beyer brown

TAKING THE STRESS OUT OF PURCHASING

PURCHASE ORDER

Project: R-702 - The Ritz-Carlton, Lake Tahoe

AS AGENT

Submit Date:

PO #: R-702-068605

Manufacturer

Read Windows
5900 Weisbrook Lane
Knoxville, TN 37909 United States

Source

Read Windows

Phone:
Contact:

Ship To

TBD
Contact:
Phone:
Email:
Note:

Bill To

The Ritz-Carlton Development Company, Inc.
The Ritz Carlton Club Lake Tahoe Residences
c/o Beyer Brown (AGENT)
450 S. Orange Avenue, Suite 150,
Orlando, FL 32801, USA
Contact: Jillian Kowalski
Phone: (321) 214-0984
E-mail: jkowalski@beyerbrown.com

***DO NOT SHIP TO BILL TO ADDRESS UNLESS OTHERWISE STATED**

Final Destination

Truckee, CA 96161

Project Tax Rate

7.25%

Freight	Terms	Shipping Instructions	Delivery Date	Currency
As per purchasing agent	Net 30	By Vendor	06-04-2025	USD

Quantity	Description	Unit Cost	Extension
3 doz. **SideMark for:** The Ritz-Carlton, Lake Tahoe Guestrooms Shower Hooks - Add On	**Shower Hooks - Add On Shower Curtain Hooks** 3 Dozen- CHROME PLATED STEEL OPEN END SNAP FIT HOOK W/5 BALL ROLLERS **Model No:** KA412R ----------------------------------- **Required Item(s) for Approval** **Prior to Fabrication on Item # Shower Hooks - Add On** **NONE** ------------------	**$16.50**	**$49.50**

PO Total: **$49.50**

Item Type Notes

NONE

Notes

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

PURCHASE ORDER

Project: R-702 - The Ritz-Carlton, Lake Tahoe **AS AGENT**

Submit Date: **PO #: R-702-068605**

Company Name	Title	Signature	Date Signed

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

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

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

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

5. ALL TAXES MUST BE CHARGED AT FINAL DESTINATION (7.25%), REGARDLESS OF SHIP TO ADDRESS, THAT IS CALLED OUT ON PAGE 1.

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

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

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

9. VENDOR WARRANTS THAT THE ITEMS DELIVERED PURSUANT TO THIS ORDER SHALL BE FREE OF DEFECTS AND FIT FOR PARTICULAR PURPOSE, CHARACTER, PROPENSITY, MERCHANTABILITY, QUALITY OR CAPACITY AND,

WITHOUT LIMITING OWNER'S REMEDIES FOR A BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OWNER RESERVES THE RIGHT TO RETURN ALL OR ANY PART OF THE ITEMS LISTED ON THIS ORDER IF DEFECTIVE IN ANY WAY OR IF OTHERWISE NOT CONFORMING TO THIS ORDER. VENDOR SHALL GIVE OWNER FULL CREDIT FOR ANY SUCH RETURN ITEMS INCLUDING FREIGHT CHARGES AND CUSTOMS DUTIES TO RECEIVE AND RETURN ITEMS, IF APPLICABLE

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

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

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

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

14. INSURANCE. VENDOR, AT ITS SOLE COST AND EXPENSE, SHALL MAINTAIN THE FOLLOWING INSURANCE COVERAGE: (A) COMPREHENSIVE GENERAL LIABILITY -COMBINED SINGLE LIMIT - $2,000,000; (B) WORKERS' COMPENSATION – STATUTORY LIMITS; (C) EMPLOYER'S LIABILITY - $500,000; AND (E) AUTOMOBILE LIABILITY - COMBINED SINGLE LIMIT - $1,000,000; (E) PROPERTY - IN AN AMOUNT EQUAL TO THE VALUE OF THE GOODS. CERTIFICATES, WHICH EVIDENCE THE EXISTENCE AND VALIDITY OF THE ABOVE POLICIES, SHALL BE FURNISHED TO PURCHASING AGENT AND SHALL BE WRITTEN BY INSURANCE COMPANIES PROPERLY LICENSED TO DO

BUSINESS IN THE STATE IN WHICH THE HOTEL IS LOCATED AND THAT ARE ACCEPTABLE TO PURCHASING AGENT. SAID POLICIES SHALL ONLY BE SUBJECT TO CANCELLATION AFTER THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO PURCHASING AGENT. SAID POLICIES SHALL INCLUDE A MUTUAL WAIVER OF SUBROGATION BETWEEN PURCHASING AGENT AND VENDOR. EACH OF THE INDEMNITEES AND EACH OF THEIR AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, PARTNERS, MEMBERS, SHAREHOLDERS, PARTICIPANTS, EMPLOYEES, PROFESSIONALS, AND AGENTS AND EACH OTHER PERSON, IF ANY, WHO EITHER IS ASSOCIATED OR AFFILIATED WITH THE ENTITIES NOTED ABOVE SHALL BE NAMED AS AN ADDITIONAL INSURED.

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

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

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