

LOEWS HOTELS & CO.
ESTABLISHED 1940

Vendor : 87567
READ WINDOW PRODUCTS LLC
 5900 WELSBROOK LANE
 KNOXVILLE TENNESSEE 37909

Attn :
 sgaw@readwindow.com
 Phone :

Purchase Order

Order Number : **32659**
 Delivery Date : **6/16/2025**
 Order Date: 6/9/2025
 Phone :
 Hotel Buyer: Gracie Moody -
 gracie.moody@loewshotels.com
 PO Created By : Gracie Moody CP
 Email : gracie.moody@loewshotels.com

Bill To :

Attn: Accounts Payable
 Dockside Inn and Suites
 apinvoice@loewshotels.com
 Franklin TN 37067
 Phone : 615-340-5960
 Fax : 615-340-5919

Ship To :

Attn: Receiving
 Dockside Inn and Suites
 7125 Universal Blvd
 Orlando FL 32819
 Phone :

F.O.B :

Ship Via :
 Payment Terms : Net 30
 Supplier A/C No. :

Line	Product #	Product Description	Brand	Vendor Prd. No	Order Qty	Purchase Unit	Price	Cost
1	223477	Oper Drapery 200% Rod Pocket, Unlined, Stnd Hems, Split Draw Fabric Innovations Frog Prince Custom 118" Goods, No Repeat, RailRoaded		223477-1	100.000	Each [2.25 YARD]	\$97.750	\$9,775.00
						Net Purchase Order Amount		\$9,775.00
						Sales Tax TAX		\$635.38
						Discount		\$0.00
						PO Total Amount		\$10,410.38

Requisition	Outlet	Outlet Name	Req. Creator
71608	1000	P&L-Rooms Division [ESD]	Ramon Silva

Color: Slumber Celadon

ATTENTION FOR ANY QUESTIONS PLEASE CONTACT THE LOEWS HOTELS PROCUREMENT OFFICE.

•PROCUREMENT: Gracie Moody gracie.moody@loewshotels.com 615-340-5964

Engineering: 407-503-8275

This purchase is subject to Loews Hotels' standard Terms and Conditions for all purchase orders, a copy of which has been delivered to the vendor. Additional copies are available upon request. Loews Hotel is an equal opportunity employer. All Federal EEO and Affirmative action requirements in race, color, gender, religion, national origin, age, individuals with disabilities, veteran status, disabled veteran status or genetic information are herein incorporated by reference.

Loews Hotels Purchase Order Terms and Conditions

Buyer/Vendee/Party Responsible

Only the Buyer/Vendee named in the accompanying Purchase order is responsible for payment and performance of the obligations of the Buyer/Vendee hereunder and Seller agrees to look solely to such Buyer/Vendee for payment and performance. In no event will any parent, subsidiary or affiliate of the Buyer/Vendee be responsible for payment.

Additional Charges

No additional charges of any kind will be allowed including, but not limited to packing, crating, or cartage charges, nor charges for any dies, tools, molds, cuts, engravings, drawings, electros, matrices, or similar items, unless specifically agreed to by Buyer/Vendee in writing, in which case such items become Buyer/Vendee's property.

Intellectual Property

All "Intellectual Property" created or assembled for or on the instructions of Buyer/Vendee or furnished by or on behalf of Buyer/Vendee in connection with this Contract is Buyer/Vendee's property including but not limited to all preparatory materials such as sketches, drafts, mechanicals, engraver's master films, outlines and drawings.

It is Buyer/Vendee's and Seller's intent, that all Intellectual property created, which is subject to copyright, shall be deemed to be created as a "work made for hire" and all rights to copyright shall be vested in Buyer/Vendee. Alternatively, if, for any reason, Buyer/Vendee cannot be deemed to have commissioned a "work for hire," and its rights to copyright are thereby in doubt, the Seller agrees to irrevocably assign to Buyer/Vendee, all rights in the copyright of the work prepared for Buyer/Vendee. All Intellectual property created which is subject to patent is hereby irrevocably assigned to Buyer/Vendee.

"Intellectual property" means patents, trademarks, copyrights, design patents, ideas, trade secrets, know how, confidential information, photographs, video tapes, films, slides, tape recordings, music, artwork, mechanicals, writing of any kind, any audio/visual project, designs, printed or graphic matter.

Seller agrees to execute any documents which may be necessary to effectuate this section.

Contract Agreement and Modification

This instrument including the accompanying Purchase Order, contains the entire Contract between the parties hereto with respect to the transactions contemplated herein and may be modified only by a duly executed purchase order change from signed by Buyer/Vendee's authorized representative.

Cross Claims: If Buyer/Vendee or any of subsidiaries, or affiliates has any claim against Seller it may set off the amount of such claim against any amounts due or becoming due hereunder.

Acceptance of Order

Acceptance of this order is limited to its provisions without addition, deletion, or other modification. Any additional or different terms proposed by the Seller (this term is intended to include providers of supplies or services) are objected to and hereby rejected, notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of Seller and notwithstanding Buyer/Vendee's accepting or paying for any shipment, or similar act of Buyer/Vendee. Shipment of any goods or performance of any services ordered hereunder shall be considered an acceptance of this entire order, including all Terms and Conditions specified herein.

Prices

Seller represents that the prices as specified herein are firm, constitute the total cost to Buyer/Vendee, do not exceed the lowest prevailing market price for comparable quantities of the same or substantially similar goods/services to any other Purchaser but, in no case more than the last quotation from Seller, and are not in excess of prices permitted under applicable law or regulation. If prior to shipment under the Purchase Order, Seller quotes to any other party a price more favorable than that provided in the Purchase Order, Buyer/Vendee shall receive such price. Seller agrees to immediately refund any payment made in excess of permitted prices without the necessity of further action on the part of the Buyer/Vendee.

Cancellation For Late Delivery

In the event that the Seller's delivery of conforming merchandise fails to meet the Purchase Order delivery schedule by more than thirty (30) calendar days, the Buyer/Vendee, by giving postal,

(b) Prior approval by Buyer/Vendee is required if Seller intends to ship more than fifteen (15) days in advance of schedule set forth herein. Buyer/Vendee reserves the right to return such unauthorized shipments, as rejects, at Seller's expense.

Shipping Instructions/Insurance

Seller shall strictly comply with Buyer/Vendee's shipping instructions. If such instructions are not clear, adequate or included on this order, Seller will contact Buyer/Vendee's Purchasing Department for necessary clarification/ instructions.

Each container shall be consecutively numbered, and marked with Buyer/Vendee's Purchase order number and Buyer/Vendee's part number(s).

Packing List showing Buyer/Vendee's Purchase Order number shall be attached to No. 1 container of each shipment. With respect to goods sold F.O.B. shipping point, insurance shall be placed by Buyer/Vendee. Seller shall not insure the goods. Time and shipping instructions are each of the essence of this order.

Invoice and Payment

A separate and distinct invoice shall be issued in triplicate for each shipment. Unless otherwise specified in the order, no invoice shall be issued prior to shipment of goods and no payment will be made prior to the receipt of goods, inspection and acceptance of goods by Buyer/Vendee and receipt of correct invoice. Discounts will be based on applicable discount periods computed from the date of the later of receipt of goods or correct invoice, to the date Buyer/Vendee's check is mailed. Seller's invoice must contain Buyer/Vendee's Purchase order number, item number(s), quantities, sizes, description of goods, unit prices and extended total.

Assignments

No assignment by seller of any rights, including rights to monies which become due hereunder, or the delegation of any duties under this order, shall be binding upon Buyer/Vendee unless its prior written consent has been obtained.

Subcontracting

No goods delivered under this order shall be procured by Seller from the third party in completed or substantially completed form without Buyer/Vendee's prior written consent.

Termination for Convenience

Buyer/Vendee may, for convenience, terminate this order, in whole or part at any time by written/telegraphic or verbal notice, confirmed in writing, and equitably settle any claims by Seller for reasonable costs of work in process and completed but undelivered goods, directly incurred in performance through such time not to exceed the contract rate for the goods as yet undelivered, provided however that such claims are asserted in writing within twenty (20) days of the termination.

Default

Buyer/Vendee may cancel this order in whole or in part at any time by written/telegraphic notice, whenever the Seller shall be in default in the performance of any term or condition of this order or shall so fail to make progress as to endanger timely performance, or breach any other provision of this order provided Seller does not remedy such default/failure within five (5) days of written notice by Buyer/Vendee, or if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Seller. In any such event Buyer/Vendee's liability to Seller hereunder shall forthwith terminate and Buyer/Vendee shall have the right to exercise against Seller all remedies available hereunder and under the law including the right to procure the goods elsewhere and recoup from the Seller any additional costs for the replacement goods.

Compliance With Laws

Seller warrants that in the performance of this order it will comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules, and regulations issued therein, including but not limited to the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. Sec. 201-219), the Walsh-Healy Public Contracts Act, as amended, (41 U.S.C. Sec. 35-45), the Contract Work Hours Standards Act, as amended, (40 U.S.C. Sec. 327-330), and all lawful rules and regulations issued therein. On its invoice or in other form satisfactory to Buyer/Vendee, Seller shall submit certification that the goods covered by this order were produced in compliance with all

telegraphic or telephone notice, may cancel that portion of the order which is more than thirty (30) days past due, or, at its option, cancel the balance due on the entire order or any portion thereof. Said cancellation shall be at no cost to Buyer/Vendee. This clause shall not be applicable if this purchase order provides that time is of the essence, in which case no delay in delivery shall be permitted.

Warranties

In addition to any warranty implied in fact or law, Seller warrants that all goods delivered under this order will conform to the requirements of this order (including all applicable samples, descriptions, specifications and drawings), will be free from defects in materials and workmanship and will be free from defects in design, and will be fit for the ordinary purposes and uses for which such goods are intended. Seller's warranties (and any more favorable warranties, service policies, or similar undertakings of Seller) shall be enforceable by Buyer/Vendee's customers and the users of Buyer/Vendee's or successors' and assigns' goods as well as by Buyer/Vendee for a period of twelve (12) months (or such longer period as shall be agreed by the parties).

If any goods delivered hereunder do not meet the warranties specified herein or otherwise applicable, Seller shall promptly, at the option of and at no cost to Buyer/Vendee or to Buyer/Vendee's customer, correct and defect by repair or replacement.

All warranties shall survive delivery to, inspection, test, acceptance and payment by Buyer/Vendee.

Inspection and Acceptance

(a) Buyer/Vendee reserves the right to reject and refuse acceptance of goods which exceed or substantially fail to meet the quantity ordered, or do not conform to the instructions, specifications, drawings and data or warranties (express or implied) of this order, or deliveries made more than fifteen (15) days in advance of the date required. Buyer/Vendee will charge Seller for all the costs of inspecting and returning goods rejected, notwithstanding any payment or prior inspection at source. Such inspection will be made within a reasonable time after receipt of goods. Except as otherwise provided in this order, acceptance shall be conclusive, except at to latent defects, unless acceptance was induced by Seller.

(b) If any goods purchased hereunder are other than a standard commercial article of Seller, such goods shall be subject to inspection and test by Buyer/Vendee, to the extent practicable, at all times and places including the period of manufacture and, in any event, prior to final acceptance. If any such inspection or test is made by Buyer/Vendee on the premises of Seller, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Buyer/Vendee's inspectors in the performance of their duties. All inspections and tests shall be performed in such manner as not to unduly delay the work. No inspection or test made prior to final inspection and acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of this order.

Disputes

In the event a dispute arises in connection with delivery of goods or otherwise, then, pending the outcome of such dispute, Seller shall nonetheless proceed with delivery of all goods (excluding only such merchandise that Buyer/Vendee has rejected or refused to accept, if applicable).

Changes

Buyer/Vendee may at any time make changes, within the general scope of this order, in any one or more of the following: (1) drawings, designs, or specifications; (2) method of shipment or packing; (3) place of inspection, delivery or acceptance; (4) reasonable increases in quantities; (5) reasonable changes in delivery schedules; and (6) the amount of Buyer/Vendee-furnished property. Seller shall proceed immediately to perform this order as changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of any part of the work under this order, whether changed or not changed by any such order, an equitable adjustment shall be made in the Purchase Order or delivery schedule, or both, and this order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Seller of such written order or within such further time as may at any time be agreed upon in writing by the parties. However, if Buyer/Vendee decides that the facts justify such action, it may receive and act upon any claim at any time prior to final payment under this order. Failure of the parties to agree upon any adjustment to be made under this clause shall not excuse Seller from proceeding with this order as changed.

Responsibility for Property

Unless otherwise provided in this order, Seller, upon delivery to it or manufacture or acquisition by

applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

Buyer/Vendee is an equal opportunity employer and is a federal contractor that maintains an Affirmative Action program. Consequently, the parties agree they will comply with Executive order 11246, the Vietnam-Era Veterans' Readjustment Act of 1974 and the Rehabilitation Act of 1973 and the equal opportunity clauses contained in the implementing regulations (41 C.F.R. 60-1.4; 41 C.F.R. 60-250.4; 41 C.F.R. 741-4), and also agree these laws are incorporated herein by this reference.

Notice of Labor Dispute

Whenever Seller has knowledge that any actual or potential labor dispute may delay this order, Seller shall immediately notify and submit all relevant information to Buyer/Vendee. Seller shall insert the substance of this entire clause in any subcontract hereunder.

Clearance of Materials Intended For Public Resale

No news release or publicity, including photographs and films, advertisements, public announcements, denial or confirmation of same, or any part of the subject matter of this order or any phase of any program hereunder shall be made without prior written approval of Buyer/Vendee.

Applicable Law

This Order shall be construed in accordance with the laws of the state indicated on the front of the Purchase Order in the address designated "Bill to".

Miscellaneous Agreements

Seller's relationship to Buyer/Vendee is that of independent contractor and Seller is granted no right, power or authority to create or incur any obligation or liability, express or implied, on behalf of Buyer/Vendee. Seller shall not be liable for delays due to circumstances totally beyond its reasonable control provided it promptly notifies Buyer/Vendee thereof in writing. Buyer/Vendee may set off sums due Seller hereunder against sums owed by Seller or its affiliates to Buyer/Vendee and any of its parents, subsidiaries or affiliates. If this order is marked "For Resale" it is understood that the good/services are being produced for resale.

Precedence of Terms

The following shall be the order of precedence of the terms appearing in this contract: (1) handwritten/typed entries; (2) attachments/schedules; and (3) printed terms. Seller agrees that Buyer/Vendee will not be bound by any changes to this Contract proposed by Seller unless such changes are expressly and specifically accepted in writing by Buyer/Vendee's authorized representative, as indicated by a manual signature accepting such proposed change.

No Waiver

No single or repeated waiver or any default for any period of time shall be construed as a continuing waiver by Buyer/Vendee, and Buyer/Vendee's right of termination under this agreement shall remain enforceable at any time any default may exist, no matter for how long or how many times that default may have existed.

Successor and Assigns

The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, heirs and legal representatives.

Disclosure of Information

Seller shall not, during the existence of this order or subsequent to its completion, expiration or cancellation, in any manner comment upon, divulge, or use for the benefit of itself or any other person, firm, or association, information concerning the names of Buyer/Vendee's customers, its manufacturing methods and assembly operations, its production capacity, pricing formulae and policies which may be communicated to, or come into possession and knowledge of the Seller by virtue of this purchase or otherwise.

Insurance Clause

(A) Seller shall, at its own cost and expense, obtain and maintain the following insurance throughout the term of this agreement.

(i) In the event this Purchase Order provides for the purchase of products, the following insurance is required.

(a) Commercial General Liability insurance written on an occurrence basis, including without limitation broad form contractual liability coverage, broad form property damage, and products liability coverage, with a combined single limit for bodily injury and property damage of not less

it, of any fabric materials, parts, tooling, or other property the title to which is or becomes vested in Buyer/Vendee, assumes the risk of and shall be responsible for any loss thereof or damage thereto. Seller in accordance with the provisions of this order, but in any event upon completion thereof, shall return or deliver such property to Buyer/Vendee in the condition in which it was received, except for reasonable wear and tear and except to the extent that such property has been incorporated in goods delivered under this order, or has been reasonably consumed in performance of work under this order.

Indemnification

Seller agrees to indemnify and hold Buyer/Vendee and Buyer/Vendee's parents, subsidiaries, affiliates, customers, successors and assigns, harmless against any claims or suits, arising in connection with the items purchased hereunder, for defects in materials or workmanship and for infringement of patent, trademark or copyright or other intellectual property rights. Seller will pay, including without limitation, the claim, settlement or judgment, court costs, counsel fees and expenses, and interest; and refund the price of the goods if Buyer/Vendee is enjoined from using the same. Buyer/Vendee shall notify Seller promptly of the initiating of any suit or proceeding and Buyer/Vendee may defend or otherwise deal with such matters, if Seller fails to do so after notice, with all costs ultimately chargeable to Seller.

Seller will indemnify and hold Buyer/Vendee and its parents, subsidiaries and affiliates harmless from any claims of representatives, agents, employees or servants of Seller, as well as of third parties present at the invitation of Seller, injured as a result of a malfunction, explosion, fire or any other casualty, absent gross negligence of Buyer/Vendee, while such persons are on Buyer/Vendee's premises.

Packing and Shipping

All goods shall be prepared for shipment and packed to prevent damage or deterioration, secure lowest transportation rates, and comply with carrier tariffs.

Shipment/Delivery

(a) Shipments or deliveries shall be strictly in accordance with the quantities and schedule specified in the order. If it appears Seller will not meet such schedule, Seller shall promptly notify Buyer/Vendee, in writing, and, if requested by Buyer/Vendee, shall ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller. This is in addition to Buyer/Vendee's other rights and remedies with respect to late deliveries.

than \$5,000,000 per Occurrence, \$5,000,000 General Aggregate and \$5,000,000 Products and Completed Operations Aggregate. This insurance shall name the Buyer/Vendee and their respective parents, subsidiaries and affiliates as Additional Insureds under a "Vendors - Broad Form" endorsement.

(ii) In the event this Purchase Order provides for the Seller to perform work for Buyer/Vendee and/or on Buyer/Vendee's premises, the following insurance is required.

(a) Commercial General Liability insurance written on an occurrence basis with minimum limits of \$5,000,000 per Occurrence and \$5,000,000 Aggregate with combined single limit for Bodily Injury and Property Damage. Coverage shall be on a "per location" basis, provide coverage for claims worldwide and include Broad Form Contractual Liability and Products and Completed Operations.

(b) Auto Liability (as applicable) with minimum limits of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.

(c) Worker's Compensation with Statutory limits for the jurisdiction within which work is performed. Employers Liability with minimum limits of \$1,000,000.

(iii) In the event this Purchase Order provides for the rendering of Professional Services, the following insurance is required in addition to the insurance required under Section A (ii), above.

(a) Professional Liability/Errors and Omissions insurance with minimum limits of \$5,000,000. In the event that this coverage is provided on a "Claims Made" basis, such coverage shall be continued for a period of not less than three (3) years from the date that professional services are completed.

(B) All such insurance shall be issued by insurance company or companies that are authorized to do business in the state in which Buyer/Vendee is located and have a minimum A.M. Best & Co. rating of "A", "X" and as reasonably acceptable to Buyer/Vendee. All such insurance, with the exception of Worker's Compensation and Professional Liability, shall name Buyer/Vendee and their respective parents, subsidiaries and affiliates (and such other entities as may be required by Buyer/Vendee) as Additional Insureds. All such insurance shall be issued on a primary and non-contributory basis, contain a Waiver of Subrogation in favor of the Additional Insureds and not be cancelable, terminable or subject to material change without thirty (30) days' prior written notice to Buyer/Vendee.

(C) Seller shall provide Buyer/Vendee with a Certificate of Insurance and a Broad Form Vendors Endorsement (as applicable) evidencing the coverages herein required.