understandings and communications of any kind, whether written or oral.

**WAIVER:** The rights of TKE under this Subcontract shall be cumulative and the failure on the part of the TKE to exercise any rights given hereunder shall not operate to forfeit or waive any of its rights under this Subcontract.

**ATTORNEYS' FEES:** In the event Subcontractor defaults in the performance of any terms, conditions, covenants, or agreements set forth in this Subcontract and/or any Purchase Order and TKE seeks to enforce any part (or all of) those terms, conditions, covenants or agreements, Subcontractor agrees to pay TKE's reasonable attorneys' fees and associated costs, regardless of whether suit is filed.

**MISCELLANEOUS:** TKE shall not be liable to Subcontractor for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond TKE's control.

In no event shall TKE be liable to Subcontractor for any indirect, special or consequential damages of any kind for any reason whatsoever.

**Accepted:**  
SUBCONTRACTOR:

**TK Elevator Corporation**

\_\_\_\_\_  
(Print Corporate Name of Subcontractor)

By: BRIAN STARKE

By: \_\_\_\_\_  
(Signature of Authorized Individual)

Title: SENIOR DIRECTOR, PROCUREMENT AND  
SUPPLY CHAIN MANAGEMENT

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_