



Project: F-302 - The Falls Village Resort bldg 16 and 17

AS AGENT

Submit Date:

PO #: F-302-064571

Manufacturer

Read Windows
5900 Weisbrook Lane
Knoxville, TN 37909 United States

Phone: (813) 391-8567**Contact:** Harris Gorab**Source**

Read Windows

Phone:**Contact:****Ship To**

The Falls Village Bldg 16+17
200 Creekside Road
Bldg 16 + 17
Branson, MO 65616 USA
Contact:
Phone:
Email:
Note:

Bill To

The Falls Village Condominium Association, Inc.
The Falls Village Resort
c/o Beyer Brown (AGENT)
450 S. Orange Avenue, Suite 150,
Orlando, FL 32801, USA
Contact: Karina Orozco
Phone: (321) 270-8340
E-mail: karina@beyerbrown.com

*DO NOT SHIP TO BILL TO ADDRESS UNLESS OTHERWISE
STATED

Final Destination

Branson, MO 65616

Project Tax Rate

4.23%

Freight	Terms	Shipping Instructions	Delivery Date	Currency
Quote to be provided to BB for approval	50% DP/CBD	Contact BB for approval to release	09-02-2024	USD

Quantity	Description	Unit Cost	Extension
1	Drapery Installation Estimate ----- Required Item(s) for Approval Prior to Fabrication on Item # Drapery Installation Estimate **NONE** -----	\$9,950.00	\$9,950.00
SideMark for: The Falls Village Resort bldg 16 and 17 Guestrooms Drapery Installation Estimate			
1	Field Measure - Trip Charge Estimate ----- Required Item(s) for Approval Prior to Fabrication on Item # Field Measure - Trip Charge Estimate **NONE** -----	\$1,800.00	\$1,800.00
SideMark for: The Falls Village Resort bldg 16 and 17 Guestrooms Field Measure - Trip Charge Estimate			
1	Field Measuring Fee Estimate ----- Required Item(s) for Approval	\$750.00	\$750.00
SideMark for: The			



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Falls Village Resort bldg 16 and 17 Guestrooms Field Measuring Fee Estimate	Prior to Fabrication on Item # Field Measuring Fee Estimate **NONE** -----		
1	Install - Trip Charge Estimate ----- Required Item(s) for Approval Prior to Fabrication on Item # Install - Trip Charge Estimate **NONE** -----	\$3,150.00	\$3,150.00
18 each	WT-300 Drapery Fabrication @ Living Room Drapery Fabrication @ Living Room Model Name: Blackout + Sheer Fabrication Dimensions: Finished: 137"W x 91"H Color/Finish: Blackout: COM: Fabricut Patrick Dove 55" Goods, 10.43"V x 9.25"H Repeat Sheer: COM: Fabricut Brink Pure 118" Goods, No Repeat, Railroaded Roll Details: COM Required: Blackout: 23 yds/each Sheer: 10 yds/each Item Details: Blackout: Custom 120% Ripplefold Drapery, 3 Pass BO Lining, Std Hems, Center Draw Sheer: Custom 120% Ripplefold Sheer Drapery, Unlined, Std Hems, Center Draw ----- Required Item(s) for Approval Prior to Fabrication on Item # WT-300 **NONE** ----- WTF-300 Window Treatment Blackout Fabric @ Living Room (Patrick/Dove) Window Treatment Blackout Fabric @ Living Room (Patrick/Dove) Model Name: Patrick/Dove Fabric Orientation: Verify with Purchaser Dimensions: Width: 55" Pattern Repeat: 10.43" x 9.25"	\$441.25	\$7,942.50



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Quantity	Description	Unit Cost	Extension
	<p>Color/Finish: Dove</p> <p>Finish: Alta Drapery Treatment from Applied Textiles</p> <p>Roll Details: Content: 100% Polyester Blackout: Ecru blackout lining</p> <p>Item Details: Abrasion: 100,000 DR Fire Rating: Passes NFPA 701</p> <p>WTF-300.1 Window Treatment Sheer Fabric @ Living Room (Brink/Pure) Window Treatment Sheer Fabric @ Living Room (Brink/Pure)</p> <p>Model Name: Brink/Pure</p> <p>Fabric Orientation: Verify with Purchaser</p> <p>Dimensions: Width: 118"</p> <p>Color/Finish: Pure</p> <p>Roll Details: Content: 100% Polyester</p> <p>Item Details: Abrasion: 100,000 DR Fire Rating: Passes NFPA 701 Passes MVS 302 IMO FTPC Part 7 (Drapery)</p>		
18 each	<p>WT-400 Drapery Fabrication @ Master Bedroom Drapery Fabrication @ Master Bedroom</p> <p>Model Name: Blackout + Sheer Fabrication</p> <p>Dimensions: Finished: 109"W x 91"H</p> <p>Color/Finish: Blackout: COM: Fabricut Patrick Dove 55" Goods, 10.43"V x 9.25"H Repeat Sheer: COM: Fabricut Brink Pure 118" Goods, No Repeat, Railroaded</p> <p>Roll Details: COM Required: Blackout: 19.75 yds/each Sheer: 8 yds/each</p> <p>Item Details: Blackout: Custom 120% Ripplefold Drapery, 3 Pass BO Lining, Stnd Hems, Center Draw Sheer:</p>	\$345.25	\$6,214.50

SideMark for: The Falls Village Resort bldg 16 and 17 Guestrooms WT-400



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	<p>Custom 120% Ripplefold Sheer Drapery, Unlined, Std Hems, Center Draw</p> <p>-----</p> <p>Required Item(s) for Approval Prior to Fabrication on Item # WT-400 **NONE**</p> <p>-----</p> <p>WTF-400 Window Treatment Blackout Fabric @ Master Bedroom (Patrick/Dove) Window Treatment Blackout Fabric @ Master Bedroom (Patrick/Dove)</p> <p>Model Name: Patrick/Dove</p> <p>Fabric Orientation: Verify with Purchaser</p> <p>Dimensions: Width: 55" Pattern Repeat: 10.43" x 9.25"</p> <p>Color/Finish: Dove</p> <p>Finish: Alta Drapery Treatment from Applied Textiles</p> <p>Roll Details: Content: 100% Polyester Blackout: Ecru blackout lining</p> <p>Item Details: Abrasion: 100,000 DR Fire Rating: Passes NFPA 701</p> <p>WTF-400.1 Window Treatment Sheer Fabric @ Master Bedroom (Brink/Pure) Window Treatment Sheer Fabric @ Master Bedroom (Brink/Pure)</p> <p>Model Name: Brink/Pure</p> <p>Fabric Orientation: Verify with Purchaser</p> <p>Dimensions: Width: 118"</p> <p>Color/Finish: Pure</p> <p>Roll Details: Content: 100% Polyester</p> <p>Item Details: Abrasion: 100,000 DR</p>		



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Quantity	Description	Unit Cost	Extension
	Fire Rating: Passes NFPA 701 Passes MVS 302 IMO FTPC Part 7 (Drapery)		
18 each	WT-600 Drapery Fabrication @ Lock Off Drapery Fabrication @ Lock Off Model Name: Blackout + Sheer Fabrication Dimensions: Finished: 109"W x 91"H Color/Finish: Blackout: COM: Fabricut Patrick Dove 55" Goods, 10.43"V x 9.25"H Repeat Sheer: COM: Fabricut Brink Pure 118" Goods, No Repeat, Railroaded Roll Details: COM Required: Blackout: 19.75 yds/each Sheer: 8 yds/each Item Details: Blackout: Custom 120% Ripplefold Drapery, 3 Pass BO Lining, Std Hems, Center Draw Sheer: Custom 120% Ripplefold Sheer Drapery, Unlined, Std Hems, Center Draw ----- Required Item(s) for Approval Prior to Fabrication on Item # WT-600 **NONE** ----- WTF-600 Window Treatment Blackout Fabric @ Lock Off (Patrick/Dove) Window Treatment Blackout Fabric @ Lock Off (Patrick/Dove) Model Name: Patrick/Dove Fabric Orientation: Verify with Purchaser Dimensions: Width: 55" Pattern Repeat: 10.43" x 9.25" Color/Finish: Dove Finish: Alta Drapery Treatment from Applied Textiles Roll Details: Content: 100% Polyester Blackout: Ecru blackout lining	\$345.25	\$6,214.50



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	<p>Item Details: Abrasion: 100,000 DR Fire Rating: Passes NFPA 701</p> <p>WTF-600.1 Window Treatment Sheer Fabric @ Lock Off (Brink/Pure) Window Treatment Sheer Fabric @ Lock Off (Brink/Pure)</p> <p>Model Name: Brink/Pure</p> <p>Fabric Orientation: Verify with Purchaser</p> <p>Dimensions: Width: 118"</p> <p>Color/Finish: Pure</p> <p>Roll Details: Content: 100% Polyester</p> <p>Item Details: Abrasion: 100,000 DR Fire Rating: Passes NFPA 701 Passes MVS 302 IMO FTPC Part 7 (Drapery)</p>		
18 each SideMark for: The Falls Village Resort bldg 16 and 17 Guestrooms WTH-300	<p>WTH-300 Drapery Hardware @ Living Room Drapery Hardware @ Living Room</p> <p>Model Name: Hardware</p> <p>Color/Finish: Color: Nickel Finial: End Cap</p> <p>Item Details: Custom RWP Modern Metals Double Traverse Hardware, Wall Mount, 36" Clear Acrylic Baton Draw</p> <p>----- Required Item(s) for Approval Prior to Fabrication on Item # WTH-300 **NONE** -----</p>	\$527.50	\$9,495.00
18 each SideMark for: The Falls Village Resort bldg 16 and 17 Guestrooms WTH-400	<p>WTH-400 Drapery Hardware @ Master Bedroom Drapery Hardware @ Master Bedroom</p> <p>Model Name: Hardware</p> <p>Color/Finish: Color: Nickel Finial: End Cap</p> <p>Item Details: Custom RWP Modern Metals Double Traverse Hardware, Wall Mount, 36" Clear Acrylic Baton</p>	\$457.75	\$8,239.50



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Quantity	Description	Unit Cost	Extension
	Draw ----- Required Item(s) for Approval Prior to Fabrication on Item # WTH-400 **NONE** -----		
18 each SideMark for: The Falls Village Resort bldg 16 and 17 Guestrooms WTH-600	WTH-600 Drapery Hardware @ Lock Off Drapery Hardware @ Lock Off Model Name: Hardware Color/Finish: Color: Nickel Finial: End Cap Item Details: Custom RWP Modern Metals Double Traverse Hardware, Wall Mount, 36" Clear Acrylic Baton Draw ----- Required Item(s) for Approval Prior to Fabrication on Item # WTH-600 **NONE** -----	\$457.75	\$8,239.50

PO Total: \$61,995.50

Item Type Notes

Window Treatment

- Items must meet all flammability standards.
- FIELD MEASURE REQUIRED prior to fabrication. Vendor must advise if any field conditions will affect quoted pricing immediately after measurements are taken.
- The Fabricator is responsible for verifying the exact yardage requirements. Fabricator is responsible for verifying and confirming each window - all dimensions, quantities, yardage, COM and material requirements based on style of window treatment and specified COM width and repeat prior to purchasing.
- Manufacturer to provide all required hardware to ensure proper installation. Metal finishes to have clear enamel matte coating, rust inhibitor primer, baked enamel, or powder coat finish for humidity protection to prevent rust and corrosion.
- Installer shall check and verify fit, size, and ease of operation of all drapery and track after installation.
- Please notify purchasing agent and provide a receiving report as fabrics are received.
- Please inspect fabric for defects prior to cutting and notify purchasing agent immediately.

Notes

PLEASE SIGN HERE IN ACCEPTANCE OF PURCHASE ORDER AND RETURN TO PROJECT CONTACT

Company Name_____
Title_____
Signature_____
Date Signed

**PURCHASE ORDER****Project: F-302 - The Falls Village Resort bldg 16 and 17****AS AGENT**

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1. BEYER BROWN & ASSOCIATES LP ("PURCHASING AGENT") IS ACTING AS A DISCLOSED AGENT ON BEHALF OF ITS CLIENT, The Falls Village Resort, The Falls Village Condominium Association, Inc., ("OWNER") AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE PAYMENT OF GOODS OR SERVICES ORDERED, UNLESS OTHERWISE STATED ON THIS PURCHASE ORDER. OWNER AND VENDOR ACKNOWLEDGE THAT PURCHASING AGENT IS AN AGENT OF OWNER AND THEREFORE SHALL NOT BE SUBJECT TO ANY LIABILITY BASED ON ANY DEFAULT UNDER THE PURCHASE ORDER. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY AND HOLD HARMLESS PURCHASING AGENT, OWNER, AND THEIR MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES ("INDEMNITEES") FROM ANY ALL LIABILITIES, CLAIMS, DAMAGES, PENALTIES, DEMANDS, JUDGMENTS, ACTIONS, PROCEEDINGS, LOSSES OR COSTS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND PARALEGALS' FEES, ARISING OUT OF OR RESULTING FROM A DEFAULT UNDER THE PURCHASE ORDER AND ANY CLAIM OR LOSS RELATED TO VENDOR'S PERFORMANCE OF THE SERVICES SET FORTH IN THE PURCHASE ORDER CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE VENDOR. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS PROVISION.

2. ALL INVOICES MUST BE EMAILED TO THE PURCHASING AGENT'S PROJECT MANAGER CONTACT: karina@beyerbrown.com. NO MAILED INVOICES WILL BE PROCESSED.

3. VENDOR MUST SUBMIT A PROFORMA INVOICE OR BALANCE DUE INVOICE IN A TIMELY FASHION PRIOR TO SHIPPING AS NOT TO IMPACT THE PROJECT SCHEDULE. INVOICE MUST INCLUDE THE CORRECT BILL TO, AS REFLECTED ON THIS P.O.

4. VENDOR MUST SUBMIT WARRANTY INFORMATION, CARE & MAINTENANCE INSTRUCTIONS WITH INVOICE. VENDOR AGREES TO A MINIMUM OF ONE (1) YEAR PRODUCT WARRANTY. ALL ITEMS MUST BE COMMERCIAL QUALITY AND SUITABLE FOR THE DESIGNATED APPLICATION(S), INCLUDING MEETING ALL APPLICABLE FIRE CODES AND LIFE SAFETY CODE REQUIREMENTS.

5. ALL TAXES MUST BE CHARGED AT FINAL DESTINATION (4.23%), REGARDLESS OF SHIP TO ADDRESS, THAT IS CALLED OUT ON PAGE 1.

6. VENDOR ACKNOWLEDGES AND AGREES THAT THE CONTRACT PRICE INCLUDES ALL DUTIES, TARIFFS, ASSESSMENTS, AND TAXES OF ANY KIND ON THE GOODS AS OF THE DATE THE P.O. IS RECEIVED BY VENDOR. FURTHER, VENDOR ACKNOWLEDGES AND AGREES THAT IT SHALL BE RESPONSIBLE FOR THE ACTUAL PAYMENT OF ALL DUTIES, TAXES AND ASSESSMENTS IMPOSED OR ASSESSED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE GOODS.

7. ALL SUBMITTALS: SHOP DRAWINGS, CFA, STRIKE-OFF, HARDWARE, FINISH SAMPLES MUST BE SENT TO THE ATTENTION OF PURCHASING AGENT'S PROJECT MANAGER. VENDOR NEEDS TO SEND (2) SETS OF EACH SAMPLE FOR RECORD.

8. VENDOR AGREES TO ASSUME ALL LIABILITY RELATED TO ANY INFRINGEMENT OF INTANGIBLE PROPERTY RIGHTS RELATED TO THE DESIGN AND MANUFACTURING PROCESS, INCLUDING BUT NOT LIMITED TO TRADEMARK, COPYRIGHT, AND PATENT RIGHTS, AND WILL INDEMNIFY EACH OF THE INDEMNITEES AGAINST ALL CLAIMS, LOSSES AND DAMAGES RELATED TO ANY SUCH INFRINGEMENT.

9. VENDOR WARRANTS THAT THE ITEMS DELIVERED PURSUANT TO THIS ORDER SHALL BE FREE OF DEFECTS AND FIT FOR PARTICULAR PURPOSE, CHARACTER, PROPENSITY, MERCHANTABILITY, QUALITY OR CAPACITY AND, WITHOUT LIMITING OWNER'S REMEDIES FOR A BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OWNER RESERVES THE RIGHT TO RETURN ALL OR ANY PART OF THE ITEMS LISTED ON THIS ORDER IF DEFECTIVE IN ANY WAY OR IF OTHERWISE NOT CONFORMING TO THIS ORDER. VENDOR SHALL GIVE OWNER FULL CREDIT FOR ANY SUCH RETURN ITEMS INCLUDING FREIGHT CHARGES AND CUSTOMS DUTIES TO RECEIVE AND RETURN ITEMS, IF APPLICABLE

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10. TIME. VENDOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE OF THIS P.O. IN THIS REGARD, VENDOR HEREBY AGREES TO DEDICATE SUCH PERSONNEL AND OTHER RESOURCES TO ASSURE THAT THE GOODS ARE MANUFACTURED AND DELIVERED IN ACCORDANCE WITH PURCHASING AGENT'S OBJECTIVES OF COST, TIME AND QUALITY. VENDOR SHALL PROVIDE PURCHASING AGENT WITH PHOTOGRAPHIC AND OTHER DOCUMENTATION DURING THE MANUFACTURING PROCESS AS REASONABLE REQUESTED BY PURCHASING AGENT. IF, IN ORDER TO COMPLY WITH PURCHASING AGENT'S REQUIRED DELIVERY DATE, IT BECOMES NECESSARY FOR VENDOR TO SHIP BY A MORE EXPENSIVE METHOD THAN SPECIFIED IN THIS P.O., ANY INCREASED TRANSPORTATION COSTS RESULTING THEREFROM SHALL BE PAID FOR BY VENDOR UNLESS THE NECESSITY FOR REROUTING OR EXPEDITED HANDLING HAS BEEN CAUSED BY PURCHASING AGENT.

11. TERMINATION. PURCHASING AGENT MAY TERMINATE THIS P.O. IN WHOLE OR IN PART SOLELY FOR PURCHASING AGENT'S CONVENIENCE UPON WRITTEN NOTICE, WITHOUT REGARD TO ANY FAULT OR FAILURE TO PERFORM BY VENDOR OR ANY OTHER PARTY. IF THE GOODS ON THIS P.O. ARE SPECIFICALLY MANUFACTURED GOODS, AND PROVIDED VENDOR IS NOT IN BREACH OF ANY DUTY OR WARRANTY OF THIS P.O., PURCHASING AGENT SHALL PAY VENDOR ALL ACTUAL COSTS OF MANUFACTURING ALL CONFORMING FINISHED GOODS IN VENDOR'S POSSESSION OR IN SHIPMENT AND GOODS IN PROCESS OF MANUFACTURING AS OF THE DATE OF VENDOR'S RECEIPT OF NOTICE OF TERMINATION AND ALL SUCH GOODS SHALL BECOME THE PROPERTY OF PURCHASING AGENT. IF THE GOODS ARE STOCK GOODS, RATHER THAN SPECIALLY MANUFACTURED GOODS, AND PROVIDED VENDOR IS NOT IN BREACH OF ANY DUTY OR WARRANTY HEREUNDER, PURCHASING AGENT SHALL ONLY PAY VENDOR ITS REASONABLE RE-STOCKING COSTS. PURCHASING AGENT SHALL HAVE NO FURTHER LIABILITY TO VENDOR IN THE EVENT THAT PURCHASING AGENT TERMINATES THIS P.O. IN ACCORDANCE WITH THIS PARAGRAPH AND VENDOR HEREBY WAIVES ALL CLAIMS FOR ANY OTHER COSTS ATTRIBUTABLE TO A TERMINATION BY PURCHASING AGENT.

12. VENDOR SHALL NOT SHIP ON THEIR OWN UNLESS SPECIFICALLY INSTRUCTED BY PURCHASING AGENT. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN NON-PAYMENT OF YOUR BILLING FOR FREIGHT. *IF IT IS AGREED IN WRITING BY PURCHASING AGENT THAT THE SELLER IS RESPONSIBLE FOR SHIPPING THE GOODS, THE SELLER SHALL BE LIABLE FOR ALL FREIGHT CHARGES TO THE F.O.B. POINT SPECIFIED AND INSURED 100% OF P.O. VALUE.

13. A NOTICE OF SHIPMENT SHALL BE SENT TO THE PURCHASING AGENT AT THE TIME OF SHIPMENT AND SHALL STATE THE NUMBER OF THIS ORDER, DESCRIPTION OF, AND THE QUANTITY OF THE MERCHANDISE AND THE ROUTE BY WHICH THE SHIPMENT IS BEING MADE. PURCHASING AGENT WILL NOT ACCEPT CHARGES FOR BOXING OR CRATING UNLESS PREVIOUSLY AGREED UPON WITH THE SELLER IN WRITING. PURCHASING AGENT WILL NOT ACCEPT MATERIAL OR INVOICE UNLESS IT IS MARKED WITH PURCHASE ORDER NUMBER. ALL MERCHANDISE SHALL BE SUITABLY PACKED, MARKED AND SHIPPED IN ACCORDANCE WITH THE SHIPPING DIRECTIONS HEREOF. IF SIDEMARK NOT LABELED CORRECTLY, VENDOR SHALL BE SUBJECT TO INSPECTION FEES. SEND PACKING LIST TO PURCHASING AGENT BY EMAIL AT TIME OF SHIPMENT. PLEASE PROVIDE PACKING SLIPS CLEARLY VISIBLE AND ACCESSIBLE ON THE OUTSIDE OF PACKAGES AND/OR BOXES.

14. INSURANCE. VENDOR, AT ITS SOLE COST AND EXPENSE, SHALL MAINTAIN THE FOLLOWING INSURANCE COVERAGE: (A) COMPREHENSIVE GENERAL LIABILITY -COMBINED SINGLE LIMIT - \$2,000,000; (B) WORKERS' COMPENSATION - STATUTORY LIMITS; (C) EMPLOYER'S LIABILITY - \$500,000; AND (E) AUTOMOBILE LIABILITY - COMBINED SINGLE LIMIT - \$1,000,000; (E) PROPERTY - IN AN AMOUNT EQUAL TO THE VALUE OF THE GOODS. CERTIFICATES, WHICH EVIDENCE THE EXISTENCE AND VALIDITY OF THE ABOVE POLICIES, SHALL BE FURNISHED TO PURCHASING AGENT AND SHALL BE WRITTEN BY INSURANCE COMPANIES PROPERLY LICENSED TO DO BUSINESS IN THE STATE IN WHICH THE HOTEL IS LOCATED AND THAT ARE ACCEPTABLE TO PURCHASING AGENT. SAID POLICIES SHALL ONLY BE SUBJECT TO CANCELLATION AFTER THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO PURCHASING AGENT. SAID POLICIES SHALL INCLUDE A MUTUAL WAIVER OF SUBROGATION BETWEEN PURCHASING AGENT AND VENDOR. EACH OF THE INDEMNITEES AND EACH OF THEIR AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, PARTNERS, MEMBERS, SHAREHOLDERS,



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PARTICIPANTS, EMPLOYEES, PROFESSIONALS, AND AGENTS AND EACH OTHER PERSON, IF ANY, WHO EITHER IS ASSOCIATED OR AFFILIATED WITH THE ENTITIES NOTED ABOVE SHALL BE NAMED AS AN ADDITIONAL INSURED.

15. ALL CONDITIONS IN THE NOTES WILL BE OBSERVED. ALL INFORMATION CONTAINED HEREIN PERTAINING TO SPECIFICATIONS, PAYMENT TERMS, AND TRANSPORTATION ARRANGEMENTS MUST BE PASSED ON TO SUPPLIERS AND/OR SUBCONTRACTORS UNDER THE TERMS OF THIS CONTRACT.

16. SHOULD YOU FIND ANY DISCREPANCIES IN, OR OMISSIONS TO THIS PURCHASE ORDER, OR SHOULD YOU BE IN DOUBT AS TO THEIR MEANING, PLEASE NOTIFY PURCHASING AGENT IN WRITING, IMMEDIATELY. NEITHER THE OWNER NOR THE PURCHASING AGENT WILL BE RESPONSIBLE FOR ANY VERBAL INSTRUCTIONS.

17. IN THE EVENT THAT VENDOR DOES NOT SIGN/EXECUTE THIS P.O., BUT ACCEPTS PAYMENT AND/OR SHIPS THE MERCHANDISE SET FORTH HEREIN TO THE REQUESTED WAREHOUSE OR PROJECT SITE IN A TIMELY MANNER, VENDOR ACKNOWLEDGES THAT THE P.O. SHALL BE EFFECTIVE AND THAT THE TERMS AND CONDITIONS ATTACHED HERETO SHALL ALSO BE EFFECTIVE.