

Project:	The Marquee Hotel MODEL ROOM 24-MHMR
Original Date:	3/17/2025
Issue Date:	5/27/2025

Shipping & Delivery

Need by:	9/19/2025	Ship to:	Site	Final Destination:	(for reference only)
Ship via:	3rd Party Freight				New Orleans, LA
FOB:	Do not invoice freight Knoxville, TN				70112

Delivery Instructions: Ship 3rd party bill. Contact Traci Greco for shipping instructions - via email traci@tothesource.com.

Buyer will not be responsible for freight charges if shipments are not handled by 3rd party Transport.

Order Details

Vendor:	READ WINDOW PRODUCTS, INC. 5900 Weisbrook Lane Knoxville, TN 37909	Specifier:	Achiv'a Sandiford Studio Partnership 919.902.8452
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Order Instructions: Specified by Studio Partnership

ANY WPM IS USED IN THE SHIPMENT OF THIS ORDER, THE WPM MUST BE ISPM 15 COMPLIANT. ALL BOXES/CARTONS MUST BE SUFFICIENT TO WITHSTAND SHIPMENT BY COMMON CARRIER AND STORAGE IN A WAREHOUSE.

Packing list must be supplied for EACH BOX/ROLL so that the contents of EACH BOX/ROLL are clearly identifiable. Buyer will backcharge supplier for expenses involved in identifying product if this information is not supplied. All cartons shall be labeled on two sides with the exact sidemarking listed on the purchase order. Failure to comply shall result in a chargeback to the supplier for the warehouse to correct this failure. These costs shall include, but are not limited to, a minimum charge of \$50 per man per hour for the warehouse to open, inventory and label cartons accordingly.

This order is being placed by KrowdSourced Inc. DBA Source, as agent only for The Marquee Condominium Association, Inc. and is subject to the terms and conditions attached to this purchase order. Any and all warranties shall be insured to the benefit of The Marquee Condominium Association, Inc.

As part of the bid award, the supplier agrees to provide shop drawings and finish samples for all items ordered within three weeks of the issuance of purchase order for line drawings and 2 weeks from receipt of control sample for finishes. Failure to provide drawings and samples within that time frame will result in the supplier absorbing all costs associated with expedited/air shipment of the order.

Touch up kits will be required for every painted or stained finish and must be sent with the first shipment of pieces from the factory. Manufacturers must submit care, cleaning, warranty and maintenance instructions via fax or email to Source prior to payment being released.

Revision Notes: **5/27/25 - Updated to reflect correct vendor pricing for GR-209**

Items Impacted: GR-206 changed, GR-207 changed, GR-209 price changed, GR-208 changed, GR-210 changed, GR-205 changed, GR-202 changed, GR-201 changed

Costs & Billing

Bill to: **The Marquee Condominium Association, Inc.**
c/o Source
 921 SW Washington St
 Suite 518
 Portland, OR 97205
 (971) 271-6905

*Note: This is not
a Ship To Address*

Terms: 50% Deposit / Balance
 CBD
 Tax: Project located in New
 Orleans, LA. Invoice tax @
 10%

Cost of Goods:	\$10,673.75
Total*	\$10,673.75
*tax not included	

tag	total qty	unit cost / total cost
GR-201	1 EA	\$412.25 / \$412.25
GR-202	1 EA	\$458.00 / \$458.00
GR-205	1 EA	\$576.50 / \$576.50
GR-206	1 EA	\$496.25 / \$496.25
GR-207	1 EA	\$1,667.50 / \$1,667.50
GR-208	1 EA	\$235.00 / \$235.00
GR-209	3 EA	\$417.50 / \$1,252.50
GR-210	1 EA	\$350.75 / \$350.75
Window Tmt Install Trip Charge	1 EA	\$500.00 / \$500.00
Window Tmt Installation	1 LT	\$2,875.00 / \$2,875.00
Window Tmt Measure	1 EA	\$750.00 / \$750.00
Window Tmt Measure Trip Charge	1 EA	\$500.00 / \$500.00
Window Treatment Steaming	1 LT	\$600.00 / \$600.00

GR-201	Window Treatment @ 3-BDR GB2 One Way Draw RIGHT	1 EA @ \$412.25	\$412.25
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Manufacturer: Read Window Products LLC
 Product Name: Window Treatment @ 3-BDR GB2 One Way Draw RIGHT

Additional Details: Description: One way draw to the right. Ripplefold Sheer Drapery - Unlined and Blackout Drapery
 Unlined on a Custom Double Architrac Traverse Hardware Ceiling Mounted. Sheer Drapery
 in front of Blackout Drapery. 72" Double Clear Baton, 120% Fullness, Weighted. Blackout to
 have a 1.25" heading and Std hem at bottom. Sheer to have 1.25" heading and 4" double
 hem on bottom.
 Dims. (W x D x H): Window = 10' W x 6" D x 8'-10.5" H; Drapery to Finish 1/2" AFF
 COM Manuf / Pattern
 / Color / Width / Yds
 Req.:
 Sheer: GR-201 COM A; Valley Forge/Ethos Sheer Shine/Khaki Shine Star/Width: 55"/Repeat:
 V; BLACKOUT: GR-201 COM B; Valley Forge/ Rugged Shine/ Ravish/Width: 54"
 Product Notes: Style: Ripple fold
 Mounts: Ceiling
 Operation: Hand Draw Clear Baron
 Fullness: 120%
 Returns: 6" Double Rod Treatments
 Supply/Install: OSCI (owner supply contractor install)
 Submit CFA: Yes
 Submit Shop Drawing
 FDA:
 No
 Category Notes: BLINDS / SHUTTERS / ROLLER SHADES

1. Manufacturer to mark the exterior box of each item with the property name, location
 of item and SP tag reference.

2. All items must be contract quality, suitable for commercial use and meet Brand
 Standards (according to Brand of project).

3. Manufacturer to submit finish samples and/or prototype to Designer for approval prior to manufacturing.
4. Refer to drawings for exact locations and/or mounting heights. In the event of discrepancy between drawings and specifications, please contact the Designer for clarification.
5. Certificate of FR Compliance must be submitted to Purchasing Agent.
6. To fit window width with tight tolerance to provide minimal light leakage.
7. Operating mechanism to be standard cord tilt and lift for hand drawn operation and long-life performance; child-safe, quick-release cords to be provided. Anchor cord at side of window.
8. Operating mechanism to be fiberglass baton and cord lift (Color to match finish of blinds) for hand drawn operation; and long-life performance; child-safe, quick-release cords to be provided. Bottom edge of baton to be at 60" AFF for Typical Rooms and 44" with loop handle for ADA rooms.
9. Roller shade operating mechanism to be child safe clutch roller system at minimum.
10. To be able to withstand high heat conditions in humid climate and have UV rating of 500 hours or more.
11. Roller shades on doors: Provide hold down brackets at bottom of shade. Provide wand shade tilter on door hinge side and lift cord on the opposite side.
Installation Requirements:
12. MUST BE CONTRACT QUALITY. PRODUCT MUST MEET OR EXCEED BRAND STANDARDS (ACCORDING TO BRAND PROJECT)
13. Reference Drawings for Location
14. Installer To Field Verify Quantity and Overall Dimensions
15. Installer to Install Product as Recommended by MFG
16. Vendor Should Supply Finish Samples for Designer Approval Before Manufacturing Terms and Conditions:
 - ◆ The specifications herein, including the price and description of merchandise, are based upon information available from the manufacturer or supplier when these specifications were written. Such specifications are subject to change by the manufacturer or supplier without notice. Accordingly, Studio Partnership Ilc. accepts no liability for the failure or inability of any manufacturer or supplier to deliver merchandise which meets such specifications or any increase in prices.
 - ◆ Studio Partnership Ilc. is neither the dealer, supplier, or manufacturer of the merchandise specified herein nor the agent or principal for such persons or entities. All claims arising from non-conformance to specification herein, damage to merchandise, errors, short shipments, delay in delivery, or breach of warranty, express or implied, or other fault with respect to such merchandise shall be asserted against only the manufacturer or supplier, and Studio Partnership Ilc. shall have no liability account thereof.
 - ◆ The client or its purchaser should immediately advise Studio Partnership in writing of any vendor's notification of any change in the specification for the item described herein.

Sidemark:

Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / GR-201

GR-202	Window Treatment @ Main Bedroom Center Draw	1 EA @ \$458.00	\$458.00
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Manufacturer: Read Window Products LLC
Product Name: Window Treatment @ Main Bedroom Center Draw

Additional Details: Description: Center Draw Split. Ripplefold Sheer Drapery, Unlined and Blackout Drapery Unlined on a Custom Double Architrac Traverse Hardware. Blackout Drapery in front of Sheer Drapery. 48" Double Clear Baton, 120% Fullness, Weighted. Blackout to have a 1.25" heading and stnd hem at bottom. Sheer to have 1.25" heading and Euro hem on bottom.
Dims. (W x D x H): Window = 10'-3.5" W x 6" D x 8'-10"; Drapery to Finish 1/2" AFF
COM Manuf / Pattern
/ Color / Width / Yds
Req.:
Sheer: GR-202 COM A, Valley Forge, Grandview 2, Champagne, 118"; Blackout: GR-202

COM B Valley Forge, Country Trail, Linen
Product Notes: Style: Ripple Fold
Mounts: Ceiling
Operation: Clear Hand Drawn
Fullness: 120%
Returns: 6" for Double Rod Treatments
Supply/Install: OSCI (owner supply contractor install)
Category Notes: DRAPERY

1. Manufacturer to mark the exterior box of each item with the property name, location of item and SP tag reference.
2. All items must be contract quality, suitable for commercial use and meet Brand Standards (according to Brand of project).
3. Manufacturer to submit samples and/or prototype to Designer for approval prior to manufacturing.
4. Refer to drawings for exact locations and/or mounting heights. In the event of discrepancy between drawings and specifications, please contact the Designer for clarification.
5. Yardage requirements to be verified by fabricator prior to fabrication. On site verification required by fabricator to verify yardage required, length of track needed and adequate blocking is provided.
6. Any fabric with pattern shall be uniform in direction and pattern matched, unless otherwise noted.
7. Certificate of FR Compliance must be submitted to Purchasing Agent.
8. Panels are to be full widths of fabric. Pattern match at seams where seams are necessary.
9. Window treatments are to extend the full length of the track with a 4" overlap at the center (if there is a center overlap) and fully return to wall at each side to ensure no lightleaks.
10. All hems to be pressed and all treatments to align in length.
11. Fabricator to steam all treatments after installation to insure panels hang straight and even, free of wrinkles, with no pulling, puckering, or loose threads.
12. BLACKOUT DRAPERY: Bottom Hem to be 4" double fold and blind stitched with lining hem 2-3/4", matching thread to be used, to have concealed corner weights of appropriate size/weight of drapery. Blackout - 3-pass. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable.
13. SHEER DRAPERY: Bottom to be 4" double fold and blind stitched, weighted with beaded chain, stitched into place to prevent slippage, and to be fully concealed. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable
14. All drapery and casement to include coordinated specified operation type. See specific specification. In the case of a baton for hand drawn operation provide clear fiberglass baton. Baton to be located on face of drapery affixed to lead carrier through grommet. Bottom edge of baton to be at 60" AFF for Typical rooms and 44" with loop handle for ADA rooms.
15. Minimum fullness for sheers to be 150% unless otherwise specified and 200% for overdrapery unless otherwise specified.
Installation
Requirements:
16. MUST BE CONTRACT QUALITY. PRODUCT MUST MEET OR EXCEED BRAND STANDARDS (ACCORDING TO BRAND PROJECT)
17. Reference Drawings for Location
18. Installer To Field Verify Quantity and Overall Dimensions
19. Installer to Install Product as Recommended by MFG
20. Vendor Should Supply Finish Samples for Designer Approval Before Manufacturing Terms and

Conditions:

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- ◆ Studio Partnership llc. is neither the dealer, supplier, or manufacturer of the merchandise specified herein nor the agent or principal for such persons or entities. All claims arising from non-conformance to specification herein, damage to merchandise, errors, short shipments, delay in delivery, or breach of warranty, express or implied, or other fault with respect to such merchandise shall be asserted against only the manufacturer or supplier, and Studio Partnership llc. shall have no liability account thereof.
- ◆ The client or its purchaser should immediately advise Studio Partnership in writing of any vendor's notification of any change in the specification for the item described herein.

Sidemark:

Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / GR-202

GR-205	Window Treatment @ LVRM One Way Draw RIGHT	1 EA @ \$576.50	\$576.50
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Manufacturer: Read Window Products LLC
Product Name: Window Treatment @ LVRM One Way Draw RIGHT

Additional Details: Description: One Way Draw Stack Right. Ripplefold Sheer Drapery , Unlined and Blackout Drapery, Unlined on a Custom Double Architrac Traverse Hardware. Blackout Drapery in front of Sheer Drapery. Double 72" Clear Baton, 120% Fullness, Weighted. Sheer to have a 1.25" heading and Euro hem at bottom. Blackout to have 1.25" heading and 4" Stnd hem on bottom.
Dims. (W x D x H): Window = 10'-9.5" W x 6" D x 8'-10" H; Drapery to Finish 1/2" AFF
COM Manuf / Pattern
/ Color / Width / Yds
Req.:
Sheer: GR-205 COM A, MFG: Koni, Pattern: 22860-366 Color: 609; Blackout: GR-205 COM B, MFG: Valley Forge, Pattern: Rugged Shine, Color: Ravish
Product Notes: "Style: Ripple fold
Mounts: Ceiling
Operation: Hand Draw Clear Baron
Fullness: 120%
Returns: 6" Double Rod Treatments
Supply/Install: OSCI (owner supply contractor install)
Category Notes: DRAPERY

1. Manufacturer to mark the exterior box of each item with the property name, location of item and SP tag reference.
2. All items must be contract quality, suitable for commercial use and meet Brand Standards (according to Brand of project).
3. Manufacturer to submit samples and/or prototype to Designer for approval prior to manufacturing.
4. Refer to drawings for exact locations and/or mounting heights. In the event of discrepancy between drawings and specifications, please contact the Designer for clarification.
5. Yardage requirements to be verified by fabricator prior to fabrication. On site verification required by fabricator to verify yardage required, length of track needed and adequate blocking is provided.
6. Any fabric with pattern shall be uniform in direction and pattern matched, unless otherwise noted.
7. Certificate of FR Compliance must be submitted to Purchasing Agent.
8. Panels are to be full widths of fabric. Pattern match at seams where seams are necessary.
9. Window treatments are to extend the full length of the track with a 4" overlap at the center (if there is a center overlap) and fully return to wall at each side to ensure no lightleaks.

10. All hems to be pressed and all treatments to align in length.
11. Fabricator to steam all treatments after installation to insure panels hang straight and even, free of wrinkles, with no pulling, puckering, or loose threads.
12. BLACKOUT DRAPERY: Bottom Hem to be 4" double fold and blind stitched with lining hem 2-3/4", matching thread to be used, to have concealed corner weights of appropriate size/weight of drapery. Blackout - 3-pass. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable.
13. SHEER DRAPERY: Bottom to be 4" double fold and blind stitched, weighted with beaded chain, stitched into place to prevent slippage, and to be fully concealed. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable
14. All drapery and casement to include coordinated specified operation type. See specific specification. In the case of a baton for hand drawn operation provide clear fiberglass baton. Baton to be located on face of drapery affixed to lead carrier through grommet. Bottom edge of baton to be at 60" AFF for Typical rooms and 44" with loop handle for ADA rooms.
15. Minimum fullness for sheers to be 150% unless otherwise specified and 200% for overdrapery unless otherwise specified.
Installation Requirements:
16. MUST BE CONTRACT QUALITY. PRODUCT MUST MEET OR EXCEED BRAND STANDARDS (ACCORDING TO BRAND PROJECT)
17. Reference Drawings for Location
18. Installer To Field Verify Quantity and Overall Dimensions
19. Installer to Install Product as Recommended by MFG
20. Vendor Should Supply Finish Samples for Designer Approval Before Manufacturing
Terms and Conditions:
 - ◆ The specifications herein, including the price and description of merchandise, are based upon information available from the manufacturer or supplier when these specifications were written. Such specifications are subject to change by the manufacturer or supplier without notice. Accordingly, Studio Partnership Ilc. accepts no liability for the failure or inability of any manufacturer or supplier to deliver merchandise which meets such specifications or any increase in prices.
 - ◆ Studio Partnership Ilc. is neither the dealer, supplier, or manufacturer of the merchandise specified herein nor the agent or principal for such persons or entities. All claims arising from non-conformance to specification herein, damage to merchandise, errors, short shipments, delay in delivery, or breach of warranty, express or implied, or other fault with respect to such merchandise shall be asserted against only the manufacturer or supplier, and Studio Partnership Ilc. shall have no liability account thereof.
 - ◆ The client or its purchaser should immediately advise Studio Partnership in writing of any vendor's notification of any change in the specification for the item described herein.

Sidemark:

Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / GR-205

GR-206	Window Treatment @ 3-BRD Main Bedroom Center Stack	1 EA @ \$496.25	\$496.25
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Manufacturer: Read Window Products LLC
Product Name: Window Treatment @ 3-BRD Main Bedroom Center Stack

Additional Details: Description: 2 Panel System. Reverse Center Draw. Ripple fold Sheer Drapery, Unlined and Blackout Drapery, Unlined on a Custom Double Architrac Traverse Hardware. Sheer Drapery in front of Blackout Drapery. 60" Double Clear Batton, 120% Fullness Weighted. Blackout to have 1.25" Heading and 4" Stnd Hem. Sheer to have 1.25" heading and 2" Euro hem. Drapery: Battery Operated in ADA Room Only.
Dims. (W x D x H): Window = 16'-0" W x 6" D x 8'-10" H; Drapery to Finish 1/2" AFF
COM Manuf / Pattern
/ Color / Width / Yds
Req.:
Sheer: GR-206 COM A, Valley Forge, Rigella, Silver; Blackout: GR-206 COM B, Valley Forge, Convergence, Champagne
Product Notes: Ceiling Mounted Hardware

Supply/Install: OSCI (owner supply contractor install)

Submit CFA: Yes

Submit Shop Drawing

FDA:

No

Category Notes: DRAPERY

1. Manufacturer to mark the exterior box of each item with the property name, location of item and SP tag reference.
2. All items must be contract quality, suitable for commercial use and meet Brand Standards (according to Brand of project).
3. Manufacturer to submit samples and/or prototype to Designer for approval prior to manufacturing.
4. Refer to drawings for exact locations and/or mounting heights. In the event of discrepancy between drawings and specifications, please contact the Designer for clarification.
5. Yardage requirements to be verified by fabricator prior to fabrication. On site verification required by fabricator to verify yardage required, length of track needed and adequate blocking is provided.
6. Any fabric with pattern shall be uniform in direction and pattern matched, unless otherwise noted.
7. Certificate of FR Compliance must be submitted to Purchasing Agent.
8. Panels are to be full widths of fabric. Pattern match at seams where seams are necessary.
9. Window treatments are to extend the full length of the track with a 4" overlap at the center (if there is a center overlap) and fully return to wall at each side to ensure no lightleaks.
10. All hems to be pressed and all treatments to align in length.
11. Fabricator to steam all treatments after installation to insure panels hang straight and even, free of wrinkles, with no pulling, puckering, or loose threads.
12. BLACKOUT DRAPERY: Bottom Hem to be 4" double fold and blind stitched with lining hem 2-3/4", matching thread to be used, to have concealed corner weights of appropriate size/weight of drapery. Blackout - 3-pass. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable.
13. SHEER DRAPERY: Bottom to be 4" double fold and blind stitched, weighted with beaded chain, stitched into place to prevent slippage, and to be fully concealed. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable
14. All drapery and casement to include coordinated specified operation type. See specific specification. In the case of a baton for hand drawn operation provide clear fiberglass baton. Baton to be located on face of drapery affixed to lead carrier through grommet. Bottom edge of baton to be at 60" AFF for Typical rooms and 44" with loop handle for ADA rooms.
15. Minimum fullness for sheers to be 150% unless otherwise specified and 200% for overdrapery unless otherwise specified.
Installation Requirements:
16. MUST BE CONTRACT QUALITY. PRODUCT MUST MEET OR EXCEED BRAND STANDARDS (ACCORDING TO BRAND PROJECT)
17. Reference Drawings for Location
18. Installer To Field Verify Quantity and Overall Dimensions
19. Installer to Install Product as Recommended by MFG
20. Vendor Should Supply Finish Samples for Designer Approval Before Manufacturing
Terms and Conditions:
 - ◆ The specifications herein, including the price and description of merchandise, are based

upon information available from the manufacturer or supplier when these specifications were written. Such specifications are subject to change by the manufacturer or supplier without notice. Accordingly, Studio Partnership LLC. accepts no liability for the failure or inability of any manufacturer or supplier to deliver merchandise which meets such specifications or any increase in prices.

◆ Studio Partnership LLC. is neither the dealer, supplier, or manufacturer of the merchandise specified herein nor the agent or principal for such persons or entities. All claims arising from non-conformance to specification herein, damage to merchandise, errors, short shipments, delay in delivery, or breach of warranty, express or implied, or other fault with respect to such merchandise shall be asserted against only the manufacturer or supplier, and Studio Partnership LLC. shall have no liability account thereof.

◆ The client or its purchaser should immediately advise Studio Partnership in writing of any vendor's notification of any change in the specification for the item described herein.

Sidemark:

Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / GR-206

GR-207	Window Treatment @ Presidential Living Room	1 EA @ \$1,667.50	\$1,667.50
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Manufacturer: Read Window Products LLC
Product Name: Window Treatment @ Presidential Living Room

Additional Details: Description: Window Treatment - 3 Panel System, one way draw to the right. Custom 120% Ripplefold Stationary Drapery, lined, Stnd Hems with Architrac Hardware to sit in front of Operable Ripplefold Sheer Drapery, unlined and Operable Blackout Drapery, unlined on Custom Double Architra Traverse Hardware, Ceiling Mount. Stationary Panel to have Accent of 1/3 of Panel Height (+/- 40" H) bottom accent banding on the bottom with a decorative tassel tieback. Tieback to hang on the right side of Window. Sheer Drapery behind Blackout. Blackout behind Stationary Panel. 72" Double Clear Batton, 120% Fullness Weighted. Blackout to have a 1.25" heading and 4" Stnd Hem. Sheer to have 1.25" heading and 2" Euro hem.
Dims. (W x D x H): Window = 18'-6.5" W x 6" D x 10'-4.5" H; Drapery to Finish 1/2" AFF
COM Manuf / Pattern
/ Color / Width / Yds
Req.:
SHEER: GR-207 COM A, Valley Forge/Boswell/ Untouched Blac/ Repeat: TBD; BLACKOUT: GR-207 COM B, Valley Forge/ Basho/ Incredible Beige/Repeat: TBD; STATIONARY: Top Panel: GR-207 COM C1: Bottom Ribbon: GR-207 COM C2: Valley Forge/ Myanmar Brock House/Repeat
Product Notes: Style: Ripple fold
Mounts: Wall to Wall and Underside of Dustcap
Operation: Hand Draw Double Clear Baton
Fullness: 120%
Bottom Hems: Sheer 2" Euro Hem; Blackout 4" Stnd Hem
Decorative Tie Back: To Match
Supply/Install: OSCI (owner supply contractor install)
Category Notes: DRAPERY

1. Manufacturer to mark the exterior box of each item with the property name, location of item and SP tag reference.
2. All items must be contract quality, suitable for commercial use and meet Brand Standards (according to Brand of project).
3. Manufacturer to submit samples and/or prototype to Designer for approval prior to manufacturing.
4. Refer to drawings for exact locations and/or mounting heights. In the event of discrepancy between drawings and specifications, please contact the Designer for clarification.
5. Yardage requirements to be verified by fabricator prior to fabrication. On site verification required by fabricator to verify yardage required, length of track needed and adequate blocking is provided.
6. Any fabric with pattern shall be uniform in direction and pattern matched, unless otherwise noted.
7. Certificate of FR Compliance must be submitted to Purchasing Agent.

8. Panels are to be full widths of fabric. Pattern match at seams where seams are necessary.
9. Window treatments are to extend the full length of the track with a 4" overlap at the center (if there is a center overlap) and fully return to wall at each side to ensure no lightleaks.
10. All hems to be pressed and all treatments to align in length.
11. Fabricator to steam all treatments after installation to insure panels hang straight and even, free of wrinkles, with no pulling, puckering, or loose threads.
12. BLACKOUT DRAPERY: Bottom Hem to be 4" double fold and blind stitched with lining hem 2-3/4", matching thread to be used, to have concealed corner weights of appropriate size/weight of drapery. Blackout - 3-pass. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable.
13. SHEER DRAPERY: Bottom to be 4" double fold and blind stitched, weighted with beaded chain, stitched into place to prevent slippage, and to be fully concealed. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable
14. All drapery and casement to include coordinated specified operation type. See specific specification. In the case of a baton for hand drawn operation provide clear fiberglass baton. Baton to be located on face of drapery affixed to lead carrier through grommet. Bottom edge of baton to be at 60" AFF for Typical rooms and 44" with loop handle for ADA rooms.
15. Minimum fullness for sheers to be 150% unless otherwise specified and 200% for overdrapery unless otherwise specified.
Installation Requirements:
16. MUST BE CONTRACT QUALITY. PRODUCT MUST MEET OR EXCEED BRAND STANDARDS (ACCORDING TO BRAND PROJECT)
17. Reference Drawings for Location
18. Installer To Field Verify Quantity and Overall Dimensions
19. Installer to Install Product as Recommended by MFG
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 - ◆ The client or its purchaser should immediately advise Studio Partnership in writing of any vendor's notification of any change in the specification for the item described herein.

Sidemark:

Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / GR-207

GR-208	Window Treatment @ Presidential Main Bedroom Near Lounge Chair	1 EA @ \$235.00	\$235.00
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Manufacturer:
Product Name:

Read Window Products LLC
Window Treatment @ Presidential Main Bedroom Near Lounge Chair

Additional Details:

Product Name: Window Treatment @ Presidential Main Bedroom Near Lounge Chair
Description: One way draw to the right. Ripplefold Sheer Drapery, unlined and Blackout Drapery, unlined on a Custom Double Architrac Traverse Hardware. Sheer Drapery in front of Blackout Drapery. 48" Double Clear Baton, 120% Fullness, Weighted. Sheer to have a 1.25" heading and Euro hem at bottom. Blackout to have 1.25" heading and 4" Std hem on bottom.

Dims. (W x D x H): Window = 6'-11" W x 6" D x 3'-9 1/2" H; Drapery to Finish 1/2" AFF
 COM Manuf / Pattern
 / Color / Width / Yds
 Req.:
 SHEER: COM A: COM MFG / Pattern / Color / Width / Repeat; BLACKOUT: COM B: COM MFG /
 Pattern / Color / Width / Repeat
 Product Notes: Style: Ripple fold
 Mounts: Ceiling Mounted
 Operation: Hand Draw Double Clear Baton
 Fullness: 120%
 Bottom Hems: Sheer 2" Euro Hem; Blackout 4" Stnd Hem
 Decorative Tie Back: To Match"
 Supply/Install: OSCI (owner supply contractor install)
 Category Notes: DRAPERY

1. Manufacturer to mark the exterior box of each item with the property name, location of item and SP tag reference.
2. All items must be contract quality, suitable for commercial use and meet Brand Standards (according to Brand of project).
3. Manufacturer to submit samples and/or prototype to Designer for approval prior to manufacturing.
4. Refer to drawings for exact locations and/or mounting heights. In the event of discrepancy between drawings and specifications, please contact the Designer for clarification.
5. Yardage requirements to be verified by fabricator prior to fabrication. On site verification required by fabricator to verify yardage required, length of track needed and adequate blocking is provided.
6. Any fabric with pattern shall be uniform in direction and pattern matched, unless otherwise noted.
7. Certificate of FR Compliance must be submitted to Purchasing Agent.
8. Panels are to be full widths of fabric. Pattern match at seams where seams are necessary.
9. Window treatments are to extend the full length of the track with a 4" overlap at the center (if there is a center overlap) and fully return to wall at each side to ensure no lightleaks.
10. All hems to be pressed and all treatments to align in length.
11. Fabricator to steam all treatments after installation to insure panels hang straight and even, free of wrinkles, with no pulling, puckering, or loose threads.
12. BLACKOUT DRAPERY: Bottom Hem to be 4" double fold and blind stitched with lining hem 2-3/4", matching thread to be used, to have concealed corner weights of appropriate size/weight of drapery. Blackout - 3-pass. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable.
13. SHEER DRAPERY: Bottom to be 4" double fold and blind stitched, weighted with beaded chain, stitched into place to prevent slippage, and to be fully concealed. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable
14. All drapery and casement to include coordinated specified operation type. See specific specification. In the case of a baton for hand drawn operation provide clear fiberglass baton. Baton to be located on face of drapery affixed to lead carrier through grommet. Bottom edge of baton to be at 60" AFF for Typical rooms and 44" with loop handle for ADA rooms.
15. Minimum fullness for sheers to be 150% unless otherwise specified and 200% for overdrapery unless otherwise specified.
Installation Requirements:
16. MUST BE CONTRACT QUALITY. PRODUCT MUST MEET OR EXCEED BRAND STANDARDS (ACCORDING TO BRAND PROJECT)
17. Reference Drawings for Location

18. Installer To Field Verify Quantity and Overall Dimensions

19. Installer to Install Product as Recommended by MFG

20. Vendor Should Supply Finish Samples for Designer Approval Before Manufacturing
Terms and Conditions:

◆ The specifications herein, including the price and description of merchandise, are based upon information available from the manufacturer or supplier when these specifications were written. Such specifications are subject to change by the manufacturer or supplier without notice. Accordingly, Studio Partnership LLC. accepts no liability for the failure or inability of any manufacturer or supplier to deliver merchandise which meets such specifications or any increase in prices.

◆ Studio Partnership LLC. is neither the dealer, supplier, or manufacturer of the merchandise specified herein nor the agent or principal for such persons or entities. All claims arising from non-conformance to specification herein, damage to merchandise, errors, short shipments, delay in delivery, or breach of warranty, express or implied, or other fault with respect to such merchandise shall be asserted against only the manufacturer or supplier, and Studio Partnership LLC. shall have no liability account thereof.

◆ The client or its purchaser should immediately advise Studio Partnership in writing of any vendor's notification of any change in the specification for the item described herein.

Sidemark:

Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / GR-208

GR-209	Roller Shade @ Bathrooms	3 EA @ \$417.50	\$1,252.50
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Manufacturer: Hunter Douglas Hospitality
Product Name: Roller Shade @ Bathrooms

Additional Details: Description: Inside Mount with Side Channels. To be Supplied by GC. Standard Wrap, Hem Bar Exposed, Manual Cord Stainless Steel Chain, 4" White Fascia. Sheer to have 3% Openness.
Dims. (W x D x H): 3'-9 1/2" x 6'-11"
COM Manuf / Pattern
/ Color / Width / Yds
Req.:
ROLLER SHEER: GR-209 COM A: COM MFG: Hunter Douglass / Pattern: Flare / Color: Taupe / Width:98"
Finish: Flare - Off White
Width: Width of Roller Shade: 98"
Product Notes: Operating System: Standard Clutch with metal Beaded Chain and ANSI Compliant Cord
Single Roller Shade
Openness: 3%
Metal Fascia Aluminum
UV Blockage: 95%
Fabric Weight: 11.03 oz
Fabric Thickness: .020"
Supply/Install: OSCI (owner supply contractor install)
Submit CFA: Yes
Submit Shop Drawing
FDA:
No
Category Notes: BLINDS / SHUTTERS / ROLLER SHADES

1. Manufacturer to mark the exterior box of each item with the property name, location of item and SP tag reference.
2. All items must be contract quality, suitable for commercial use and meet Brand Standards (according to Brand of project).
3. Manufacturer to submit finish samples and/or prototype to Designer for approval prior to manufacturing.
4. Refer to drawings for exact locations and/or mounting heights. In the event of discrepancy between drawings and specifications, please contact the Designer for clarification.
5. Certificate of FR Compliance must be submitted to Purchasing Agent.

6. To fit window width with tight tolerance to provide minimal light leakage.
7. Operating mechanism to be standard cord tilt and lift for hand drawn operation and long-life performance; child-safe, quick-release cords to be provided. Anchor cord at side of window.
8. Operating mechanism to be fiberglass baton and cord lift (Color to match finish of blinds) for hand drawn operation; and long-life performance; child-safe, quick-release cords to be provided. Bottom edge of baton to be at 60" AFF for Typical Rooms and 44" with loop handle for ADA rooms.
9. Roller shade operating mechanism to be child safe clutch roller system at minimum.
10. To be able to withstand high heat conditions in humid climate and have UV rating of 500 hours or more.
11. Roller shades on doors: Provide hold down brackets at bottom of shade. Provide wand shade tilter on door hinge side and lift cord on the opposite side.
Installation Requirements:
12. MUST BE CONTRACT QUALITY. PRODUCT MUST MEET OR EXCEED BRAND STANDARDS (ACCORDING TO BRAND PROJECT)
13. Reference Drawings for Location
14. Installer To Field Verify Quantity and Overall Dimensions
15. Installer to Install Product as Recommended by MFG
16. Vendor Should Supply Finish Samples for Designer Approval Before Manufacturing Terms and Conditions:
 - ◆ The specifications herein, including the price and description of merchandise, are based upon information available from the manufacturer or supplier when these specifications were written. Such specifications are subject to change by the manufacturer or supplier without notice. Accordingly, Studio Partnership LLC. accepts no liability for the failure or inability of any manufacturer or supplier to deliver merchandise which meets such specifications or any increase in prices.
 - ◆ Studio Partnership LLC. is neither the dealer, supplier, or manufacturer of the merchandise specified herein nor the agent or principal for such persons or entities. All claims arising from non-conformance to specification herein, damage to merchandise, errors, short shipments, delay in delivery, or breach of warranty, express or implied, or other fault with respect to such merchandise shall be asserted against only the manufacturer or supplier, and Studio Partnership LLC. shall have no liability account thereof.
 - ◆ The client or its purchaser should immediately advise Studio Partnership in writing of any vendor's notification of any change in the specification for the item described herein.

Sidemark:

Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / GR-209

GR-210	Window Treatment @ ----Center Draw	1 EA @ \$350.75	\$350.75
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Manufacturer: Read Window Products LLC
Product Name: Window Treatment @ ----Center Draw

Additional Details: Description: Center draw split. Ripplefold Sheer Drapery, Unlined and Blackout Drapery, Unlined on a Custom Double Architrac Traverse Hardware. Blackout Drapery in front of Sheer Drapery. 48" Double Clear Baton, 120% Fullness, Weighted. Sheer to have a 1.25" heading and Euro hem at bottom. Blackout to have 1.25" heading and 4" Std hem on bottom.
Dims. (W x D x H): Window = 162"W x 6" D x 105-1/4" H; Drapery to Finish 1/2" AFF
COM Manuf / Pattern
/ Color / Width / Yds
Req.:
Sheer: GR-210 COM A, Samelson Chatelane, Forbid, 29; Blackout: GR-210 COM B Valley Forge, Solid Taffeta Blackout, Fortress
Product Notes: Wall Mounted Installation
Supply/Install: OSCI (owner supply contractor install)
Submit CFA: Yes
Submit Shop Drawing
FDA:

No

Category Notes: DRAPERY

1. Manufacturer to mark the exterior box of each item with the property name, location of item and SP tag reference.
2. All items must be contract quality, suitable for commercial use and meet Brand Standards (according to Brand of project).
3. Manufacturer to submit samples and/or prototype to Designer for approval prior to manufacturing.
4. Refer to drawings for exact locations and/or mounting heights. In the event of discrepancy between drawings and specifications, please contact the Designer for clarification.
5. Yardage requirements to be verified by fabricator prior to fabrication. On site verification required by fabricator to verify yardage required, length of track needed and adequate blocking is provided.
6. Any fabric with pattern shall be uniform in direction and pattern matched, unless otherwise noted.
7. Certificate of FR Compliance must be submitted to Purchasing Agent.
8. Panels are to be full widths of fabric. Pattern match at seams where seams are necessary.
9. Window treatments are to extend the full length of the track with a 4" overlap at the center (if there is a center overlap) and fully return to wall at each side to ensure no lightleaks.
10. All hems to be pressed and all treatments to align in length.
11. Fabricator to steam all treatments after installation to insure panels hang straight and even, free of wrinkles, with no pulling, puckering, or loose threads.
12. BLACKOUT DRAPERY: Bottom Hem to be 4" double fold and blind stitched with lining hem 2-3/4", matching thread to be used, to have concealed corner weights of appropriate size/weight of drapery. Blackout - 3-pass. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable.
13. SHEER DRAPERY: Bottom to be 4" double fold and blind stitched, weighted with beaded chain, stitched into place to prevent slippage, and to be fully concealed. Side Hem to be 1-1/2" wide, double fold and blind stitched. Heading to be 4" Buckram, permanent finish and washable
14. All drapery and casement to include coordinated specified operation type. See specific specification. In the case of a baton for hand drawn operation provide clear fiberglass baton. Baton to be located on face of drapery affixed to lead carrier through grommet. Bottom edge of baton to be at 60" AFF for Typical rooms and 44" with loop handle for ADA rooms.
15. Minimum fullness for sheers to be 150% unless otherwise specified and 200% for overdrapery unless otherwise specified.
Installation Requirements:
16. MUST BE CONTRACT QUALITY. PRODUCT MUST MEET OR EXCEED BRAND STANDARDS (ACCORDING TO BRAND PROJECT)
17. Reference Drawings for Location
18. Installer To Field Verify Quantity and Overall Dimensions
19. Installer to Install Product as Recommended by MFG
20. Vendor Should Supply Finish Samples for Designer Approval Before Manufacturing
Terms and Conditions:
 - ◆ The specifications herein, including the price and description of merchandise, are based upon information available from the manufacturer or supplier when these specifications were written. Such specifications are subject to change by the manufacturer or supplier without notice. Accordingly, Studio Partnership Ilc. accepts no liability for the failure or inability of any manufacturer or supplier to deliver merchandise which meets such specifications or any increase in prices.

◆ Studio Partnership llc. is neither the dealer, supplier, or manufacturer of the merchandise specified herein nor the agent or principal for such persons or entities. All claims arising from non-conformance to specification herein, damage to merchandise, errors, short shipments, delay in delivery, or breach of warranty, express or implied, or other fault with respect to such merchandise shall be asserted against only the manufacturer or supplier, and Studio Partnership llc. shall have no liability account thereof.

◆ The client or its purchaser should immediately advise Studio Partnership in writing of any vendor's notification of any change in the specification for the item described herein

Sidemark: Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / GR-210

Window Tmt Install Trip Charge	Trip Charges for Window Treatment Installation	1 EA @ \$500.00	\$500.00
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Manufacturer: TBD

Additional Details: Trip charges for installation to include travel costs, lodging, etc.
Sidemark: Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / Window Tmt Install Trip Charge

Window Tmt Installation	Installation of window treatments	1 LT @ \$2,875.00	\$2,875.00
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Manufacturer: TBD

Additional Details: Installation of Window Treatments
Sidemark: Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / Window Tmt Installation

Window Tmt Measure	Window Treatment Measure Fee / Trip Charge	1 EA @ \$750.00	\$750.00
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Manufacturer: TBD

Additional Details: Trip charge to measure units for window treatments, to include lodging and all other fees
Sidemark: Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / Window Tmt Measure

Window Tmt Measure Trip Charge	Window Tmt Measure Trip Charge	1 EA @ \$500.00	\$500.00
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Manufacturer: TBD

Additional Details: Trip charges for installation to include travel costs, lodging, etc.
Sidemark: Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / Window Tmt Measure Trip Charge

Window Treatment Steaming	Steaming as treatments are installed	1 LT @ \$600.00	\$600.00
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Manufacturer: TBD

Additional Details: Steam window treatments as they are installed
Sidemark: Source / The Marquee Hotel MODEL ROOM 24-MHMR / 24-MHMR-007 / Window Treatment Steaming

Source Purchase Order Terms and Conditions

These Terms and Conditions ("Terms") relate to the Purchase Order to which they are attached ("Purchase Order").

1. Applicability.

- a. These Terms set forth the only terms and conditions pursuant to which Krowdsourced Inc. dba Source ("Source") shall purchase (directly or as agent for its customer ("Customer") the products and services set forth in the Purchase Order. These Terms include any drawings, descriptions, specifications or other materials referenced on or relevant to the Purchase Order. Collectively such materials, these Terms and the Purchase Order are referenced as the "Agreement" between Source and the vendor referenced on the Purchase Order ("Vendor").
- b. The Agreement comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Vendor's general terms and conditions. By executing the Purchase Order or performing any obligations thereunder, Vendor agrees to be bound fully to the terms and conditions of the Agreement.

2. Delivery of Goods and Performance of Services.

- a. Vendor shall deliver the product and goods set forth on the Purchase Order ("Goods") in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If Vendor fails to deliver the Goods in full on the Delivery Date, Source may terminate the relevant Purchase Order and/or the Agreement immediately by providing written notice to Vendor and Vendor shall indemnify Source and Customer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date. Unless approved by Source, Vendor will not deliver the Goods prior to the Delivery Date.
 - b. Vendor shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during normal business hours or as otherwise instructed by Source. Vendor shall pack all goods for shipment according to Source's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Vendor must provide Source prior written notice if it requires the return of any packaging material. Any return of such packaging material shall be made at Vendor's risk of loss and expense.
 - c. Vendor or its subcontractor shall provide the services ("Services") as described and in accordance with the dates or schedule set forth on the Purchase Order and in accordance with the Agreement.
 - d. Vendor acknowledges that time is of the essence with respect to Vendor's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement. Vendor will promptly notify Source if it becomes aware of or suspects any event or circumstance that will or could impact the ability of Vendor to perform its obligations as required under the Agreement.
 - e. Vendor shall maintain complete and accurate records relating to the performance of its obligations under the Agreement including regarding the provision and delivery of Goods and Services under this Agreement. During the term of this Agreement and for a period of five (5) years thereafter Vendor shall allow Source and Customer to inspect and make copies of such records and interview Vendor personnel in connection with the performance of this Agreement.
3. Quantity. If Vendor delivers more or less than the quantity of Goods ordered, then Source, Customer or their respective designee ("Inspecting Party") may reject all or any excess Goods. Any such rejected Goods shall be returned to Vendor at Vendor's sole risk and expense. If the Goods are not rejected and are instead accepted at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping and Risk of Loss.

- a. Delivery shall be made FOB Delivery Point or other location designated by Source (which may include a third party). The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.
 - b. Title and risk of loss remains with Vendor until delivery of the Goods at the Delivery Point.
5. Inspection and Rejection of Nonconforming Goods. Inspecting Parties have the right to inspect the Goods on or after the Delivery Date. Inspecting Parties, at their sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if they determine the Goods are nonconforming or defective. If Inspecting Parties reject any portion of the Goods, Inspecting Parties have the right, effective upon written notice to Vendor, to: (a) rescind the Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Inspecting Parties require replacement of the Goods, Vendor shall, at its expense, as soon as reasonably practical (but no later than 30 days) replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery and installation of replacement Goods. If Vendor fails to timely deliver replacement Goods, Inspecting Parties may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Agreement for cause. Any inspection or other action by Inspecting Parties under this Section shall not reduce or otherwise affect Vendor's obligations under the Agreement, and Inspecting Parties shall have the right to conduct further inspections after Vendor has carried out its remedial actions.
6. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "Price"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Source and Customer.

7. Payment Terms.

- a. Vendor shall issue invoices in accordance with the payment terms set forth on the Purchase Order and the requirements of this Section 7. All invoices will be submitted to Source for approval and processing. All invoices must include: (a) designation of Source as recipient of such invoice as agent on behalf of Customer (unless otherwise designated by Source); (b) name and address of Vendor; (c) invoice date and delivery date(s); (d) Purchase Order number and Project number as reflected on the Purchase Order; (e) cost breakdown; (f) total Price clearly stated; (g) if a deposit is required, the purpose thereof and reason it is required on or any time after the completion of delivery and only in accordance with these Terms and (h) any other information reasonably requested by Source.
- b. Invoices will be paid by Source or by Customer. Unless otherwise noted on the Purchase Order, invoices will be issued as follows: 25% of amounts owed will be invoiced upfront as a deposit (payable Net 60); 65% shall be invoiced and paid prior to Goods being shipped by Vendor (payable Net 60); and 10% shall be invoiced upon acceptance (payable Net 60).
- c. Amounts may be withheld from invoiced amounts to the extent they are disputed in good faith. All payments hereunder must be in the currency set forth on the Purchase Order. Without prejudice to any other right or remedy under the Agreement, amounts owed under an invoice may be reduced by any amounts owed by Vendor under this Agreement. The parties shall seek to resolve all payment disputes expeditiously and in good faith. Vendor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

8. Vendor's Obligations Regarding Services. Vendor shall:

- a. before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;
- b. comply with all rules, regulations and policies of Customer, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures;
- c. obtain Source's written consent, which may be given or withheld in Source's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Vendor, other than Vendor's employees, to provide any Services hereunder (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Any approval shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between Source and any Vendor subcontractor or supplier; and
- d. ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services.

9. Change Orders. Source may at any time, by written instructions and/or drawings issued to Vendor (each a "Change Order"), order changes to the Purchase Order. Vendor shall within five (5) days of receipt of a Change Order submit to Source a firm cost proposal for the Change Order. If Source accepts such cost

proposal, Vendor shall proceed with the changes subject to the cost proposal and the terms and conditions of this Agreement. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in the Vendor's compensation or the performance deadlines under this Agreement.

10. **Warranties.** The warranties set forth below are in addition to any standard warranties offered by Vendor for its Goods and Services.
- Vendor warrants that, all Goods will:
 - be free from any defects in workmanship, material and design;
 - conform to the Agreement including all applicable specifications, drawings, designs, samples and other requirements;
 - be fit for their intended purpose and operate as intended;
 - be merchantable;
 - be free and clear of all liens, security interests or other encumbrances;
 - comply with all applicable laws, rules, regulations, certifications, codes and other governmental requirements; and
 - not infringe or misappropriate any rights of any third party, including, without limitation any patent or other intellectual property rights.
 - These warranties survive any delivery, inspection, acceptance or payment of or for the Goods.
 - Vendor warrants that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
 - Vendor warrants that the price for the Goods and/or Services is at least as low as the lowest price at which Vendor is currently selling such items in the same or similar quantity and value to its other customers. If Vendor provides lower pricing to any other party, then Vendor shall adjust pricing charged to Source hereunder.
 - The warranties set forth herein are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Vendor is notified of noncompliance pursuant to this Section, Vendor shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Vendor and the delivery of repaired or replacement Goods, and, if applicable, (ii) correct or re-perform the applicable Services.
11. **General Indemnification.** Vendor shall defend, indemnify and hold harmless Source, Customer and their respective subsidiaries, affiliates, successors or assigns and such parties' respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with (a) the Goods and Services purchased from Vendor, (b) Vendor's acts or omissions (including negligence or willful misconduct) and/or (c) breach of the Agreement (including, without limitation of the warranties set forth above). Vendor shall not enter into any settlement without prior written consent of Source and Customer.
12. **Insurance.** During the term of this Agreement and for a period of five (5) years thereafter, Vendor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, (a) commercial general liability (including product liability, breach of warranty and automotive) in a sum no less than \$500,000 with financially sound and reputable insurers, (b) umbrella or excess liability insurance in a sum no less than \$1,000,000 and (c) workers compensation insurance as required by applicable law. All such policies shall name Source and Customer as loss payees or additional insured parties, as applicable. Upon request, Vendor shall provide Source or Customer with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in these Terms. Vendor shall provide Source with at least sixty (60) days' advance written notice in the event of a cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Source and Customer.
13. **Compliance with Law.** Vendor shall comply with all applicable export and import laws, regulations, and ordinances of all countries involved in the sale or resale of the Goods under this Agreement, including but not limited to U.S trade laws and tariff regulations. Vendor represents and warrants that it will not engage in any act or omission intended to circumvent applicable trade laws or tariff obligations, including but not limited to transshipping, mislabeling, undervaluation, misclassification, or re-routing of goods through third countries. Vendor shall maintain all licenses, permits, and authorizations necessary to perform its obligations under this Agreement and assumes all responsibility for shipments of Goods requiring any government import clearance. Vendor shall promptly provide Source with any documents, certifications, or information required to comply with government reporting obligations or respond to requests from regulatory authorities. Source and Customer may terminate this Agreement if any governmental authority imposes antidumping duties, or countervailing duties, safeguard measures, import restrictions, or other trade remedies, penalties, or any other penalties on Goods. Vendor shall indemnify, defend, and hold harmless Customer from and against any and all claims, penalties, fines, or liabilities (including reasonable attorneys' fees) arising from Vendor's breach of this section.
14. **Termination.** In addition to any remedies that may be provided under these Terms, Source may terminate this Agreement with immediate effect upon written notice to the Vendor, either before or after the acceptance of the Goods or the Vendor's delivery of the Services, if Vendor has not performed or complied with any of these Terms, in whole or in part. If the Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Source may terminate this Agreement upon written notice to Vendor. If Source terminates the Agreement for any reason, Vendor's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted prior to the termination.
15. **Confidential Information.** All non-public, confidential or proprietary information of Source and Customer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed or made available to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Source and Customer in writing. Upon request, Vendor shall promptly return all documents and other materials received from Source and Customer. Source and Customer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) rightfully known to Vendor at the time of disclosure; or (c) rightfully obtained by Vendor on a non-confidential basis from a third party.
16. **General Terms.**
- Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Source. Any purported assignment or delegation in violation of this Section shall be null and void. Source may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of Source's assets or equity (by operation of law or otherwise).
 - No waiver by Source of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Source. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof.
 - The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
 - All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the state, province or territory where the Delivery Point resides without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts located in such state, province or territory in any such suit, action or proceeding.
 - All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
 - If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

- g. Sections 4 and 10 through 16 will remain in force after any termination or expiration of this Agreement.
- h. These Terms may only be amended or modified in a writing stating specifically that it is modifying these Terms and is signed by both parties.
- i. Vendor agrees to pay all reasonable costs and expenses, including, without limitation, all reasonable attorneys' fees and court costs, incurred by Source or Customer in enforcing the Agreement.