

AS AGENT

REVISED PURCHASE ORDER

Original Submit Date: April 16, 2025

PO #: 24346-P2-0001-R03

Revision Submit Date: May 19, 2025
updated qty

Project Name: **Spark - Des Plaines Ohare**

Project #: **24346-P2**

Project Contact:

Source: Read Window Products - TN
5900 Weisbrook Lane
Knoxville, TN 37909

Manufacturer: Read Window

Phone: (865) 288-6222

Phone:

Fax:

Fax:

Contact: Mike Long

Contact:

E-mail: mlong@readwindow.com

SHIP TO: Spark by Hilton Des Plaines Ohare
2175 E Touhy Ave
Des Plaines, IL 60018

BILL TO: Hilton Supply Management, LLC
c/o The Gettys Group
55 W Wacker Dr
4th Floor
Chicago, IL 60601
***DO NOT SHIP TO BILL TO ADDRESS UNLESS
OTHERWISE STATED**

Final Destination: Des Plaines IL -HSM Tax Exempt ID: 95-2502058

Prep By: KAB

Freight	Terms	Shipping Instructions	Delivery Date	Currency
Third Party			06/15/24	US Dollars

Quantity	Description	Unit Cost	Extension
4 ea	(B) AA-TRIP-INST Window Treatment Installation Trip Charge (Estimated)	\$1,200.00	\$4,800.00
SideMark For: Spark - Des Plaines Ohare X General (B) AA-TRIP-INST	Item Details: WINDOW OPENING -		
	Required Item(s) for Approval Prior to Fabrication on Item # (B) AA-TRIP-INST:		
	<input type="checkbox"/> Seaming Diagram <input type="checkbox"/> Strike-Off <input type="checkbox"/> Finish Sample <input type="checkbox"/> Cutting <input type="checkbox"/> Shop Dwgs <input type="checkbox"/> Prototype <input type="checkbox"/> Flame Certif		
1 ea	(B) AA-TRIP-MEAS Window Treatment Measure Trip Charge (Estimated)	\$1,350.00	\$1,350.00
SideMark For: Spark - Des Plaines Ohare X General (B) AA-TRIP-MEAS	Item Details: WINDOW OPENING -		
	Required Item(s) for Approval Prior to Fabrication on Item # (B) AA-TRIP-MEAS:		
	<input type="checkbox"/> Seaming Diagram <input type="checkbox"/> Strike-Off <input type="checkbox"/> Finish Sample <input type="checkbox"/> Cutting <input type="checkbox"/> Shop Dwgs <input type="checkbox"/> Prototype <input type="checkbox"/> Flame Certif		

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Project #: **24346-P2**

Project Contact:

Quantity	Description	Unit Cost	Extension
147 ea	(B) GR-400 Window Treatment (Manual)	\$442.00	\$64,974.00
SideMark For: Spark - Des Plaines Ohare Guestroom (B) GR-400	Manual Split-Traversing Center Draw Window Treatment with 4" Overlap When Closed. Includes (1) Laminate Cornice, (2) Operable Blackout Panels, and (2) Operable Sheer Panels. Black-Out Panels to be Installed Closest To The Window And Sheer Panels Installed Closest to the Guest Room. Provide Clear Drapery Wand, With Bottom of Baton Mounted No Higher than 48" AFF. Item Details: PANELS - Fixed/Operative: Operative Fullness: 150% Finished Length: See Notes SHEERS - Style: Knife Pleat With Weighted Hem Fullness: 150% Finish Length: See Notes WINDOW OPENING - Size: Varies - Verify In Field Qty: 1 Per Room Mounting Method: Ceiling Mounted - See Notes Hardware: See Notes Blackout Style: Knife Pleat with Weighted Hem NOTES: - Hardware: Dual Track, Ceiling-Mount Split Traversing Drapery with Steel Bracket - Valance: White TFL Laminate Valance - 8"H x 9"D alance to Extend 6" Beyond Each Side of Window Opening - Valance Finish: Wilsonart #D427-60 Linen - Matte Finish - Finished Length: Drapery Length to Extend to 1/2" Above PTAC or AFF. In Guestrooms with (2) Windows within One Room, Where (1) Window has a PTAC, Both Treatments are to be the Same Shorter Length Aligning to PTAC. - For Guestrooms that exceed a ceiling height of 108", cornice is to be wall-mounted with top of cornice at 108" AFF - Sheer and blackout treatments must have 1" single side hem, 4" single heading, and 1" double bottom hem. - Sheer and blackout must have 1/2" clear front mounted baton that is 48" AFF. - All window treatments to have 4" overlap in center when they are two-way draw. Fabric Details: Blackout Drapery: (B) GR-400A; P/Kaufmann Contract; Pattern: 4P Dreamy; Custom Linen B; 100% Polyester; Width: 110" Finish: Must be Treated for Soil/Stain Repellency; Fire Rating: NFPA 701 Sheer Drapery: (B) GR-400B; P/Kaufmann Contract; Pattern: Brochet Sheer; Ivory: 100% Polyester; Width: 118" Finish: Must be Treated for Soil/Stain Repellency; Fire Rating: NFPA 701		

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Project #: **24346-P2**

Project Contact:

Quantity	Description	Unit Cost	Extension
(B) GR-400 Window Treatment (Manual) (cont'd)			
Required Item(s) for Approval Prior to Fabrication on Item # (B) GR-400:			
<input type="checkbox"/> Seaming Diagram <input type="checkbox"/> Strike-Off <input type="checkbox"/> Finish Sample <input checked="" type="checkbox"/> Cutting <input type="checkbox"/> Shop Dwgs <input type="checkbox"/> Prototype <input checked="" type="checkbox"/> Flame Certif			
2 ea	(B) GR-400 attic Window Treatment (Manual)	\$349.25	\$698.50
SideMark For: Spark - Des Plaines Ohare Guestroom (B) GR-400 attic	<p>Manual Split-Traversing Center Draw Window Treatment with 4" Overlap When Closed. Includes (1) Laminate Cornice, (2) Operable Blackout Panels, and (2) Operable Sheer Panels. Black-Out Panels to be Installed Closest To The Window And Sheer Panels Installed Closest to the Guest Room. Provide Clear Drapery Wand, With Bottom of Baton Mounted No Higher than 48" AFF.</p> <p>Item Details:</p> <p>PANELS - Fixed/Operative: Operative Fullness: 150% Finished Length: See Notes SHEERS - Style: Knife Pleat With Weighted Hem Fullness: 150% Finish Length: See Notes WINDOW OPENING - Size: Varies - Verify In Field Qty: 1 Per Room Mounting Method: Ceiling Mounted - See Notes Hardware: See Notes Blackout Style: Knife Pleat with Weighted Hem</p> <p>NOTES:</p> <p>- Hardware: Dual Track, Ceiling-Mount Split Traversing Drapery with Steel Bracket - Valance: White TFL Laminate Valance - 8"H x 9"D alance to Extend 6" Beyond Each Side of Window Opening - Valance Finish: Wilsonart #D427-60 Linen - Matte Finish - Finished Length: Drapery Length to Extend to 1/2" Above PTAC or AFF. In Guestrooms with (2) Windows within One Room, Where (1) Window has a PTAC, Both Treatments are to be the Same Shorter Length Aligning to PTAC. - For Guestrooms that exceed a ceiling height of 108", cornice is to be wall-mounted with top of cornice at 108" AFF - Sheer and blackout treatments must have 1" single side hem, 4" single heading, and 1" double bottom hem. - Sheer and blackout must have 1/2" clear front mounted baton that is 48" AFF. - All window treatments to have 4" overlap in center when they are two-way draw.</p>		

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Project #: 24346-P2

Project Contact:

Quantity	Description	Unit Cost	Extension
(B) GR-400 attic Window Treatment (Manual) (cont'd)			
Required Item(s) for Approval Prior to Fabrication on Item # (B) GR-400 attic:			
<input type="checkbox"/> Seaming Diagram <input type="checkbox"/> Strike-Off <input type="checkbox"/> Finish Sample <input checked="" type="checkbox"/> Cutting <input type="checkbox"/> Shop Dwgs <input type="checkbox"/> Prototype <input type="checkbox"/> Flame Certif			
5 ea	(B) GR-400.ADA.MA Accessible Window Treatment (Manual)	\$462.25	\$2,311.25
SideMark For: Spark - Des Plaines Ohare Guestroom (B) GR-400.ADA.MA	Manual Split-Traversing Center Draw Window Treatment with 4" Overlap When Closed. Includes (1) Laminate Cornice, (2) Operable Blackout Panels, and (2) Operable Sheer Panels. Black-Out Panels to be Installed Closest To The Window And Sheer Panels Installed Closest to the Guest Room. Provide Clear Drapery Wand, With Minimum 4" Loop at Bottom. Top of Loop to be no Higher than 48" AFF, and Within Accessible Reach Range.		
	Item Details: PANELS - Fixed/Operative: Operative Fullness: 150% Finished Length: See Notes SHEERS - Style: Knife Pleat With Weighted Hem Fullness: 150% Finish Length: See Notes WINDOW OPENING - Size: Varies - Verify In Field Qty: 1 Per Room Mounting Method: Ceiling Mounted - See Notes Hardware: See Notes Blackout Style: Knife Pleat with Weighted Hem		
	NOTES: - Hardware: Dual Track, Ceiling-Mount Split Traversing Drapery with Steel Bracket - Valance: White TFL Laminate Valance - 8"H x 9"D alance to Extend 6" Beyond Each Side of Window Opening - Valance Finish: Wilsonart #D427-60 Linen - Matte Finish - Finished Length: Drapery Length to Extend to 1/2" Above PTAC or AFF.In Guestrooms with (2) Windows within One Room, Where (1) Window has a PTAC, Both Treatments are to be the Same Shorter Length Aligning to PTAC. - Architect/Interior Designer must verify there is appropriate accessible clearance along window for manual drapery. If full clear space is not available, motorized treatments are required - refer to (B) GR-400.ADA.MO for details. - Sheer and blackout treatments must have 1" single side hem, 4" single heading, and 1" double bottom hem. - Sheer and blackout must have 1/2" clear front mounted baton that is 48" AFF.		
	Fabric Details: Blackout Drapery: (B) GR-400A; P/Kaufmann Contract; Pattern: 4P Dreamy; Custom Linen B; 100% Polyester; Width: 110" Finish: Must be Treated for Soil/Stain Repellency; Fire Rating: NFPA 701		

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Project #: **24346-P2**

Project Contact:

Quantity	Description	Unit Cost	Extension
(B) GR-400.ADA.MA Accessible Window Treatment (Manual) (cont'd)			
	Sheer Drapery: (B) GR-400B; P/Kaufmann Contract; Pattern: Brochet Sheer; Ivory: 100% Polyester; Width: 118" Finish: Must be Treated for Soil/Stain Repellency; Fire Rating: NFPA 701		
	Required Item(s) for Approval Prior to Fabrication on Item # (B) GR-400.ADA.MA:		
	<input type="checkbox"/> Seaming Diagram <input type="checkbox"/> Strike-Off <input type="checkbox"/> Finish Sample <input checked="" type="checkbox"/> Cutting <input type="checkbox"/> Shop Dwgs <input type="checkbox"/> Prototype <input checked="" type="checkbox"/> Flame Certif		
8 ea	(B) PA-400 Sheer Window Treatment @ Lobby & Corridor	\$214.00	\$1,712.00
SideMark For: Spark - Des Plaines Ohare Public Area (B) PA-400	Manual Split-Traversing Center Draw Sheer Drapery Treatment. Includes Exposed Decorative Drapery Hardware, Sheer Panels with 4" Overlap When Closed, and Clear Drapery Wand with Bottom of Baton Mounted No Higher than 48" AFF. Item Details: PANELS - Fixed/Operative: Operative SHEERS - Style: Ripple Fold Fullness: 100% Finish Length: 1/2" AFF - VIF WINDOW OPENING - Size: Varies By Property - VIF Qty: Varies By Property - VIF Ceiling Height: Varies By Mounting Method: Wall-Mounted Hardware: See Notes NOTES: - Hardware: Forest Group Deventer Collection H-Rail - Satin or Equal - Manufacturer to confirm the Product meets Hilton Design and Construction Standards. - Drapery fabricator to provide all hardware complete for installation. - Drapery fabricator is responsible for the size and quantity of all hardware to be used. - Sheer and blackout treatments must have 1" single side hem, 4" single heading, and 1" double bottom hem. - Sheer and blackout must have 1/2" clear front mounted baton that is 48" AFF. - All window treatments to have 4" overlap in center when they are two-way draw. Fabric Details: Sheer Drapery: (B) PA-400A; P/Kaufmann Contract; Pattern: Brochet Sheer; Ivory; 100% Polyester; Width: 118" Finish: Must Be Treated for Soil/Stain Repellency; Fire Rating: NFPA 701		

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Project Name: **Spark - Des Plaines Ohare**

Project #: **24346-P2**

Project Contact:

Quantity	Description	Unit Cost	Extension
	(B) PA-400 Sheer Window Treatment @ Lobby & Corridor (cont'd)		
	Required Item(s) for Approval Prior to Fabrication on Item # (B) PA-400: <input type="checkbox"/> Seaming Diagram <input type="checkbox"/> Strike-Off <input type="checkbox"/> Finish Sample <input checked="" type="checkbox"/> Cutting <input type="checkbox"/> Shop Dwgs <input type="checkbox"/> Prototype <input checked="" type="checkbox"/> Flame Certif		
2 lot	(B) PA-401 Window Treatment @ Hospitality Suite	\$731.00	\$1,462.00
SideMark For: Spark - Des Plaines Ohare Public Area (B) PA-401	Manual Split-Traversing Center Draw Window Treatment with 4" Overlap When Closed. Includes (1) Laminate Cornice, (2) Operable Blackout Panels, and (2) Operable Sheer Panels. Black-Out Panels to be Installed Closest To The Window And Sheer Panels Installed Closest to the Room. Provide Clear Drapery Wand, With Bottom of Baton Mounted No Higher than 48" AFF. Item Details: PANELS - Style: Knife Pleat Blackout with Weighted Hem Fixed/Operative: Operative Fullness: 150% SHEERS - Style: Knife Pleat with Weighted Hem Fullness: 150% Finish Length: 1/2" AFF - VIF WINDOW OPENING - Size: Varies By Property - VIF Qty: Varies By Property - VIF Ceiling Height: Varies By Mounting Method: Ceiling-Mounted. See Notes. Hardware: See Notes NOTES: - Valance: Grey TFL Laminate Valance - 8"H x 9"D, Valance to Extend 6" Beyond Each Side of Window Opening - Valance Finish: Wilsonart #D381-60 Fashion Grey - Matte Finish - Hardware: Dual Track, Ceiling-Mount Split Traversing Drapery with Steel Bracket - At Hospitality Suites that exceed a ceiling height of 108", valance is to be wall-mounted with top of valance at 108" AFF. - Manufacturer to confirm the Product meets Hilton Design and Construction Standards. - Drapery fabricator to provide all hardware complete for installation. - Drapery fabricator is responsible for the size and quantity of all hardware to be used. - Sheer and blackout treatments must have 1" single side hem, 4" single heading, and 1" double bottom hem. - Sheer and blackout must have 1/2" clear front mounted baton that is 48" AFF. - All window treatments to have 4" overlap in center when they are two-way draw. Fabric Details: Blackout Drapery: (B) GR-400A; P/Kaufmann Contract; Pattern: 4P		

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Project Contact:

Quantity	Description	Unit Cost	Extension
(B) PA-401 Window Treatment @ Hospitality Suite (cont'd)			
	<p>Dreamy; Custom Linen B; 100% Polyester; Width: 110" Finish: Must Be Treated for Soil/Stain Repellency; Fire Rating: NFPA 701</p> <p>Sheer Drapery: (B) GR-400B; P/Kaufmann Contract; Pattern: Brochet Sheer; Ivory; 100% Polyester; Width: 118" Finish: Must Be Treated for Soil/Stain Repellency; Fire Rating: NFPA 701</p>		
	Required Item(s) for Approval Prior to Fabrication on Item # (B) PA-401:		
	<input type="checkbox"/> Seaming Diagram <input type="checkbox"/> Strike-Off <input type="checkbox"/> Finish Sample <input checked="" type="checkbox"/> Cutting <input type="checkbox"/> Shop Dwgs <input type="checkbox"/> Prototype <input checked="" type="checkbox"/> Flame Certif		
3 ea	(B) PA-402 Roller Shade @ Fitness, Indoor Pool and BOH	\$344.50	\$1,033.50
SideMark For: Spark - Des Plaines Ohare Public Area (B) PA-402	<p>Single-Banded Sheer Roller Shade</p> <p>Item Details: WINDOW OPENING - Size: Varies By Property - VIF Qty: Varies By Property - VIF Ceiling Height: Varies By Mounting Method: Inside Mount Hardware: See Notes</p> <p>NOTES: - Header: Full Box Housing in Clear, Anodized Aluminum, 4" Height - Hardware: Contract Quality Hardware Required - Control Type: Manual Clutch with Stainless Steel Bead Chain - Finished Length: 1/2" Past Window Sill - Sealed bottom hem with weighted continuous noncorrosive flat hem bar that is fabric-wrapped. Shade chain shall be safely and securely anchored to window pocket with appropriate anchors and chain hold down and warning labels as such to comply with local and national safety regulations. Must comply with ANSI standard for child safety, ANSI WCMA A100.1, Section 6.5. - Manufacturer to confirm the Product meets Hilton Design and Construction Standards. - Drapery fabricator to provide all hardware complete for installation. - Drapery fabricator is responsible for the size and quantity of all hardware to be used. - Sheer and blackout treatments must have 1" single side hem, 4" single heading, and 1" double bottom hem. - Sheer and blackout must have 1/2" clear front mounted baton that is 48" AFF. - All window treatments to have 4" overlap in center when they are two-way draw.</p> <p>Fabric Details: All Shade Fabric is Inclusive and Varies Per Vendor:</p>		

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Project Contact:

Quantity	Description	Unit Cost	Extension
(B) PA-402 Roller Shade @ Fitness, Indoor Pool and BOH (cont'd)			
	-Echota: Color: Aspen White / Grey -EE Sewing: Pattern: Duncan; Color: White Grey -Fabtex: Product: SW4500; Color: P10 Granite -Quiltcraft: Pattern: Sheerweave 2410; Color: Oyster/Pearl Grey; Width: 98"		
	Required Item(s) for Approval Prior to Fabrication on Item # (B) PA-402: <input type="checkbox"/> Seaming Diagram <input type="checkbox"/> Strike-Off <input type="checkbox"/> Finish Sample <input checked="" type="checkbox"/> Cutting <input type="checkbox"/> Shop Dwgs <input type="checkbox"/> Prototype <input checked="" type="checkbox"/> Flame Certif		
		Subtotal:	\$78,341.25
		PO Total:	\$78,341.25

APPROVALS	APPROVED FOR PO Total:	\$78,341.25
	ACCEPTED BY VENDOR:	
	Date	
	Company Name	
	Signature (Title)	
	Shipping Date:	

Instructions: Spark - Des Plaines Ohare

Please note this order is TAX EXEMPT - ID: 95-2502058

The Gettys Group

- Acceptance:
Buyer hereby offers to purchase the goods and/or services ("Goods") described on the face hereof from Seller. This Purchase Order may be accepted by (i) Seller's execution and return of the attached acknowledgment copy or (ii) the shipment of Goods by Seller. Seller accepts all terms and conditions of this offer ("these terms"). Any term or condition in any form of Seller which has been or, at any time, may be received by Buyer and which is inconsistent with, additional to, or different from these terms is hereby expressly rejected and shall not be applicable to the sale or shipment of Goods. These terms may not be modified except by an instrument in writing signed by both Seller and Buyer.
- Shipment of Goods/Risk of Loss:
(a) The Goods shall be packed, marked and shipped in containers which are suitable for the Goods and are in accordance with the requirements of the carrier or as directed by Buyer. No charge shall be made to Buyer for boxing, crating, carting or storage unless

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otherwise specified. Buyer's Purchase Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing list shall accompany each box or package shipment showing Buyer's Purchase Order numbers and symbols and description of Goods. Buyer's count or weight shall be final and conclusive on any shipment or package not accompanied by packing list. Shipment shall be made in the quantities and at the times specified by Buyer. Any Goods shipped by Seller or received by Buyer not in accordance with these terms may be rejected by Buyer without liability to Seller. The Buyer assumes no obligation for materials shipped in excess of the quantities specified in this Purchase Order.

(b) Any invoices accompanying shipment or subsequently mailed to Buyer must be in duplicate, only one of which shall be marked "Original." Delays in receiving invoices, material errors or omissions in invoice or lack of supporting documentation required by this Purchase Order will be cause for withholding settlement without losing discount privilege. Invoices covering Goods shipped in advance of schedule will not be paid until their normal maturity after the date specified for delivery.

© Unless otherwise specified on the face hereof, all sales are F.O.B. to the location specified and Seller shall be fully responsible for the Goods and bear all risk of loss or damage until they are delivered to the designated destination. If the sale is made F.O.B. shipping point, Seller shall be liable for any loss or damage claims which are declined by carrier when such loss or damage is caused by Seller's failure to comply with packing, loading or other similar requirements of Buyer or carrier. Seller shall bear all risk of loss of or damage to Goods after Buyer's written notice to Seller of their rejection or Buyer's cancellation of this order. When freight cost is to be borne by Buyer and Buyer does not specify manner of shipment, Goods shall be shipped in a manner to secure the lowest transportation costs.

(d) Buyer, from time to time, may change shipping schedules or direct that Seller temporarily suspend any shipments.

3. Delays:

Time is of the essence of this order. If delivery of Goods is not made by the scheduled delivery date, if any, provided on the face hereof, then Buyer may cancel this order and obtain the Goods elsewhere, or may accept late performance or delivery and, in either case, Seller shall be liable to Buyer for any loss or damage caused by Seller's failure to make timely performance or delivery including, without limitation, consequential and incidental damages and cost of obtaining replacement goods.

4. Inspection and Rejection of Goods:

(a) All Goods shall be received by Buyer at the place of designated delivery subject to Buyer's final inspection and right of rejection. Goods shall not be considered accepted until, on inspection, testing or use, they are found to be in accordance with Buyer's specifications.

(b) If a specification number is noted for the Goods, Seller shall, upon request, furnish a report confirming manufacture of the Goods according to specifications, including blueprints and other manufacturing documents. Such report shall bear Buyer's Purchase Order number and must be furnished to Buyer prior to or at the time of delivery of such Goods.

© If any Goods are found at any time to be defective in material or workmanship or otherwise not in conformity with Buyer's specifications, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject such Goods in whole or in part. Rejected Goods shall be held at Seller's risk for a reasonable time thereafter and shall be returned or disposed of at Seller's risk and expense according to Seller's instructions. No Goods returned shall be replaced by Seller without written authorization from Buyer. Seller shall reimburse Buyer for the cost of inspecting Goods found to be non-conforming, and Seller shall indemnify Buyer prior to Buyer's following of Seller's instructions for disposition of rejected Goods.

5. Warranties and Representations:

(a) In addition to all warranties which may be provided by law, Seller warrants that all Goods furnished hereunder shall (i) be free from defects in design, material, manufacture and workmanship, (ii) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted, or approved by Buyer, which are hereby incorporated herein by reference, and (iii) be merchantable and fit for the particular purposes intended by Buyer. Seller also warrants that it is conveying good title to Buyer, free from any liens and encumbrances and no person has any rightful claim of infringement or violation of proprietary rights with respect to the goods. Such warranties, including warranties provided by law, shall benefit Buyer, its successors, assigns, customers and employees and shall survive acceptance of the Goods. All services will be performed in a good and workmanlike manner.

(b) The Seller warrants that the Goods shall conform to the representations concerning the Goods made by Seller or its agents, including the letters, documents and sales materials attached hereto, all of which induced the Buyer to purchase the Goods from the Seller. The Seller and the Buyer agree that if the Goods do not conform to these representations, the Buyer has option to revoke its acceptance of the entire shipment, to demand a cure, and to cancel the entire contract if no cure is made, and/or to sue for damages resulting from the non-conformity, including a refund of all payments made plus liability for compensatory or consequential and incidental

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damages.

6. Patents:

Seller shall indemnify, defend, save and hold harmless Buyer, its successors, assigns and customers from and against any and all suits, actions, claims, demands, damages, costs, and expenses (including attorneys' fees and expenses) arising out of any actual or claimed infringement of any United States or foreign patent or patents in the manufacture, use or sale of the Goods.

7. Tools and Materials:

Buyer shall retain title to any technical information, trade secrets, samples, drawings, blueprints, patterns, dies, molds, tools, plates, cuts, gauges, items and materials furnished by or paid for by Buyer in connection with this order. Seller agrees to hold all information disclosed by Buyer in confidence and to take all reasonable precautions to maintain its confidentiality. Such tangible items shall be held at Seller's risk, and if lost, damaged or destroyed shall be replaced by Seller without charge to Buyer. Such items shall be used exclusively in the production of the Goods and their use for any other purpose is prohibited unless previously approved by Buyer, in writing. Such items are subject to removal by Buyer from Seller's premises on demand, without cost to Buyer.

8. Indemnity:

Seller shall protect, defend, hold harmless, and indemnify Buyer and its directors, officers, agents, and employees from and against any and all claims, actions, liabilities, losses and expenses ("claims") relating to any and all damages (including, without limitation, injury to or death of persons and damage to property) allegedly or actually suffered by any person or persons or property and allegedly or actually arising out of or incidental to the furnishing of, improper design, selection or use of any of the Goods or any parts thereof and/or negligence in the manufacture or installation of any of the Goods or any parts thereof and any failure by seller to comply with the terms hereof, and to pay all costs, damages, judgments or expenses arising out of or related to such claims. This indemnity, and all other agreements of indemnity herein, shall survive the acceptance of all or any portion of the Goods.

9. Insurance:

Unless other limits are identified in the contract documents, Vendor shall procure, maintain at its own cost, and provide certificates of insurance evidencing, insurance for general liability, automobile liability and freight damage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence or accident, and workers' compensation insurance in statutory amounts. Vendor shall name the project's Owner, The Gettys Group, Inc. and any entities or individuals identified in the contract documents as additional insured on the general liability and automobile coverages, on a primary and non-contributory basis, with provision for separation of insureds. Failure to request Vendor's certificates of insurance shall not constitute a waiver of Vendor's insurance obligations in this paragraph.

10. Termination or Cancellation:

(a) Buyer reserves the right to cancel this Purchase Order or any contract formed by the acceptance of this Purchase Order if (i) Seller fails to make deliveries of Goods on or before the date specified on the face hereof or if no date is specified then within a reasonable time period not to exceed forty-five (45) days from the date of this Purchase Order or (ii) Seller breaches any terms hereof.

11. Taxes:

Unless otherwise provided herein, the purchase price(s) provided for herein shall exclude any and all federal, state and local taxes or charges of any kind or nature whatsoever which may be applicable to the manufacture, use or sale of Goods.

12. Prices:

The prices set forth on the face hereof are firm.

13. Remedies:

The remedies of Buyer provided for herein shall be cumulative and additional to any other or further remedies provided in law or equity, including remedies for incidental or consequential damages. Regardless of whether the Goods are being sold or leased, and regardless of whether services are being rendered by Seller, the Buyer and Seller agree that both parties shall have available all of the rights, duties and remedies specified in the Illinois Uniform Commercial Code, as amended, including, but not limited to, the rights of inspection, rejection, revocation of acceptance, and all implied and express warranties.

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Original Submit Date: April 16, 2025

PO #: 24346-P2-0001-R03

Revision Submit Date: May 19, 2025

updated qty

Project Name: **Spark - Des Plaines Ohare**

Project #: **24346-P2**

Project Contact:

14. Governmental Regulation:

Seller warrants that all Goods shall comply with all applicable federal, state and local laws, orders and regulations. Seller shall supply Buyer from time to time with such certificates, in such form as may be required by any applicable law, order or regulation or as Buyer may deem necessary or appropriate to establish Seller's compliance with any applicable law, order or regulation.

15. Severability:

In the event any provision or term of this order or the contract arising there from shall be declared invalid or non-enforceable by a court of competent jurisdiction, all other provisions and terms shall remain valid and binding.

16. Applicable Law:

The rights and obligations of the parties hereto shall be determined by the laws of the State of Illinois and this Purchase Order and the contract arising there from shall be deemed to be made and performed in Illinois.

17. Changes:

If the Goods furnished under this Purchase Order are to be manufactured in accordance with Buyer's drawings or specifications, Buyer may, by written order authorized by Buyer's Purchasing Agent, make changes in such drawings or specifications and Seller shall comply therewith. Any difference in price or time for performance resulting from such change, will be equitably adjusted and the Purchase Order modified in writing accordingly, provided that the Seller asserts its claim for any adjustment within ten (10) days or such period as the parties may agree to, from the date Seller receives notification of the change.

18. Assignment:

Seller may not assign this Purchase Order, or any portion thereof, without the prior written consent of Buyer, except that Seller may assign claims for moneys due or to become due hereunder, provided that in such event the Seller shall supply Buyer promptly with two copies of any such assignments and provided further that payments to an assignee of any claim hereunder shall be subject to set off or counterclaim for any present or future claims which Buyer may have against seller.

19. Subcontracting:

Seller agrees to obtain Buyer's approval before subcontracting this Purchase Order or any substantial portion thereof, provided, however that this limitation shall not apply to the purchase of standard commercial supplies or raw materials.

20. No Waivers:

The failure of Buyer to insist upon strict performance of any of the terms of this Purchase Order, or to exercise any of Buyer's rights or remedies shall not be construed as any waiver of Buyer's right to assert or rely on any such terms or rights, or to exercise any remedies on any future occasion.

21. Purchasing Agent:

Buyer is represented by The Gettys Group, Inc., as Buyer's Purchasing Agent. The Gettys Group, Inc., is expressly authorized to act as Buyer's agent and to act on the Buyer's behalf in connection with this Purchase Order. The Gettys Group, Inc. does not thereby undertake any obligations or liabilities of the Buyer, including but not limited to liability for the purchase price or other costs of the Goods, nor will The Gettys Group, Inc. accept title to any such Goods.