

PURCHASE ORDER

Revision 1



Hilton Supply Management, LLC
7930 Jones Branch Drive
McLean VA 22102

CHANGE ORDER		Page: 1 of 11
Purchase Order	Date	Revision/Dated
0000097140	04/01/2025	1 - 06/23/2025
Payment Terms	Freight Terms	Ship Via
Net 14	FOB DESTINATION	FASTRANS
Buyer	Phone	Currency
Cherise Imbert	703/883-1000	USD

Supplier: 53641
READ WINDOW PRODUCTS LLC
5900 WEISBROOK LN
KNOXVILLE TN 37909-1254

Ship To: CONTACT FASTRANS LOGISTICS FOR ROUTING
INSTRUCTIONS
EMAIL: HSMPROJECTS@FASTRANS.COM
800-844-8044 Select 1
Birmingham AL 35244

Customer: 8541PROJINNF2 - EMBASSY BIRMINGHAM
Project: HOOVER AL
8541RN2401 - RENOVATION 2024

Attention:

Tax Exempt? Y Tax Exempt ID: 95-2502058

Bill To: Hilton Supply Management, LLC
7930 Jones Branch Drive
McLean VA 22102
For email submittal, send to: HSM_Accounting@hilton.com

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1 - 1	(P432) - SHEER DRAPERY @ PRE-FUNCTION	4.00	PAI	278.75	1,115.00	07/01/2025
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Line Specification/Comments:

DESCRIPTION:MODEL NUMBER: CENTER DRAW OPERABLE SHEER DRAPERY
DIMENSIONS: WINDOW TREATMENT TO BE WALL MOUNTED; TREATMENT TO
EXTEND 12" BEYOND WINDOW ON EITHER SIDE
STYLE: OPERABLE, UNLINED SHEERS W/ RIPLEFOLD; 2 PANELS PER SET
FULLNESS: 120% RIPLEFOLD SHEER FULLNESS (EQUAL TO 250% FULLNESS
ON A PINCH PLEAT STYLE)
FABRIC: COM; REFER TO SPEC #P432F
HEMS: 1" SINGLE SIDE HEM; 4" SINGLE HEADING; 4" DOUBLE BOTTOM HEM
YARDAGE: MANUFACTURER TO DETERMINE YARDAGE REQUIREMENT PER
STYLE, SPEC, & FIELD MEASURE
MOUNTING: SHEERS SHALL HANG TO 1/2" ABOVE FINISH FLOOR
HARDWARE: EXTRUDED ALUMINUM ARCHIT WALL MOUNT; NONCORROSIVE
TRACK SYSTEM

SUBMITTALS INSTRUCTIONS:SUBMITTALS REQUIRED:SHOP
DRAWINGSFUSION ARCHITECTURAL INTERIOR DESIGN4595 TOWNE LAKE
PKWY,BLDG. 100, SUITE 120, BOX A3WOODSTOCK, GA 30189ATTN: ELAINE
DONNELLY

NOTES:DRAPERY FABRICATION NOTES:

1. DRAPERIES MUST MEET CLASS 1 ASTM E84 & NFPA 701 SMALL & LARGE SCALE AS REQUIRED BY FIRE CODES.
2. PROVIDE ALL HARDWARE FOR COMPLETE INSTALLATION. ALL CARRIER HARDWARE TO BE OF BALL BEARING CONSTRUCTION. SPLIT TRAVERSING DRAPERY TO OVERLAP 4" MIN. TO CREATE BLACKOUT CONDITION. ALL PIN HOOKS TO BE STAINLESS STEEL.
3. DRAPERY FABRICATOR IS RESPONSIBLE FOR THE SIZE & QUANTITY OF ALL HARDWARE TO BE USED. ALL MEASUREMENTS TO BE CONFIRMED DURING FIELD MEASURE PRIOR TO FABRICATION.
4. ALL PATTERNS TO BE MATCHED BOTH VERTICALLY & HORIZONTALLY ACROSS ENTIRE DRAPERY PANEL. DRAPERY FABRICATOR TO VERIFY FABRIC YARDAGES PRIOR TO FABRICATION.
5. ALL TRAVERSING DRAPERY TO HAVE CLEAR ACRYLIC 1/2" DIAMETER BATONS FOR HAND DRAWN OPERATION. BATON TO BE ATTACHED TO FACE OF DRAPERY AFFIXED TO LEAD CARRIER THROUGH CORROSIVE PROOF GROMMET. BATON SHALL BE 54"AFF FOR TYPICAL ROOMS. FOR ACCESSIBLE ROOMS, BATON SHALL HAVE LOOP HANDLE WITH

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Purchase Order 0000097140	Date 04/01/2025	Revision/Dated 1 - 06/23/2025
Payment Terms Net 14	Freight Terms FOB DESTINATION	Ship Via FASTRANS
Buyer Cherise Imbert	Phone 703/883-1000	Currency USD

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A BOTTOM REACHABLE HEIGHT AT 48" AFF.
6. BOTTOM HEM OF SHEER INCLUDES WEIGHTS OR BEADED CHAIN WEIGHT, STITCHED INTO PLACE TO PREVENT SLIPPAGE, & BE FULLY CONCEALED.
7. FABRICATOR MUST REVIEW DESIGN CONCEPT & INFORM PURCHASING AGENT OF ANY PROBLEMS OR DISCREPANCIES PRIOR TO FABRICATION. ANY VALUE ENGINEERING SUBSTITUTIONS MUST BE SUBMITTED TO DESIGNER FOR REVIEW/APPROVAL.
GENERAL FURN NOTES:
1. PRODUCT TO BE CONTRACT QUALITY & SUITABLE FOR COMMERCIAL USE.
2. PURCHASING AGENT TO DETERMINE QUANTITY BASED ON INDIVIDUAL PROPERTY REQUIREMENTS. QUANTITY TO BE VERIFIED BY DESIGNER & OWNER (OR OPERATOR) PRIOR TO ORDERING.
3. MANUFACTURER TO CLEARLY MARK EACH CARTON WITH ITEM ID & SPECIFICATION NUMBER.
4. ALL MATERIALS & METHODS OF CONSTRUCTION MUST COMPLY WITH LOCAL FIRE & SAFETY CODES FOR BUILDING CLASSIFICATION.

SUBMITTALS INSTRUCTIONS: SUBMITTALS REQUIRED: SHOP
DRAWINGS FUSION ARCHITECTURAL INTERIOR DESIGN 4595 TOWNE LAKE PKWY, BLDG. 100, SUITE 120, BOX A3 WOODSTOCK, GA 30189 ATTN: ELAINE DONNELLY
SUBMITTALS INSTRUCTIONS: SUBMITTALS REQUIRED: SHOP
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SIDEMARK: P432/SHEER DRAPERY @ PREFUNCTION/EMB HOOVER, AL
BHMHO (PUBLIC AREA, 2024)

2 - 1	(P472) - SHEER DRAPERY @ TYPICAL ELEVATOR LOBBIES	9.00	PAI	269.75	2,427.75	07/01/2025
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Line Specification/Comments:
DESCRIPTION: MODEL NUMBER: CENTER DRAW OPERABLE SHEER DRAPERY
DIMENSIONS: WINDOW TREATMENT TO BE CEILING MOUNTED; TREATMENT TO EXTEND 14" BEYOND WINDOW ON EITHER SIDE;
STYLE: OPERABLE, UNLINED SHEERS W/ RIPPLEFOLD; 2 PANELS PER SET
FULLNESS: 120% RIPPLEFOLD SHEER FULLNESS (EQUAL TO 250% FULLNESS ON A PINCH PLEAT STYLE)
FABRIC: COM; REFER TO SPEC #P472F
HEMS: 1" SINGLE SIDE HEM; 4" SINGLE HEADING; 4" DOUBLE BOTTOM HEM
YARDAGE: MANUFACTURER TO DETERMINE YARDAGE REQUIREMENT PER STYLE, SPEC, & FIELD MEASURE
MOUNTING: SHEERS SHALL HANG TO 1/2" ABOVE FINISH FLOOR
HARDWARE: EXTRUDED ALUMINUM ARCHIT CEILING MOUNT;
NONCORROSIVE TRACK SYSTEM

SUBMITTALS INSTRUCTIONS: SUBMITTALS REQUIRED: SHOP
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1. DRAPERIES MUST MEET CLASS 1 ASTM E84 & NFPA 701 SMALL & LARGE SCALE AS REQUIRED BY FIRE CODES.
2. PROVIDE ALL HARDWARE FOR COMPLETE INSTALLATION. ALL CARRIER HARDWARE TO BE OF BALL BEARING CONSTRUCTION. SPLIT TRAVERSING DRAPERY TO OVERLAP 4" MIN. TO CREATE BLACKOUT CONDITION. ALL PIN HOOKS TO BE STAINLESS STEEL.
3. DRAPERY FABRICATOR IS RESPONSIBLE FOR THE SIZE & QUANTITY OF ALL HARDWARE TO BE USED. ALL MEASUREMENTS TO BE CONFIRMED

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Buyer Cherise Imbert	Phone 703/883-1000	Currency USD

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DURING FIELD MEASURE PRIOR TO FABRICATION.
4. ALL PATTERNS TO BE MATCHED BOTH VERTICALLY & HORIZONTALLY ACROSS ENTIRE DRAPERY PANEL. DRAPERY FABRICATOR TO VERIFY FABRIC YARDAGES PRIOR TO FABRICATION.
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6. BOTTOM HEM OF SHEER INCLUDES WEIGHTS OR BEADED CHAIN WEIGHT, STITCHED INTO PLACE TO PREVENT SLIPPAGE, & BE FULLY CONCEALED.
7. FABRICATOR MUST REVIEW DESIGN CONCEPT & INFORM PURCHASING AGENT OF ANY PROBLEMS OR DISCREPANCIES PRIOR TO FABRICATION. ANY VALUE ENGINEERING SUBSTITUTIONS MUST BE SUBMITTED TO DESIGNER FOR REVIEW/APPROVAL.
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DRAWINGS FUSION ARCHITECTURAL INTERIOR DESIGN 4595 TOWNE LAKE PKWY, BLDG. 100, SUITE 120, BOX A3 WOODSTOCK, GA 30189 ATTN: ELAINE DONNELLY
SIDEMARK: P472/SHEER DRAPERY @ TYPICAL ELEVATOR LOBBIES/EMB
HOOVER, AL BHMHO (PUBLIC AREA, 2024)

3 - 1	(P.READ-M) - MEASURE CHARGE @ DRAPERY	1.00	EA	750.00	750.00	07/01/2025
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Line Specification/Comments:
DESCRIPTION: MODEL NUMBER: FIXED NONOPERABLE SHEER DRAPERY
DIMENSIONS: WINDOW TREATMENT TO BE CEILING MOUNTED; TREATMENT TO EXTEND COLUMN TO COLUMN
STYLE: NONOPERABLE UNLINED SHEERS W/ RIPLEFOLD, 2 PANELS PER SET
FULLNESS: 120% RIPLEFOLD SHEER FULLNESS (EQUAL TO 250% FULLNESS ON A PINCH PLEAT STYLE)
FABRIC: COM; REFER TO SPEC #P402F
HEMS: 1" SINGLE SIDE HEM; 4" SINGLE HEADING; 4" DOUBLE BOTTOM HEM
YARDAGE: MANUFACTURER TO DETERMINE YARDAGE REQUIREMENT PER STYLE, SPEC, & FIELD MEASURE
MOUNTING: SHEERS SHALL HANG TO 1/2" ABOVE FINISH FLOOR
HARDWARE: EXTRUDED ALUMINUM ARCHIT CEILING MOUNT;
NONCORROSIVE TRACK SYSTEM

SUBMITTALS INSTRUCTIONS: SUBMITTALS REQUIRED: SHOP
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Buyer Cherise Imbert	Phone 703/883-1000	Currency USD

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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NOTES:DRAPERY FABRICATION NOTES:

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2. PROVIDE ALL HARDWARE FOR COMPLETE INSTALLATION. ALL CARRIER HARDWARE TO BE OF BALL BEARING CONSTRUCTION. SPLIT TRAVERSING DRAPERY TO OVERLAP 4" MIN. TO CREATE BLACKOUT CONDITION. ALL PIN HOOKS TO BE STAINLESS STEEL.
3. DRAPERY FABRICATOR IS RESPONSIBLE FOR THE SIZE & QUANTITY OF ALL HARDWARE TO BE USED. ALL MEASUREMENTS TO BE CONFIRMED DURING FIELD MEASURE PRIOR TO FABRICATION.
4. ALL PATTERNS TO BE MATCHED BOTH VERTICALLY & HORIZONTALLY ACROSS ENTIRE DRAPERY PANEL. DRAPERY FABRICATOR TO VERIFY FABRIC YARDAGES PRIOR TO FABRICATION.
5. ALL TRAVERSING DRAPERY TO HAVE CLEAR ACRYLIC 1/2" DIAMETER BATONS FOR HAND DRAWN OPERATION. BATON TO BE ATTACHED TO FACE OF DRAPERY AFFIXED TO LEAD CARRIER THROUGH CORROSIVE PROOF GROMMET. BATON SHALL BE 54" AFF FOR TYPICAL ROOMS. FOR ACCESSIBLE ROOMS, BATON SHALL HAVE LOOP HANDLE WITH A BOTTOM REACHABLE HEIGHT AT 48" AFF.
6. BOTTOM HEM OF SHEER INCLUDES WEIGHTS OR BEADED CHAIN WEIGHT, STITCHED INTO PLACE TO PREVENT SLIPPAGE, & BE FULLY CONCEALED.
7. FABRICATOR MUST REVIEW DESIGN CONCEPT & INFORM PURCHASING AGENT OF ANY PROBLEMS OR DISCREPANCIES PRIOR TO FABRICATION. ANY VALUE ENGINEERING SUBSTITUTIONS MUST BE SUBMITTED TO DESIGNER FOR REVIEW/APPROVAL.

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DRAWINGSFUSION ARCHITECTURAL INTERIOR DESIGN4595 TOWNE LAKE PKWY,BLDG. 100, SUITE 120, BOX A3WOODSTOCK, GA 30189ATTN: ELAINE DONNELLY

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SIDEMARK: P.READM/MEASURE CHARGE @ DRAPERY/EMB HOOVER, AL BHMHO (PUBLIC AREA, 2024)

4 - 1	(P.READ-I) - INSTALLATION CHARGE @ DRAPERY.	1.00	EA	1,950.00	1,950.00	07/01/2025
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Line Specification/Comments:

DESCRIPTION:MODEL NUMBER: FIXED NONOPERABLE SHEER DRAPERY
DIMENSIONS: WINDOW TREATMENT TO BE CEILING MOUNTED; TREATMENT TO EXTEND COLUMNTOCOLUMN
STYLE: NONOPERABLE UNLINED SHEERS W/ RIPLEFOLD, 2 PANELS PER SET
FULLNESS: 120% RIPLEFOLD SHEER FULLNESS (EQUAL TO 250% FULLNESS

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ON A PINCH PLEAT STYLE)
FABRIC: COM; REFER TO SPEC #P402F
HEMS: 1" SINGLE SIDE HEM; 4" SINGLE HEADING; 4" DOUBLE BOTTOM HEM
YARDAGE: MANUFACTURER TO DETERMINE YARDAGE REQUIREMENT PER
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6. BOTTOM HEM OF SHEER INCLUDES WEIGHTS OR BEADED CHAIN WEIGHT,
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DONNELLY
SIDEMARK: P.READI/INSTALLATION CHARGE @ DRAPERY/EMB HOOVER, AL
BHMHO (PUBLIC AREA, 2024)

5 - 1	(P.READ-FEE.2) - PER DIEM CHARGES @ DRAPERY.	1.00	LOT	2,550.00	2,550.00	07/01/2025
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Line Specification/Comments:

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STYLE: NONOPERABLE UNLINED SHEERS W/ RIPLEFOLD, 2 PANELS PER
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Cherise Imbert	703/883-1000	USD

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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OWNER (OR OPERATOR) PRIOR TO ORDERING.
3. MANUFACTURER TO CLEARLY MARK EACH CARTON WITH ITEM ID & SPECIFICATION NUMBER.
4. ALL MATERIALS & METHODS OF CONSTRUCTION MUST COMPLY WITH LOCAL FIRE & SAFETY CODES FOR BUILDING CLASSIFICATION

SUBMITTALS INSTRUCTIONS:SUBMITTALS REQUIRED:SHOP
DRAWINGSFUSION ARCHITECTURAL INTERIOR DESIGN4595 TOWNE LAKE PKWY,BLDG. 100, SUITE 120, BOX A3WOODSTOCK, GA 30189ATTN: ELAINE DONNELLY
SUBMITTALS INSTRUCTIONS:SUBMITTALS REQUIRED:SHOP
DRAWINGSFUSION ARCHITECTURAL INTERIOR DESIGN4595 TOWNE LAKE PKWY,BLDG. 100, SUITE 120, BOX A3WOODSTOCK, GA 30189ATTN: ELAINE DONNELLY
SUBMITTALS INSTRUCTIONS:SUBMITTALS REQUIRED:SHOP
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SUBMITTALS INSTRUCTIONS:SUBMITTALS REQUIRED:SHOP
DRAWINGSFUSION ARCHITECTURAL INTERIOR DESIGN4595 TOWNE LAKE PKWY,BLDG. 100, SUITE 120, BOX A3WOODSTOCK, GA 30189ATTN: ELAINE DONNELLY
SIDEMARK: P.READFEE.2/PER DIEM CHARGES @ DRAPERY/EMB HOOVER, AL BHMHO (PUBLIC AREA, 2024)

Total PO Amount 8,792.75

PURCHASE ORDER

Revision 1



Hilton Supply Management, LLC
7930 Jones Branch Drive
McLean VA 22102

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Buyer Cherise Imbert	Phone 703/883-1000	Currency USD

ALL PRODUCTS LISTED ON THIS PURCHASE ORDER MUST MEET THE CALIFORNIA AIR RESOURCE (CARB) REQUIREMENTS IF THE PRODUCT IS FOR A PROPERTY LOCATED IN CALIFORNIA.

General Terms and Conditions

HILTON SUPPLY MANAGEMENT (hereafter HSM)

- ACCEPTANCE.** This offer becomes a contract subject to all the terms and conditions contained herein when accepted by acknowledgement by Supplier or upon commencement of work by Supplier, or shipment of the items whichever occurs first. Acceptance of this offer is limited to acceptance of acceptance hereunder, shall not operate as a rejection of this offer (unless such additional or different terms and/or conditions alter or change the description, quantity, or price of the items covered by this purchase order) but shall be deemed accepted without such additional or different items and/or conditions.
- WARRANTIES; INDEMNIFICATION.** Supplier warrants that the items manufactured or delivered hereunder shall be free from defects in material and workmanship and shall conform to all applicable plans, specifications, requirements and samples. All of Supplier's warranties with respect to the items covered hereunder and all indemnities shall run to HSM, its hotels, and each of their owners, partners, subsidiaries, affiliates, franchisees, and each of such persons' or entities' officers, directors, agents, contractors, subcontractors, consignees, customers, guests, residents, visitors, licensees, invitees, permittees and employees (collectively referred to as the "Indemnitees"), and shall survive all inspections and acceptances. Supplier shall, without limiting any other right or remedy of HSM, indemnify and hold Indemnitees harmless from all claims, demands, liabilities, and costs (including attorneys' fees and costs) of every kind and nature for injury or death to person or persons, or for damage to property arising out of or in connection with this purchase order, and/or any of the items purchased hereunder, and shall at Supplier's sole expense, upon request by HSM, defend all suits in respect thereto. Supplier shall procure and maintain at its expense at least \$1,000,000 in commercial general liability (including contractual and products liability and per occurrence), employer's liability (per accident and each employee), and automobile liability (covering all owned, non-owned, leased and hired vehicles and per accident), and statutory limits of workers' compensation coverage, and each such insurance policy (except Workers' Compensation and Employer's Liability) shall name the Indemnitees and each of them, as additional insureds. Upon HSM's request, Supplier shall furnish certificates of its public liability and workmen's compensation insurance.
- CONFIDENTIALITY.** Supplier will treat pricing and all information and materials received from HSM, ("Confidential Information") as strictly confidential and with at least the same degree of care to prevent unauthorized use of, access to, or disclosure of the Confidential Information that it uses to protect its own most valuable confidential and proprietary information, but in no event less than a reasonable standard of care. Confidential Information may be disclosed in written or other tangible form (including on electronic or magnetic media) or by oral, visual or other means. Supplier may use Confidential Information only for the purpose of providing the Products or Services. Supplier will disclose or permit access to Confidential Information only to its employees and representatives who have a need to know the Confidential Information in order to provide the Products or Services. Supplier will be strictly liable for any disclosure or unauthorized use of Confidential Information by any person to whom it discloses the Confidential Information. Confidential Information does not include information that is publicly available, that is obtained from independent sources free of any obligation, other than through improper disclosure, or that is developed independently of and without reference to the Confidential Information. If required by law, rule or regulation or court order to disclose any Confidential Information, Supplier will promptly notify Hilton in writing prior to making any disclosure and will reasonably cooperate with any effort by Hilton to obtain a protective order or other remedy. At Hilton's request, Supplier will promptly return or destroy all Confidential Information in its possession or control and certify the same to Hilton. ANY UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION BY SUPPLIER MAY LEAD TO TERMINATION OF EXISTING MASTER AGREEMENT (If applicable).
- DEFAULT-CANCELLATION.** HSM reserves the right, by written notice of default, to cancel this order without liability to HSM, in the event of the happening of any of the following: insolvency of the Supplier, the filing of a voluntary petition in bankruptcy by Supplier. The filing of an involuntary petition to have Supplier declared bankrupt, the appointment of a Receiver or Trustee for Supplier, or the execution by Supplier of an assignment for the benefit of creditors. If Supplier fails to perform as specified herein or if Supplier breaches any of the terms hereof, HSM reserves the right, without any liability to HSM, at its option and without limiting any of its other rights or remedies, upon giving

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Supplier written notice to (i) cancel this order in whole or in part, and/or (ii) obtain the goods ordered herein from another source with any and all excess costs resulting therefrom chargeable to Supplier.

5. **COMPLIANCE WITH LAWS.** Supplier shall in the performance of work or services hereunder fully comply with all applicable federal, state or local laws, rules, regulations, or ordinances, and shall hold HSM harmless from any liability resulting from failure of such.
6. **SALES USE TAXES.** HSM's resale certificate and registration number will be furnished upon request.
7. **DELIVERY CHARGES; PRODUCTION MATERIALS.** Charges by Supplier for prepaid freight shall include only the cost of the freight billed to it and shall not include any handling, service or other charges in connection therewith. As an alternative, Supplier may utilize a third party Shipper as designated by HSM with freight charges to be billed directly by such Shipper to HSM. The bill of lading in either case must contain HSM's purchase order number and corresponding release number.

Any negatives, artwork or dyes created by Supplier or provided by HSM applicable to this purchase order shall be deemed the property of HSM. Disposition instructions for such materials or pieces will be provided by HSM to Supplier when necessary.

8. **RISK OF LOSS/RIGHTS OF INSPECTION.** Unless otherwise agreed, title shall pass on unloading at destination or FOB Destination, subject to owner's right of inspection, approval and acceptance within a reasonable time after arrival. Rejects may be returned at Supplier's expense, provided Supplier is given a reasonable amount of time to advise disposition. HSM does not assume responsibility for 100% inspection. If this is necessary as indicated by partial inspections, the entire shipment may be rejected. HSM may charge Supplier for costs of inspecting goods rejected. HSM may inspect material or equipment in Supplier's plant during production without waiving right to subsequent rejection for undiscovered or latent defects.
9. **PAYMENT.** Payment of any undisputed amounts will be due per the NET terms stipulated in this PO after receipt of the applicable invoice and confirmed product delivery. Supplier will send invoices directly to the "Bill To" location or email address noted below as indicated by Hilton Supply Management. If a product is fabricated, designed or developed incorrectly by supplier or is non-conforming or otherwise not acceptable and returned by HSM or a participant, supplier will issue a credit memo, or if the applicable invoice has been paid, a full refund, to HSM or the applicable Participant for the full sales amount of that item(s) plus original and return freight costs (inclusive of any fees, duties, taxes, etc.).

Invoices submitted to HSM must reference HSM's purchase order number and the following Bill To address:

Hilton Supply Management ATTN: Accounts Payable 7930 Jones Branch Drive McLean, VA 22102

Invoices shall be submitted electronically to the following email address: HSM_Accounting@hilton.com.

10. **ASSIGNMENT; OFFSETS.** This order, or any interest herein (except any claims for monies due or to become due with respect thereto may only be assigned upon written consent of HSM. Any assignment by Supplier of any claim for monies due or to become due shall not be effective vis-à-vis HSM unless Supplier shall be given HSM adequate prior written notice thereof, and evidence satisfactory to HSM as to the validity of any such assignment. Any payment to any assignee of any claim under this order, in accordance with the foregoing, shall be subject to set off, recoupment or other reduction for any claim which HSM may have against Supplier.
11. **GOVERNING LAW.** This purchase order and all transactions hereunder shall be governed by and considered in accordance with the laws of the State of New York.
12. **MISCELLANEOUS.** The captions in this purchase order are inserted only for convenience in reference and are not to be considered a part of or affect the interpretation of this purchase order. The rights and remedies provided Supplier herein shall be cumulative, and in addition to any other rights and remedies provided by law or equity.

A waiver by HSM of a breach or default of any provision hereof shall not constitute a waiver of any further or other breach or default. The terms and conditions of this purchase order shall not be changed or modified except by an agreement in writing executed by HSM. If any provision of this purchase order shall be determined to be illegal and unenforceable, such provision shall be deemed severable from the balance of this purchase order and the balance of

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their purchase order shall remain in full force and effect.

13. **TIME.** Supplier acknowledges that TIME IS OF THE ESSENCE of the purchase order. Supplier shall deliver the goods by no later than the delivery date stated on the purchase order. HSM's schedules are based upon the agreement that goods and materials will be delivered by the date specified on the face of the purchase order. HSM may refuse or return at Supplier's expense, all or any part of shipment, which does not conform to the shipping date specified on the order. In addition to its other rights and remedies, HSM may substitute items or services elsewhere and charge the Supplier for the difference in the cost of the substituted items or services. In order to comply with HSM's required delivery date, if it becomes necessary for Supplier to ship by a more expensive way than specified in this purchase order, any increased transportation costs resulting thereof shall be paid for by Supplier, unless the necessity for rerouting or expedited handling has been caused by HSM.
14. **NON-AGENCY; TRADEMARKS.** Supplier shall not at any time represent that it is employed by Hilton Domestic operating Company Inc. or any of its respective affiliates and/or subsidiaries, including, but not limited to Hilton Supply Management (collectively, "Hilton"), or that Supplier is authorized to make any contracts, agreements or obligations on behalf of Hilton, any Hilton hotel or owners thereof, and Supplier shall not take any actions on behalf of Hilton or in Hilton's name.

Supplier hereby covenants and agrees not to use Hilton Supply Management, Hilton, Hilton Domestic Operating Company Inc., any Hilton hotel, or any variation thereof, or the name "Canopy", "Conrad", "Curio", "Doubletree", "Embassy Suites Hotels", "Hampton Inn", "Hampton Inn & Suites", "Hilton", "Hilton Garden Inn", "Homewood Suites by Hilton", "Home2 Suites by Hilton", "Motto by Hilton", "Signia", "Tapestry Collection", "Tempo by Hilton", "Tru", the "Waldorf Astoria Collection", the "H" swirl or other logotypes, trademarks, service marks, trade names or other intellectual property now or hereafter used by Hilton or its affiliates, subsidiaries, hotels or their owners (collectively, the "Marks"), and shall not use any "metatags", "scumware", "spyware", search word preference or any other services that results in Supplier being referenced in regard to Internet searches for such marks, attracts Internet users to its website, call centers or other services, or otherwise use any such marks, directly or indirectly, in any way in connection with any of Supplier's business or operations, without the prior written approval of Hilton and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval.

Supplier acknowledges that Hilton is the sole and exclusive owner of the Marks and that all use of the Marks by Supplier in accordance with the terms and conditions of this Purchase Order shall inure to the benefit of Hilton.

Subject to the foregoing, Hilton hereby grants to Supplier the non-exclusive, non-assignable, royalty-free right and license to use the Marks solely in connection with the good and services expressly described in this Purchase Order (the "Licensed Good and Services").

Supplier acknowledges and agrees that Hilton shall monitor and control the standards and quality of the Licensed Goods and Services rendered or sold and the business conducted under the Marks and that the quality of the Licensed Goods and Services shall at all times comport with the standards and specifications provided by Hilton from time to time, pursuant to this Purchase Order.

In accordance with this Section, Hilton adopts as initial minimum quality standards for the license granted herein and Supplier acknowledges its obligation to maintain the standards and quality of the goods and services to be at least equal to that standard and quality maintained by Hilton for its Licensed Goods and Services immediately prior to the date hereof.

Such minimal standards shall be deemed automatically to include compliance with all Federal, State and local governmental and other laws, regulations and rules.

Supplier agrees to supply to Hilton, or its authorized representatives, upon request, representative specimens of products, advertising, promotional materials, brochures, printed matter, and other collateral items, as applicable, bearing the Marks to permit Hilton to confirm that such materials meet the quality standards set forth above and that the Marks are being properly used.

Supplier agrees to permit any authorized representative of Hilton to enter at any time during normal business hours upon at least twenty-four (24) hours prior written notice upon all premises and facilities utilized by Supplier in appearing pursuant to this Purchase Order to ensure that Hilton's minimum quality standards are being maintained. Supplier may

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use the Marks solely in connection with the Licensed Goods and Services, in advertising and promoting the Licensed Goods and Services, on printed materials and collateral items sold, distributed, or utilized at Supplier's facilities for the Licensed Goods and Services, and in marketing and promotion of programs conducted jointly with Hilton, as applicable.

Supplier agrees that it will use the Marks only in a manner permitted by this Purchase Order or as otherwise approved by Hilton.

Supplier shall, at Hilton's request, affix a legend in advertising, promotional materials and/or signage, as applicable, which identifies Hilton as the owner of the Marks.

Supplier covenants that it will not at any time adopt or use any trademark, trade name, or service mark, which is likely to cause confusion with the Marks. Supplier covenants that it will not at any time use the Marks in any manner that will damage, disparage, dilute or denigrate from the Marks.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** HSM is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, if Supplier has operations physically located in the territorial United States including Puerto Rico which are involved in Supplier performance under this AGREEMENT, and to the extent otherwise applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference.

These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.