



Purchase Order

25-FSMLP-077 CO-02

Project: Four Seasons Maui Lokelani Suite_25-FSMLP
Original Date: 6/16/2025
Issue Date: 9/5/2025

Shipping & Delivery

Need by: 5/22/2026 Ship to: *Confirm Ship To Address with Purchasing Agent* Final Destination: (for reference only)
Ship via: READ WINDOW PRODUCTS, INC. Kihei, HI 96753
Prepay / Add
Provide Tracking To:
Delaney French
delaney@tothesource.com
FOB: MONROE, NC
Delivery Instructions: PLEASE CONFIRM SHIP TO ADDRESS BEFORE YOU SCHEDULE SHIPMENT. REACH OUT TO DELANEY FRENCH FOR ALL SHIPPING INFORMATION.

Order Details

Vendor: READ WINDOW PRODUCTS, INC. Specifier: Hannah Moore
5900 Weisbrook Lane Meyer Davis
Knoxville, TN 37909 hannahmoore@meyerdavis.com

Order Instructions: IF 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.

Please send CFA's/ Submittals/ Shop Drawings to:

Meyer Davis
ATTN: Hannah Moore
850 S. Broadway, Suite 802
Los Angeles, CA 90014

Revision Notes: CO#2 issued to revised pricing to 2026 pricing.

Items Impacted: LS-212A price changed, LS-206A price changed, LS-203B price changed

Costs & Billing

Bill to:	3900 WA Associates, LLC c/o Source 10121 SE Sunnyside Rd Suite 300 Clackamas, OR 97015	Terms: Tax:	PREPAY Project located in Kihei, HI. Invoice tax @ 4.5%	Cost of Goods: \$249.00
				Total* \$249.00 *tax not included

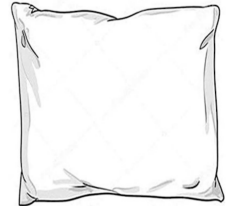
(971) 271-6905

*Note: This is not
a Ship To Address*

tag	total qty	unit cost / total cost
LS-203B	2 EA	\$41.50 / \$83.00
LS-206A	1 EA	\$41.50 / \$41.50
LS-212A	3 EA	\$41.50 / \$124.50

LS-203B	Lumbar Pillow @ Lounge Chair	2 EA @ \$41.50	\$83.00
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Manufacturer: TO BID
Product Name: Lumbar Pillow @ Lounge Chair



Additional Details:

AREAS: FFE - Lokelani Presidential Suite (LS)
MODEL NUMBER: Custom
MODEL NAME: Rectangular Throw Pillow
SIZE: 20" W x 16" H
FILL: Spun cluster fiber fill. Pillows to be filled 90% for
Tippy look. MFR to recommend.
COLOR/FINISH: Permanent color on casing. Stain resistant finish.
EDGE DETAIL: Knife edge corners
COM/COL: LS-203C
CLOSURE TYPE: Concealed non-rust zipper
OFCI OFOI CFCI CFOI Arch FFE
LS-203C, FABRICNOTES

- MANUFACTURER TO DEVELOP CUSTOM ACCENT PILLOW IN COLLABORATION WITH MDSI.
- ALL PILLOWS AND CUSHIONS TO BE FULLY REVERSIBLE.
- FINISHES ARE TO BE SUITABLE FOR COMMERCIAL APPLICATION AND SALT AIR ENVIRONMENT.
- ALL FINISH APPLICATIONS SHALL NOT ALTER COLOR OR TEXTURE OF SPECIFIED FABRIC OR LEATHER.
- PURCHASING AGENT TO CONFIRM FIRE RATING IS APPROPRIATE FOR LOCAL CODES AND APPLICATION.
- MFR. TO SIDEMARK PACKAGED CONTAINER WITH PROPERTY, ITEM NAME AND NUMBER. INSTRUCTIONS: • ALL CUSTOM GOODS MUST BE REVIEWED AND MUST OBTAIN WRITTEN APPROVAL BY DESIGNER PRIOR TO PURCHASING, MANUFACTURING, AND INSTALLATION OF TOTAL QUANTITY. • ALL ITEMS MUST BE OF CONTRACT QUALITY AND SUITABLE FOR COMMERCIAL USE. • CUSTOM DESIGNS ARE NOT TO BE DUPLICATED FOR ANY PROJECT OUTSIDE THE CURRENT PROJECT AND WITHOUT THE PRIOR WRITTEN APPROVAL OF MDSI. • DEVELOPMENT & FINAL PHOTOGRAPHY OF CUSTOM ITEMS ARE NOT TO BE PUBLICLY DISTRIBUTED WITHOUT THE PRIOR WRITTEN CONSENT OF MDSI. • GC OR PURCHASING AGENT TO VERIFY QUANTITY. MDSI QUANTITIES ARE ESTIMATES ONLY & DO NOT INCLUDE ATTIC STOCK. • GC/PURCHASING AGENT/FABRICATOR TO ASSUME RESPONSIBILITY FOR ALL SITE REQUIREMENTS, APPROPRIATE TECHNIQUES, AND SITE SPECIFIC DELIVERY/INSTALLATION REQUIREMENTS. • IF THERE IS A DISCREPANCY BETWEEN A DRAWING & THE ASSOCIATED SPECIFICATIONS, PLEASE CONTACT MDSI FOR CLARIFICATION PRIOR TO INSTALLATION. • IMAGE IS FOR DESIGN INTENT ONLY • OWNER ACKNOWLEDGES AND AGREES THAT DESIGN INTENT DWG & SHOP DRAWINGS FOR MDSI'S PROPRIETARY DESIGNS ARE PROTECTED & OWNED BY MDSI. • OWNER AGREES THAT IT WILL NOT ASK MDSI TO ENGAGE DIRECTLY OR INDIRECTLY IN ANY CONDUCT THAT WOULD RESULT IN THE INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. "IP RIGHTS" • PRIOR TO INSTALLATION, CONTRACTOR MUST PROVIDE APPROPRIATE PRIMERS, UNDERCOATS, BLOCK FILLERS, AND FINISH COAT MATERIALS THAT ARE COMPATIBLE WITH THE SUBSTRATE AND EACH OTHER. • SHIPPING, CRATING, HANDLING, AND ENVIRONMENTAL CONTROLS SHALL BE THE RESPONSIBILITY OF AND COORDINATED BY THE GC AND/OR PURCHASING AGENT.

Sidemark: Source / Four Seasons Maui Lokelani Suite_25-FSMLP / 25-FSMLP-077 / LS-203B

LS-206A

Lumbar Pillow @ Lounge Chair

1 EA @ \$41.50

\$41.50Manufacturer:
Product Name:TO BID
Lumbar Pillow @ Lounge Chair

Additional Details:

AREAS: FFE - Lokelani Presidential Suite (LS)
MODEL NUMBER: Custom
MODEL NAME: Rectangular Throw Pillow
SIZE: 20" W x 14" H
FILL: Spun cluster fiber fill. Pillows to be filled 90% for
Toppy look. MFR to recommend.
COLOR/FINISH: Permanent color on casing. Stain resistant finish.
EDGE DETAIL: Knife edge corners
COM/COL: LS-206B
CLOSURE TYPE: Concealed non-rust zipper
OFCI OFOI CFCI CFOI Arch FFE
LS-206B, FABRICNOTES

- MANUFACTURER TO DEVELOP CUSTOM ACCENT PILLOW IN COLLABORATION WITH MDSI.
- ALL PILLOWS AND CUSHIONS TO BE FULLY REVERSIBLE.
- FINISHES ARE TO BE SUITABLE FOR COMMERCIAL APPLICATION AND SALT AIR ENVIRONMENT.
- ALL FINISH APPLICATIONS SHALL NOT ALTER COLOR OR TEXTURE OF SPECIFIED FABRIC OR LEATHER.
- PURCHASING AGENT TO CONFIRM FIRE RATING IS APPROPRIATE FOR LOCAL CODES AND APPLICATION.
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Sidemark:

Source / Four Seasons Maui Lokelani Suite_25-FSMLP / 25-FSMLP-077 / LS-206A

LS-212A

Lumbar Pillow @ Activity Chair

3 EA @ \$41.50

\$124.50Manufacturer:
Product Name:TO BID
Lumbar Pillow @ Activity Chair

Additional Details:

AREAS: FFE - Lokelani Presidential Suite (LS)
MODEL NUMBER: Custom
MODEL NAME: Rectangular Throw Pillow
SIZE: 20" W x 14" H
FILL: Spun cluster fiber fill. Pillows to be filled 90% for
Tippy look. MFR to recommend.
COLOR/FINISH: Permanent color on casing. Stain resistant finish.
EDGE DETAIL: Knife edge corners
COM/COL: LS-212B
CLOSURE TYPE: Concealed non-rust metal zipper
OFFICIAL COMMENTS

- MANUFACTURER TO DEVELOP CUSTOM ACCENT PILLOW IN COLLABORATION WITH MDSI.
- ALL PILLOWS AND CUSHIONS TO BE FULLY REVERSIBLE.
- FINISHES ARE TO BE SUITABLE FOR COMMERCIAL APPLICATION AND SALT AIR ENVIRONMENT.
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Sidemark:

Source / Four Seasons Maui Lokelani Suite_25-FSMLP / 25-FSMLP-077 / LS-212A

General Product Requirements

ELECTRICAL & LIGHTING

- All lighting fixtures must be UL/ETL certified and meet local electrical code requirements for the installation jurisdiction.
- LED components must have a minimum L70 rating of 50,000 hours.
- Drivers and ballasts must be compatible with specified dimming controls.
- Provide photometric data and mounting instructions.
- Warranty: minimum 5-year manufacturer warranty on electrical components.
- Exact lamping (bulbs) to be determined by fixture manufacturer with input and final approval by the lighting design consultant.
- Lamps (bulbs) may be provided by others as per lighting specification – please confirm with Source. Installed lamps must not exceed maximum recommended wattage on UL label.
- Where applicable, fixtures to be hardwired. All fixtures must be properly weighted and dimensionally stable. All parts (including sockets) must be plumb, level, and square, unless design requires otherwise.
- Manufacturer to confirm weight of fixture and provide instructions and appropriate hardware to affix fixture. Manufacturer to provide installer with total weight of wall-mounted and ceiling-mounted lamps. Contractor must provide any additional blocking that may be required to ensure proper anchoring for mounting.
- Manufacturer to provide easy access to change or service fixture lamping.

CASEGOODS

- All wood materials must be kiln-dried to a moisture content of 6–8%, adjusted for the property's climate.
- All joints must be dowelled, glued, and screwed; no staples permitted.
- Substrate and veneers must comply with CARB Phase II or equivalent emissions standards.
- Finishes must be impervious to moisture, heat, alcohol, and cleaning agents (per hospitality specification).
- Provide corner guards and anti-tip mechanisms as required.
- Should items require installation in coordination with specific dye lots, Source must be notified in advance and installation instructions provided.
- Any power associated with a case piece must be coordinated in advance to ensure proper location and ensure that the back panel of a piece is recessed to allow adequate space for electrical plugs.
- Where applicable, manufacturer to provide discreet utility cutouts and/or grommets for wire management and ventilation. All electronic equipment to be appropriately ventilated.
- All casegoods must be properly weighted and dimensionally stable to ensure item will not tip over. All casegoods and parts must be plumb, level, and square.
- Any lighting fixtures or COM that is to be coordinated with a case piece must be fully vetted by manufacturer to ensure proper fit to meet the design intent.
- All natural stone to be sealed to prevent against staining and etching.

UPHOLSTERY

- All fabric, foam, and fill must comply with NFPA 260/261 and CAL TB117-2013 fire codes or local code equivalents.
- Frames must be constructed of kiln-dried hardwood.
- Minimum double rubs of 50,000 (Wyzenbeek or Martindale) for commercial use.
- All components must be free of PFAS and formaldehyde where applicable.
- Provide access to flammability certificates and sample swatches.
- Fabric must be checked prior to cutting for any defects. Vendor must notify Source of any defects.
- Ship fabric overage with finished product.
- Manufacturer must verify all COM / COL / COT quantities prior to purchasing and fabrication.
- Frames must be properly padded to prevent premature fabric wear.
- All springs must be heavy-duty steel no-sag sinuous springs.
- Where applicable, all patterns must be centered, matched, and balanced, unless otherwise noted. Manufacturer must confirm stripe and pattern orientation with designer prior to fabrication.

MILLWORK & BUILT-INS

- All built-in components must conform to AWI Quality Standards – Premium Grade.
- Use moisture-resistant MDF or marine plywood in wet areas.
- Submit shop drawings and material samples for approval prior to fabrication.
- Comply with local seismic anchorage codes, if applicable.
- Use VOC-compliant adhesives and finishes.

WALLCOVERINGS & FABRICS

- All wallcoverings must comply with ASTM E84 Class A fire ratings.
- Fabrics must meet local flame-resistance codes and fade-resistance specifications for sun exposure.
- No PVC materials unless approved and must be phthalate-free.
- Adhesives must be low-VOC and compatible with specified wall substrates.
- Must be first-quality goods from full-roll bolts, free of defects, no seconds. All dyes must be colorfast. Fabrics to be shipped on roll; do not fold.
- Prior to purchasing and cutting, manufacturer must advise if backing is required for intended use.
- Any and all product shipped in excess of the allowable overage or shipped separately from the original shipment will be without charge to buyer. Buyer will not be responsible for payment of overage above allowable tolerances or the return of product shipped in excess of allowable tolerances.

ARTWORK & ACCESSORIES

- Must be fabricated with anti-theft/security hardware for public areas.
- Framing must be moisture-sealed for high-humidity environments.
- Materials must comply with fire-rating requirements for the jurisdiction.
- Provide mounting templates and installation instructions.
- All glass to be low-iron and tempered to comply with standard safety codes. All glass to be free from defects and visual marks.
- All printed images must meet minimum resolution standards (300 DPI at final size) with no visible pixelation, blurring, or color distortion.
- Manufacturer represents and warrants that it owns or has licensed all intellectual property rights necessary to produce and sell the artwork.
- Manufacturer shall indemnify and hold Source and its clients harmless from any IP infringement claims.

WINDOW TREATMENTS

- All deliverables must meet the approved design specifications, performance standards, and fire safety regulations.
- Design compliance: all products must match approved shop drawings, fabric samples, and finish swatches signed off by designer, Source, or the project's authorized representative.
- Materials: only materials meeting the designer's and project location's quality, durability, and flame-resistance requirements (e.g., NFPA 701, CAL TB 117, or other applicable codes) will be accepted.
- Mock-ups: vendor shall provide full-size mock-ups of treatments and hardware for approval prior to bulk production.
- Color variance: no dye lot or material changes are allowed without prior written approval.
- All window coverings must comply with applicable ANSI/WCMA standards for cord safety, child safety, and operation.
- Vendor is responsible for compliance with all fire-retardancy requirements for hospitality use and shall provide valid certification documents.
- All products must be free of hazardous substances in compliance with relevant environmental regulations.
- Accurate measurements are the vendor's responsibility. Site verification must occur before fabrication.
- Vendor must coordinate with GC and other trades via Source to ensure proper fit and avoid conflicts with other installation schedules (HVAC diffusers, sprinklers, lighting, etc.).
- Packaging: all items must be securely packaged and labeled by item code and room number/name to prevent damage during transit and storage. Shipping alerts must precede any deliveries to property. Onsite contact must be verified with Source prior to any shipping.
- Installation: vendor is responsible for correct and complete installation, ensuring smooth and safe operation of all window treatments.
- Protection: installed products must be protected from damage until project handover.
- Minimum 2-year warranty on workmanship and materials, starting from project handover.
- Warranty covers operational issues, hardware failure, fabric defects, and premature wear under normal hospitality use.
- Source reserves the right to withhold payment for nonconforming goods or incomplete installation.
- No substitutions in materials, hardware, or finishes without prior written approval.

OS&E

- All fabrics (linens, towels) must meet industrial laundering standards (minimum 100 wash cycles).
- Tabletop and kitchen equipment must be NSF and FDA compliant.
- Cookware and small appliances must be UL/CSA listed.
- Disposable goods must be BPA-free and recyclable where required.

PLUMBING FIXTURES & ACCESSORIES

- Fixtures must meet EPA WaterSense guidelines for water efficiency.
- Comply with ADA requirements where applicable.
- Valves and connections must meet local plumbing code and be lead-free (NSF 372).
- Anti-scald and backflow prevention features must be integrated as required.

TECHNOLOGY & ELECTRONICS

- All electronics must be FCC-certified and energy-efficient (ENERGY STAR) rated.
- Guestroom TVs must be commercial-grade with hospitality software support.
- Include installation guides, remote configuration options, and service contact information.
- Ensure compatibility with hotel PMS and entertainment platforms.

CARPETS & RUGS

- All carpet and rug materials must meet or exceed ASTM E648 (NFPA 253) Class I fire ratings for hospitality and public areas.
- All broadloom carpet must comply with CRI Green Label Plus for indoor air quality.
- Specify face weight, fiber type, pile height, and backing material in submittals.
- Backing must be moisture-resistant and appropriate for the installation substrate.
- All carpet seams must be thermally bonded and comply with manufacturer's recommended seam adhesives.
- Carpet tile installations must use low-VOC adhesives and be compatible with the subfloor leveling compound.
- Rugs must include non-slip backings or be paired with specified rug pads suitable for commercial foot traffic.
- Submit flame test certifications, installation guide, and cleaning/maintenance instructions.
- Materials must be rated for commercial hospitality traffic (minimum TARR rating of 3.0 or higher).
- For guest rooms and corridors, pattern alignment and directionality must be approved during mock-up installation.
- Warranty: minimum 10-year limited wear warranty, 10-year stain resistance, and delamination coverage.
- Manufacturer warrants that the design, pattern, and imagery used in the carpet/rug are original or properly licensed, and do not infringe upon any third party's intellectual property rights.
- Manufacturer shall indemnify and hold buyer harmless from any claims, damages, or costs arising from infringement or unauthorized use of another party's design.

GENERAL DISCLAIMERS

- All items must be free of visible defects, damage, or operational issues.
- Manufacturer warranty must be transferred to owner at the time of substantial completion.
- Substitutions are not permitted without written approval.
- All shipments must be clearly labeled and include packing slips and item numbers.
- Delays in delivery may result in liquidated damages per contract terms.
- All items must be of contract quality and suitable for commercial and hospitality use.
- All materials used in the manufacturing process related to the construction, finish, or treatment of this item must be suitable for project installation climate (including, but not limited to, impervious to damage from exposure to extreme temperature or extreme humidity, not liable to rusting, corrosion, abrasion, mildew, rot, delaminating, cracking, warping, or splitting, as applicable).
- Manufacturer to confirm all manufactured pieces fit through all doorways and elevator openings.
- All substitutions must be submitted for written approval prior to purchasing and manufacturing. If substitution is executed without written approval, no responsibility or liability for the new selection will be assumed by Source or its clients.
- If 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.

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.

- a. Vendor warrants that, all Goods will:

- i. be free from any defects in workmanship, material and design;
 - ii. conform to the Agreement including all applicable specifications, drawings, designs, samples and other requirements;
 - iii. be fit for their intended purpose and operate as intended;
 - iv. be merchantable;
 - v. be free and clear of all liens, security interests or other encumbrances;
 - vi. comply with all applicable laws, rules, regulations, certifications, codes and other governmental requirements; and
 - vii. not infringe or misappropriate any rights of any third party, including, without limitation any patent or other intellectual property rights.
- b. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods.
- c. 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.
- d. 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.
- e. 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.**
- a. 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).
 - b. 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.
 - c. 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.
 - d. 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 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.
 - e. 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.
 - f. 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.

LS-203B

Lumbar Pillow @ Lounge Chair

FOUR SEASONS - MAUI - PA, MUR AND
PRES. SUITES
3900 WAILEA ALANUI DRIVE, KIHAI, HI, USA ,
96753

Issued: 5/9/2025
Revised:

AREAS: FFE - Lokelani Presidential Suite (LS)
MODEL NUMBER: Custom
MODEL NAME: Rectangular Throw Pillow
SIZE: 20" W x 16" H
FILL: Spun cluster fiber fill. Pillows to be filled 90% for floppy look. MFR to recommend.
COLOR/FINISH: Permanent cotton casing. Stain resistant finish.
EDGE DETAIL: Knife edge corners
COM/COL: LS-203C
CLOSURE TYPE: Concealed non-rusting zipper

OFCI OFOI CFCI CFOI Arch FFE
☐ ☒ ☐ ☐ ☐ ☒

LS-203C, FABRIC



Image For Reference Only

NOTES

- MANUFACTURER TO DEVELOP CUSTOM ACCENT PILLOW IN COLLABORATION WITH MDSI.
- ALL PILLOWS AND CUSHIONS TO BE FULLY REVERSIBLE.
- FINISHES ARE TO BE SUITABLE FOR COMMERCIAL APPLICATION AND SALT AIR ENVIRONMENT.
- ALL FINISH APPLICATIONS SHALL NOT ALTER COLOR OR TEXTURE OF SPECIFIED FABRIC OR LEATHER.
- PURCHASING AGENT TO CONFIRM FIRE RATING IS APPROPRIATE FOR LOCAL CODES AND APPLICATION.
- MFR. TO SIDEMARK PACKAGED CONTAINER WITH PROPERTY, ITEM NAME AND NUMBER.

VENDOR

VENDOR CONTACT

TO BID

MANUFACTURER

MANUFACTURER CONTACT

TO BID

REQUIRED ITEMS FOR DESIGNER APPROVAL PRIOR TO FABRICATION

☐ CFA ☐ CUT SHEET ☐ FLAME CERT ☒ PROTOTYPE ☐ SHOP DWGS

ADDITIONAL NOTES

- Cushions will have non-rusting concealed zipper closures.
- Indoor throw pillow fill must have a minimum standard of 100% loose synthetic fiberfill and is to be provided in a permanent cotton fabric casing and a removable outer cover with a concealed rust proof zipper.

INSTRUCTIONS:

- ALL CUSTOM GOODS MUST BE REVIEWED AND MUST OBTAIN WRITTEN APPROVAL BY DESIGNER PRIOR TO PURCHASING, MANUFACTURING, AND INSTALLATION OF TOTAL QUANTITY.
- ALL ITEMS MUST BE OF CONTRACT QUALITY AND SUITABLE FOR COMMERCIAL USE.
- CUSTOM DESIGNS ARE NOT TO BE DUPLICATED FOR ANY PROJECT OUTSIDE THE CURRENT PROJECT AND WITHOUT THE PRIOR WRITTEN APPROVAL OF MDSI.
- DEVELOPMENT & FINAL PHOTOGRAPHY OF CUSTOM ITEMS ARE NOT TO BE PUBLICLY DISTRIBUTED WITHOUT THE PRIOR WRITTEN CONSENT OF MDSI.
- GC OR PURCHASING AGENT TO VERIFY QUANTITY. MDSI QUANTITIES ARE ESTIMATES ONLY & DO NOT INCLUDE ATTIC STOCK.
- GC/PURCHASING AGENT/FABRICATOR TO ASSUME RESPONSIBILITY FOR ALL SITE REQUIREMENTS, APPROPRIATE TECHNIQUES, AND SITE SPECIFIC DELIVERY/INSTALLATION REQUIREMENTS.
- IF THERE IS A DISCREPANCY BETWEEN A DRAWING & THE ASSOCIATED SPECIFICATIONS, PLEASE CONTACT MDSI FOR CLARIFICATION PRIOR TO INSTALLATION.
- IMAGE IS FOR DESIGN INTENT ONLY

- OWNER ACKNOWLEDGES AND AGREES THAT DESIGN INTENT DWG & SHOP DRAWINGS FOR MDSI'S PROPRIETARY DESIGNS ARE PROTECTED & OWNED BY MDSI.
- OWNER AGREES THAT IT WILL NOT ASK MDSI TO ENGAGE DIRECTLY OR INDIRECTLY IN ANY CONDUCT THAT WOULD RESULT IN THE INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. "IP RIGHTS"
- PRIOR TO INSTALLATION, CONTRACTOR MUST PROVIDE APPROPRIATE PRIMERS, UNDERCOATS, BLOCK FILLERS, AND FINISH COAT MATERIALS THAT ARE COMPATIBLE WITH THE SUBSTRATE AND EACH OTHER.
- SHIPPING, CRATING, HANDLING, AND ENVIRONMENTAL CONTROLS SHALL BE THE RESPONSIBILITY OF AND COORDINATED BY THE GC AND/OR PURCHASING AGENT.

LS-206A

Lumbar Pillow @ Lounge Chair

FOUR SEASONS - MAUI - PA, MUR AND
PRES. SUITES
3900 WAILEA ALANUI DRIVE, KIHAI, HI, USA ,
96753

Issued: 5/9/2025
Revised:

AREAS: FFE - Lokelani Presidential Suite (LS)
MODEL NUMBER: Custom
MODEL NAME: Rectangular Throw Pillow
SIZE: 20" W x 14" H
FILL: Spun cluster fiber fill. Pillows to be filled 90% for floppy look. MFR to recommend.
COLOR/FINISH: Permanent cotton casing. Stain resistant finish.
EDGE DETAIL: Knife edge corners
COM/COL: LS-206B
CLOSURE TYPE: Concealed non-rusting zipper

OFCI OFOI CFCI CFOI Arch FFE

LS-206B, FABRIC

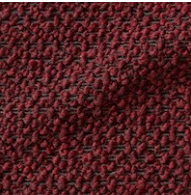


Image For Reference Only

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- ALL PILLOWS AND CUSHIONS TO BE FULLY REVERSIBLE.
- FINISHES ARE TO BE SUITABLE FOR COMMERCIAL APPLICATION AND SALT AIR ENVIRONMENT.
- ALL FINISH APPLICATIONS SHALL NOT ALTER COLOR OR TEXTURE OF SPECIFIED FABRIC OR LEATHER.
- PURCHASING AGENT TO CONFIRM FIRE RATING IS APPROPRIATE FOR LOCAL CODES AND APPLICATION.
- MFR. TO SIDEMARK PACKAGED CONTAINER WITH PROPERTY, ITEM NAME AND NUMBER.

VENDOR

VENDOR CONTACT

TO BID

MANUFACTURER

MANUFACTURER CONTACT

TO BID

REQUIRED ITEMS FOR DESIGNER APPROVAL PRIOR TO FABRICATION

☐ CFA ☐ CUT SHEET ☐ FLAME CERT ☒ PROTOTYPE ☐ SHOP DWGS

ADDITIONAL NOTES

- Cushions will have non-rusting concealed zipper closures.
- Indoor throw pillow fill must have a minimum standard of 100% loose synthetic fiberfill and is to be provided in a permanent cotton fabric casing and a removable outer cover with a concealed rust proof zipper.

INSTRUCTIONS:

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- SHIPPING, CRATING, HANDLING, AND ENVIRONMENTAL CONTROLS SHALL BE THE RESPONSIBILITY OF AND COORDINATED BY THE GC AND/OR PURCHASING AGENT.

LS-212A

Lumbar Pillow @ Activity Chair

FOUR SEASONS - MAUI - PA, MUR AND
PRES. SUITES
3900 WAILEA ALANUI DRIVE, KIHAI, HI, USA ,
96753

Issued: 5/9/2025
Revised:

AREAS: FFE - Lokelani Presidential Suite (LS)
MODEL NUMBER: Custom
MODEL NAME: Rectangular Throw Pillow
SIZE: 20" W x 14" H
FILL: Spun cluster fiber fill. Pillows to be filled 90% for floppy look. MFR to recommend.
COLOR/FINISH: Permanent cotton casing. Stain resistant finish.
EDGE DETAIL: Knife edge corners
COM/COL: LS-212B
CLOSURE TYPE: Concealed non-rusting zipper

OFCI OFOI CFCI CFOI Arch FFE
☐ ☒ ☐ ☐ ☐ ☒



Image For Reference Only

NOTES

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VENDOR

VENDOR CONTACT

TO BID

MANUFACTURER

MANUFACTURER CONTACT

TO BID

REQUIRED ITEMS FOR DESIGNER APPROVAL PRIOR TO FABRICATION

☐ CFA ☐ CUT SHEET ☐ FLAME CERT ☒ PROTOTYPE ☐ SHOP DWGS

ADDITIONAL NOTES

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- Indoor throw pillow fill must have a minimum standard of 100% loose synthetic fiberfill and is to be provided in a permanent cotton fabric casing and a removable outer cover with a concealed rust proof zipper.

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