

**PURCHASE ORDER AS AGENT ONLY**

Category

*Job No.

*Purchase Order No.

01M**25774****257740012**

*Job & PO No. must appear on all Correspondence Invoices & Packages

V **Read Window Products, Inc**
 E 10350 Yellow Pine Lane
 N Knoxville, TN 37932
 D USA
 O **ATTN: Mike Long**
 R **T: 800-471-1493 F: 865-675-5572**

B **BZN Hotel 2 LLC**
 I **C/O HPG International**
 L 350 N. Wiget Lane, Suite 210
 L Walnut Creek, CA 94598
 T USA
 O **ATTN: Cole Rothrock**
T: 470.719.2905 F: 925.949.5708
E: cole.rothrock@hpgimail.com

S **TBD**
 H **DO NOT SHIP THIS ORDER UNLESS**
 I **ADVISED WHERE TO SHIP**
 P
 T **ATTN: Do Not Ship Unless Advised**
 O **T: F:**

Date of Order:	08-26-25	
Ship Via:	Ground Freight	Freight: Pre-Pay and Add
Terms:	50% Dep/Net30	Delivery Date: 11-12-25

NOTE: All Instructions Must Be Followed or Merchandise Will Not Be Accepted:

- 1.This order must be acknowledged by executing and returning the signed purchase order within 14 days of receipt. Definite shipping date must be stated with acknowledgment.
- 2.Do not fill order at higher price than stated on purchase order.
- 3.All deliveries must be accompanied by packing slip. Packing slip to be attached to outside of carton or carton containing packing slip to be clearly marked on the outside.
- 4.Show quantity, description, and this purchase order number on all packages.
- 5.This order subject to vendor's compliance applicable sales tax law, and such prices are in addition to purchase prices.
- 6.All shipping charges are to be prepaid by vendor and added to invoice unless otherwise indicated.
- 7.To insure prompt payment, mail invoice showing purchase order number with bill of lading to Client (As specified in "bill to" address above) immediately after shipment is made.
- 8.This order is subject to all terms and conditions hereon and on the reverse hereof.

-- Qty --	Item	Description	Area	Unit Cost	Extended
1	MR-WT-01	Window Treatment Fabrication	Model King	595.00	595.00
EA	Side Mark: 01M Model Room HPG ITEM NO: MR-WT-01 Window Treatment Fabrication PO NO: 257740012				

Description: Window Treatment
 Draw Direction: Center/Up
 Opening Qty: 1
 Overall Width: 7'-11"
 Ceiling Height: 9'-0"
 Mounting Method: Ceiling + Inside Window Frame
 Mounting Hardware: Ceiling drapery rode + roller
 Top Treatment Style: Drapery rod and white metal fascia
 Panel Style: Blackout pinch pleat
 Panel Fullness: 200%
 Sheer Style: Roller
 Sheer Fullness: 100%
 Baton Style/Color: Clear
 Motorized for ADA: No
 Required: CFA, Shop DWGS

CFAs, Shop Drawings and Finishes for approval should be sent to the design team address below prior to shipment/production:'

Amber Slaughter
 amber@studioa28.com
 1431 Graham Drive, Suite 213,
 Tomball, TX 77375

INSTRUCTIONS:

- ALL ITEMS MUST BE OF CONTRACT QUALITY AND SUITABLE FOR COMMERCIAL USE.
- MANUFACTURER TO PROVIDE FINISHES OF EQUIVALENT VALUE TO THE ITEMS LISTED ABOVE AND SUBMIT PHYSICAL SAMPLES TO DESIGNER FOR APPROVAL.

FINISHES MUST BE OF HIGH QUALITY AND NOT SHOW FINGERPRINTS.

- NOTIFY DESIGNER OF ANY SUBSTITUTIONS AND/OR CHANGES TO SPECIFICATION, MANUFACTURER, ETC. ALL SUBSTITUTIONS AND/OR CHANGES MUST BE APPROVED BY DESIGNER IN WRITING PRIOR TO PURCHASE.
- PURCHASING AGENT IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES, YARDAGES AND SQUARE FOOTAGE. QUANTITIES, DIMENSIONS, YARDAGES AND SQUARE FOOTAGE REFERENCED BY DESIGNER'S SPECIFICATIONS ARE GENERAL ESTIMATES ONLY.
- PURCHASING AGENT MUST PROVIDE OWNER WITH MANUAL, CERTIFICATES OF COMPLIANCE, INSTALLATION GUIDELINES AND MAINTENANCE INSTRUCTIONS IN ADDITION TO WARRANTIES IF APPLICABLE.
- SHIPPING, CRATING, HANDLING, AND ENVIRONMENTAL CONTROLS SHALL BE THE RESPONSIBILITY OF AND COORDINATED BY THE MANUFACTURER/FABRICATOR AND

1	MR-WT-FA-01a	Sheer Roller Shade Fabric	Model King	301.00	301.00
LOT					

Side Mark: **01M Model Room**
HPG ITEM NO: MR-WT-FA-01a
Sheer Roller Shade Fabric
PO NO: 257740012

Pattern:	Mackintosh
Color:	River Rock
Pattern Repeat:	None
Content:	64% Vinyl, 36% Fiberglass
Width:	98"
Flammability:	NFPA 701, CA TITLE 19, CAN/ULC-s 109-03, ASTM G21
Finish:	None
Fabric End Use:	Roller Shade
Backing:	None
Abrasion:	N/A
Fabric Direction:	Best Yield
Required:	CFA

CFAs, Shop Drawings and Finishes for approval should be sent to the design team address below prior to shipment/production:'

Amber Slaughter
 amber@studioa28.com
 1431 Graham Drive, Suite 213,
 Tomball, TX 77375

INSTRUCTIONS:

- ALL ITEMS MUST BE OF CONTRACT QUALITY AND SUITABLE FOR COMMERCIAL USE.
- MANUFACTURER TO PROVIDE FINISHES OF EQUIVALENT VALUE TO THE ITEMS LISTED ABOVE AND SUBMIT PHYSICAL SAMPLES TO DESIGNER FOR APPROVAL. FINISHES MUST BE OF HIGH QUALITY AND NOT SHOW FINGERPRINTS.
- NOTIFY DESIGNER OF ANY SUBSTITUTIONS AND/OR CHANGES TO SPECIFICATION, MANUFACTURER, ETC. ALL SUBSTITUTIONS AND/OR CHANGES MUST BE APPROVED BY DESIGNER IN WRITING PRIOR TO PURCHASE.
- PURCHASING AGENT IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES, YARDAGES AND SQUARE FOOTAGE. QUANTITIES, DIMENSIONS, YARDAGES AND SQUARE FOOTAGE REFERENCED BY DESIGNER'S SPECIFICATIONS ARE GENERAL ESTIMATES ONLY.
- PURCHASING AGENT MUST PROVIDE OWNER WITH MANUAL, CERTIFICATES OF COMPLIANCE, INSTALLATION GUIDELINES AND MAINTENANCE INSTRUCTIONS IN ADDITION TO WARRANTIES IF APPLICABLE.
- SHIPPING, CRATING, HANDLING, AND ENVIRONMENTAL CONTROLS SHALL BE THE RESPONSIBILITY OF AND COORDINATED BY THE MANUFACTURER/FABRICATOR AND

PO Notes: G01 All conditions in the following notes will be observed. All information contained herein pertaining to specifications, payment terms, and transportation arrangements must be passed on to suppliers and/or subcontractors under the terms of this contract.

G02 Under no circumstances is vendor allowed to ship freight collect.

G03 All items must be contract quality and be suitable for contract use.

G04 All items on this purchase order are to be guaranteed free from manufacturing and material defects for at least one year.

G05 Manufacturer must adhere to approved design specifications.

G06 Please be advised that this is a resort property susceptible to tropical weather conditions. Ensure that your products, as specified or alternates, will comply with the conditions.

G07 This order must be acknowledged and returned with signature to the author of this Purchase Order either via email (email address located in the Bill To section of this PO) or via facsimile to (925)949-5710 within 14 days from receipt.

G08 This order is contingent to strike-off / sample approval by designer.

G09 This order must be acknowledged by fax to (925) 949-5710 within 2 days from receipt.

G10 This Purchase Order must be acknowledged and returned with signature to the author of this PO within 14 days from receipt. Contact details of the author is located on page 1 under the Bill To Entity.

G15 Vendor must submit an invoice requesting the necessary deposit or proforma payment, per the terms noted on the purchase order, prior to being paid. Vendor will not be paid unless an invoice is submitted in a timely fashion prior to shipping. Invoice must be on vendor letterhead to be considered authentic and sent via email (email address located in the Bill To section of this PO).

MENA1 This order must be acknowledged and returned with signature to the author of this Purchase Order via email (email address located in the Bill To section of this PO) within 14 days from receipt. Vendor must submit an invoice requesting the necessary deposit or proforma payment, per the terms noted on the purchase order, before payment. Vendor will not be paid unless an invoice is submitted in a timely fashion prior to shipping. Invoice must be on vendor letterhead to be considered authentic and emailed to the author of this PO.

S01 A packing slip must accompany all shipments and be visible to receiving personnel. Missing packing slips may result in refused items.

S03 All cartons/items in this order must be side-marked with the appropriate item numbers and descriptions as indicated above.

S04 Please expedite order processing -- order is needed as soon as possible.

S06 Product may be shipped prior to delivery date noted at top of purchase order.

EXHIBIT A

TERMS AND CONDITIONS

In addition to the terms and conditions specified in Purchase Order Number 257740012, (the "Purchase Order") including but not limited to any special conditions as set forth in the 'Description of Items' and any drawings or specifications referred to on the face thereof, Agent, Client and Vendor, as they are designated in the Purchase Order, shall be subject to and governed by the following terms and conditions. (The terms, conditions, descriptions and specifications in the Purchase Order and in this Exhibit A are hereinafter collectively, referred to as the "Contract");

1. Vendor acknowledges that the personal property covered by the Contract (the 'Subject Property') has been ordered by the Agent to fulfill its contractual obligations as agent for Client and that the Subject Property is ordered solely for the account of Client and not for the account of Agent.

2. Time is of the essence, in the Contract. If, in the sole and exclusive judgement of Agent and/or the Client, the Vendor has failed or will fail or if the Vendor has refused or will refuse to expeditiously proceed with delivery and installation pursuant to the terms of the Contract, then Agent may terminate the whole or any part of the Contract provided Agent gives Vendor two days prior written notice of such termination, and purchase elsewhere and hold Vendor accountable for any and all damages sustained by Client as a result of such termination.

3. Vendor shall maintain adequate books and records so as to segregate and physically identify the Subject Property, including all components thereof. Further, upon total or partial payment by Client to Vendor for the Subject Property, title to all the Subject Property or any portion thereof shall vest in Client and Client shall have the right to immediate possession thereof. Vendor warrants and represents that when Client takes title to the Subject Property under the terms and conditions of the Contract, title will be free and clear of all liens and encumbrances. Vendor further agrees to execute any and all documents which Client deems necessary to effect said transfer of title.

4. Until such time as the Subject Property or any part thereof has been (i) delivered or installed by Vendor and (ii) accepted by Client, Vendor hereby assumes the entire risk of loss of the Subject Property or any part thereof from any cause whatsoever. Vendor further agrees that until acceptance by Client, the loss, damage, or destruction of the Subject Property or any part thereof shall not release Vendor from its obligation to fully perform under the Contract.

5. Final inspection and acceptance by Client shall be at the location of delivery and or installation or such other place as designated by Client or Agent. The Subject Property or any part thereof not conforming to specifications, terms and conditions of the Contract shall be returned at Vendor's sole cost and expense, including but not limited to all transportation and handling costs.

6. During the term of the Contract, Vendor agrees to maintain (i) open peril property damage insurance with minimum limits equal to the value of this Purchase Order and (ii) public liability insurance, including but not limited to coverage for products liability and breach of warranty both express and implied with combined single limits of one million dollars (\$1,000,000.00) per occurrence, unless otherwise specified in writing by Client or Agent. All insurance policies provided for by this paragraph shall be maintained at Vendor's sole cost and expense and shall name Client or Agent as additional insureds thereunder. Evidence of such insurance coverage shall be delivered to Agent and Client within ten days from the date of execution of the Contract. If Vendor fails to comply with the provisions of this paragraph, Client shall have the right to either obtain said insurance on behalf of Vendor at Vendor's sole cost and expense or terminate the Contract. If Client does secure said insurance, the cost thereof shall be deducted from the purchase price set forth in the Contract. Vendor does hereby agree to indemnify and hold harmless Client and Agent from and against and, at Vendor's sole cost and expense (which cost and expense shall include but shall not be limited to all attorney's fees), defend, settle and satisfy any demand, cause of action, claim or judgement of any kind whatsoever made against Client and/or Agent on account of any injury, damage or loss to any person or property of any kind whatsoever arising out of the Contract and the performance or failure to perform pursuant to the terms of the Contract of Vendor. Its agents or employees, whether said injury, damage or loss arises before, during or after the installation of the Subject Property.

7. Vendor agrees to deliver and/or install as specified by Client or Agent, the Subject Property on or before the delivery date set forth in the Contract, unless Agent or Client designates a date for delivery and/or installation by Vendor later than provided for in the Contract. All provisions herein to the contrary notwithstanding, Vendor shall have the obligation and duty to be informed, by physical inspection or otherwise, as to the progress of work at the installation location and, in the absence of specific instructions from Agent or Client, Vendor shall make delivery and installation at such time as the delivery and installation may be required for the expeditious progress of said work.

8. Final payment by Client, less any amounts required by law to be retained by Client, shall not be due and payable until all the Subject Property to be furnished by Vendor pursuant to the Contract has been fully accepted by Client.

9. Agent or its duly authorized representative has the right to examine and inspect all Vendor's books and records and such other evidence of payment to Vendor for

the purpose of verifying the utilization of deposits or accuracy of any invoices received by Client or compliance by Vendor with the terms and conditions of the Contract.

10. Vendor agrees to indemnify and hold harmless Client, Agent, their respective agents, successors, assigns, clients and users of its products from any liability, loss, damage, judgements or awards, including but not limited to all costs, expenses and attorney's fees resulting from any actions, claims or proceedings from infringement of any patent purporting to cover the Subject Property or its intended use and of any trade marks appearing with the material on delivery to Client. Vendor agrees, at its sole cost and expense, to defend Client, Agent, their respective agents, successors, assigns, clients and users in all such actions, provided that Vendor shall be given prompt notice in writing of all such actions, claims, notices of infringements and threats of suit for infringement and opportunity for Vendor to settle or defend the same through counsel of its own choice.

11. Vendor agrees not to give any gratuities or rebates of any nature or form whatsoever to Agent's employees, consultants or to any of its affiliated entities, whether the gratuity be in the form of a loan or direct gift. Vendor also agrees not to enter into any collusive agreements with any party which would adversely affect Agent or Client.

12. Vendor shall not delegate any duties nor assign any rights or claims under the Contract without the prior written consent of Client or Agent. Any such delegation or assignment shall be null, void, and of no effect whatsoever.

13. Vendor warrants that the Subject Property shall be free from defects of workmanship and material, shall comply with the requirements of the Contract and shall be fit for the purpose intended in the Contract. All warranties shall run in favor of Client, its successors and assigns.

14. Agent shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, designations, specifications, designs, and delivery schedules (postponements only). Vendor shall immediately notify Agent and Client of any increases or decreases in costs and expenses caused by such changes and an equitable adjustment in price or other terms hereof shall be agreed upon in a written amendment to the Contract.

15. In the event of any default by Vendor of any of the provisions of the Contract or misapplication of Client's funds, then Agent or Client may, in its sole discretion, terminate the Contract or any part thereof and Vendor shall be liable to Agent and Client for any and all damages resulting directly or indirectly therefrom. Waiver by Agent or Client of any breach hereof shall not constitute a waiver of any other breach whether said breach occurred prior to or subsequent to the breach which was waived.

16. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Vendor or in the event of appointment, with or without Vendor's consent, of an assignee for the benefit of creditors or a receiver, then Agent or Client without any liability on their part whatsoever, shall be entitled to cancel any part of the Contract which has not been performed.

17. Client shall at all times have title to all drawings and specifications furnished to Vendor and intended for use in connection with the Contract. Vendor shall use such drawings and specifications only in connection with the Purchase Order and shall not disclose such drawings and specifications to any person, firm or corporation, other than government inspectors or the employees or subcontractors of Agent or Client. The Vendor shall, upon the request of Agent or upon performance of all terms and conditions of the Contract, promptly return all drawings and specifications to Client.

18. Vendor agrees to pay all costs and expenses, including all attorneys' fees and court costs, incurred by Client and Agent in enforcing the terms and conditions of the Contract.

19. Vendor specifically warrant that the Subject Property covered by the Contract shall have the appropriate government approvals or testing laboratory certification and conform to local governmental codes applicable to the Subject Property where it is delivered and/or installed.

20. All rights and remedies of Agent and Client upon Vendor's breach of the terms and conditions of the Contract are cumulative and nothing contained in the Contract is intended to limit any other rights which Agent or Client may have under law or agreement.

21. All rights of the parties under the contract shall be determined in accordance with the prevailing law of the state in which the Subject Property is delivered and any suit by Vendor under the Contract must be instituted and tried in said state.

22. The Contract is intended to be the final and exclusive agreement between the parties hereto. Any prior agreements, whether written or oral, between the parties hereto relating to the subject matter of the Contract shall be of no force or effect. There shall be no modifications, alterations, amendments or deviations from the provisions of the Contract without prior written consent of Agent and Client.

vendor initials

TOTAL COST OF THIS ORDER: 896.00

Under no circumstances is seller to ship freight collect unless authorized by agent

This purchase order is prepared by HPG International (called Agent), as Agent only for the Client (as specified in 'Bill To' above) and this purchase order is solely for account thereof or hereunder, and makes no representations otherwise to Vendor.

Accepted By Vendor:

Shipping Date:

DRAFT

Company Name

Signature (Title)

Date