

Purchase Order

PO # 0301-42	Purchase order date Oct-13-25	Your contact Absolute Procurement 564 North Humboldt Street 97217 United States
Project name Moxy Atlanta	Ship / Freight via 3rd Party Pickup, RPM Expedite Brendan Wilson brendan@rpmexpedite.com	
PO Currency USD		

Supplier Read Window Weston Moore wmooore@readwindow.com	Ship To Flood Brothers, MMR ATLRECEIVING@FLOODBROTHERS.NET 786-578-3220 450 Patton Drive Atlanta, Georgia, 30336 United States of America	Bill to PBS 329, LLC C/O Absolute Procurement (Purchasing Agent for Client) 564 North Humboldt Street Portland, Oregon, 97217 United States
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#	Image	Name	Description	Unit	Quantity	Price	Total	Tax
1	—	BAR-600	Product Name: BAR DRAPERY	Lot	1	3,158.00 USD	3,158.00 USD	✓
Comp for #1		BAR-600A	Product Name: DRAPERY FABRIC Model Name: Valdez Finish/Color: Rouge Content: 85% Trevira, 15% FR Polyester Width: 55" CFA/Finish Approval: Required	Linear Yard	79.5	—	—	
Comp for #1		BAR-600B	Product Name: SHEER DRAPERY FABRIC Model Name: Vegas Finish/Color: Ruby Content: 97% Polyester, 3% Lurex Pattern Repeat: None Width: 118" CFA/Finish Approval: Required	Linear Yard	40	—	—	
2	—	BAR-601	Product Name: BAR DRAPERY	Lot	1	2,014.00 USD	2,014.00 USD	✓
Comp for #2		BAR-601A	Product Name: DRAPERY FABRIC Model Name: Valdez Finish/Color: Rouge Content: 85% Trevira, 15% FR Polyester Width: 55" CFA/Finish Approval: Required	Linear Yard	51	—	—	
Comp for #2		BAR-600B	Product Name: SHEER DRAPERY FABRIC Model Name: Vegas Finish/Color: Ruby Content: 97% Polyester, 3% Lurex Pattern Repeat: None Width: 118" CFA/Finish Approval: Required	Linear Yard	25.75	—	—	
3	—	BAR-602	Product Name: BAR DRAPERY	Lot	1	1,853.00 USD	1,853.00 USD	✓
Comp for #3		BAR-600A	Product Name: DRAPERY FABRIC Model Name: Valdez Finish/Color: Rouge Content: 85% Trevira, 15% FR Polyester Width: 55"	Linear Yard	70.75	—	—	
4	—	FIT-600	Product Name: Roller Shade Fabrication	Lot	4	261.00 USD	1,044.00 USD	✓
Comp for #4		FIT-600A	Product Name: Roller Shade Fabric Model Name: RS SCR 10% Opennes Finish/Color: Beige Pearl Content: 70% PVC 30% Polyester Width: 118" Max CFA/Finish Approval: Required	Linear Yard	60	—	—	
5	—	HOH-601	Product Name: Employee Admin Office Roller Shade Fabrication	Each	4	290.00 USD	1,160.00 USD	✓

#	Image	Name	Description	Unit	Quantity	Price	Total	Tax
Comp for #5		HOH-601A	Product Name: Roller Shade Fabric Model Name: RS SCR 10% Opennes Finish/Color: Beige Pearl Content: 70% PVC 30% Polyester Width: 118" Max CFA/Finish Approval: Required	Linear Yard	4	—	—	
6	—	Installation Fee & Installation Travel Fee	Product Name: Installation Fee & Installation Travel Fee	Each	1	4,750.00 USD	4,750.00 USD	✓
7	—	Measure Fee & Measure Travel Charge	Product Name: Measure Fee & Measure Travel Charge	Each	1	1,500.00 USD	1,500.00 USD	✓

Notes

PLEASE REFER TO THE ATTACHED DOCUMENTS:
-- PO TERMS AND CONDITIONS
-- SPECIFICATION DETAIL REPORT

Subtotal	15,479.00 USD
Total	15,479.00 USD

Documents

Item	Document	
BAR-600	MOXY_ATLANTA_SPEAKEASY_SPEC_BOOK_RGUD_05142025	Download
BAR-601	MOXY_ATLANTA_SPEAKEASY_SPEC_BOOK_RGUD_05142025	Download
BAR-602	MOXY_ATLANTA_SPEAKEASY_SPEC_BOOK_RGUD_05142025	Download
FIT-600	MOXY_ATLANTA_SPEC_BOOK_RGUD_05142025	Download

Terms and Conditions

In addition to the terms and conditions specified in the Purchase Order to which these Terms and Conditions are attached, including but not limited to any special conditions set forth in the "Description of Items" portion of the Purchase Order and any drawings or specifications referred to on the face thereof, Agent, Customer, and Vendor, as they are identified 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 these Terms and Conditions 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 as agent for Customer and that the Subject Property is ordered solely for the account of Customer and not for the account of Agent.
2. Time is of the essence in the Contract. If in the sole and exclusive judgment of Agent or the Customer, the Vendor has failed or is likely to fail, or if the Vendor has refused or is likely to refuse to expeditiously proceed with delivery and, if applicable, 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. Vendor will be responsible for any and all damages sustained by Customer as a result of such termination.
3. Vendor shall maintain adequate books and records so as to be able to segregate and physically identify the Subject Property, including all components thereof. Vendor warrants and represents that on transfer of title to the Subject Property to Customer, title will be free and clear of all liens, encumbrances and claims of any kind. Vendor agrees to execute any and all documents which Customer deems necessary or appropriate to effectuate said transfer of title.
4. Until such time as the Subject Property or any part thereof has been delivered or installed by Vendor and accepted by Customer, Vendor hereby assumes all risk of loss with respect to the Subject Property or any part thereof from any cause whatsoever and agrees to insure the Subject Property in accordance with the requirements of the Contract. Vendor further agrees that until acceptance by Customer, the loss, damage, or destruction of the Subject Property or any part thereof shall not release or excuse Vendor from its obligation to fully perform under the Contract.
5. The Contract constitutes Customer's offer, by and through Agent, to purchase from Vendor the items described in the Purchase Order and shall become a binding contract upon the Terms and Conditions of the Contract upon acceptance by Vendor by any expression of acceptance, or commencement of performance, whichever occurs first. All goods and services provided by Vendor under the Contract must be consistent with the latest drawings and specifications provided by Agent to Vendor on Customer's behalf, unless otherwise authorized in writing by Agent.

6. Final inspection and acceptance by Customer shall be at the final delivery or installation location, or at such other place designated by Customer or Agent. The Subject Property or any part thereof not conforming to the Contract and rejected by Customer or Agent shall be returned at Vendor's sole cost and expense, including but not limited to all storage, transportation and handling costs, and the cost of such Subject Property shall be credited to the account of Customer.
7. Until such time as the Subject Property or any part thereof has been delivered or installed by Vendor and accepted by Customer, Vendor agrees to maintain (i) 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 Customer or Agent, and (ii) property insurance insuring the Subject Property. Vendor shall be responsible on a replacement cost basis for all loss or damage to the Subject Property while in its possession and insure its risk in this respect with adequate all risk property insurance. All insurance policies provided for by this paragraph shall be maintained at Vendor's sole cost and expense and shall name Customer as a loss payee and Agent as an additional insured thereunder. Vendor does hereby agree to indemnify and hold harmless Customer 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, or claim or judgment of any kind whatsoever made against Customer and/or Agent on account of any injury, damage or loss to any person or property of any kind whatsoever arising out of the performance of or failure to perform by Vendor and its agents, employees and contractors, under the terms of the Contract, whether said injury, damage or loss arises before, during or after the installation of the Subject Property. Vendor and Customer acknowledge and agree that Agent has no insurable interest in the Subject Property and will not be responsible for insuring the Subject Property. Agent shall have no liability for risk of loss with respect to the transport, storage and installation of the Subject Property.
8. Vendor shall provide to Agent and Customer prior to the commencement of work under the Purchase Order, and otherwise as may be requested from time to time, certificates of insurance evidencing that the required insurance coverage is in full force and effect. At least 15 days prior to the expiration of the coverage evidenced by such certificates of insurance, Vendor shall provide to Agent and Customer updated certificates evidencing replacement or renewal of the policies providing such coverage. Upon the request of Agent or Customer from time to time, Vendor shall promptly provide certified copies of the insurance policies required by the Contract. Failure of Agent or Customer to request or follow-up on the certificates of insurance required under the Contract shall not be considered a waiver of the insurance requirements or the indemnity obligations under the Contract.
9. Vendor agrees to deliver and/or install, as specified by Customer or Agent, the Subject Property on or before the delivery/installation date set forth in the Contract, unless Agent or Customer subsequently designates in writing a later date for delivery and/or

installation by Vendor. 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 Customer, Vendor shall make delivery and installation at such time as the delivery and installation may be required for the expeditious progress of said work, without interfering with or hindering the same. No acceptance of goods or services after the scheduled delivery/installation date will constitute a waiver of Customer's rights or remedies with respect to such late delivery, nor shall it be deemed a waiver of Vendor's obligation of future compliance with the terms of the Contract.

10. Final payment by Customer, less any amounts required by law or allowed by the Contract to be retained by Customer, shall not be due and payable until all of the Subject Property to be furnished by Vendor pursuant to the Contract has been accepted by Customer or Agent.
11. Agent or its duly authorized representative has the right, from time to time, to examine and inspect Vendor's books and records and such other documentation that Agent may request to verify Vendor's utilization of deposits made by Customer, the accuracy of any invoices received by Customer, or compliance by Vendor with the terms and conditions of the Contract.
12. Vendor represents and warrants that the Subject Property will not infringe upon any patent, trademark, copyright or other intellectual property right (collectively, "Intellectual Property Rights"). Vendor agrees to indemnify, defend and hold harmless Customer, Agent, and their respective successors, assigns, customers and users of the products purchased under the Contract ("Indemnitees") from and against any and all liability, loss, claim, damages, assessment, fine, penalty, action, proceeding, judgment, or award, including but not limited to all costs, expenses, and attorney's fees, an Indemnitee may sustain by reason of any infringement, actual or alleged, of any Intellectual Property Right purported to be applicable to the Subject Property (including any written materials accompanying the Subject Material on delivery to Customer) or its intended use.
13. 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 Customer.
14. Vendor shall not delegate any duties nor assign any rights or claims under the Contract without the prior written consent of Customer and Agent, which may be given or withheld in Customer and Agent's discretion. Any such delegation or assignment without consent shall be null, void, and of no effect whatsoever.
15. Vendor represents and warrants that the Subject Property shall be free from defects of workmanship and material, shall comply with the requirements of the Contract and applicable law, and shall be fit for the purpose intended in the Contract. All such warranties are made for the benefit of Customer and shall inure to the benefit of its successors and assigns.

16. Agent shall have the right to make, from time to time and without notice to any sureties or assignees, changes to the packing, testing, designations, specifications, designs, and delivery schedules (provided that such changes to delivery schedules are postponements only). Agent shall provide notice to Vendor of such changes and Vendor shall immediately notify Agent and Customer of the effect, if any, on costs and expenses caused by such changes. In the event of an increase or decrease in costs or expenses as a result of such changes, the parties will negotiate and document in writing an equitable adjustment to price or other terms of the Contract.
17. In the event of any default or breach by Vendor under the Contract, which will include, without limitation, the misapplication of Customer's funds, Agent or Customer may, in its sole discretion, terminate the Contract or any part thereof and Vendor shall be liable to Agent and Customer for any and all damage resulting directly or indirectly therefrom. The waiver by Agent or Customer of a default under or breach of any term or provision of the Contract shall not be construed as a waiver of any subsequent breach of the same or any other term or provision. No provision or right under the Contract shall be deemed to have been waived by an act or acquiescence on the part of Agent or Customer unless duly waived in a writing signed by an authorized agent of Agent or Customer.
18. 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 Customer without any liability on their part whatsoever, shall be entitled to cancel any part of the Contract which has not been performed.
19. Customer shall at all times own or have a license to use all drawings and specifications furnished by it to Vendor and intended for use in connection with the Contract and Vendor shall have no rights with respect thereto. 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 Customer. If Vendor breaches this section of the Contract, Vendor acknowledges and agrees that Customer's property, personal rights or property rights or interests will suffer irreparable harm, and provisional process, injunctive and other equitable relief shall issue on a prima facie showing that Vendor has breached such term or provision. However, the foregoing shall not be construed as prohibiting Customer from pursuing any other remedies at law or in equity for such breach, including the recovery of damages. No posting of bond or other undertaking shall be necessary in any action by Customer to obtain injunctive and/or other equitable relief. 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 Customer. The obligations under this section shall survive indefinitely.
20. Vendor agrees to pay all costs and expenses, including all attorneys' fees and court costs, incurred by Customer and Agent in enforcing the terms and conditions of the Contract.

21. Vendor represents and warrants that on the earlier of delivery or installation, the Subject Property shall have all required government approvals or testing laboratory certifications and shall conform to federal, state, and local governmental laws, codes and regulations applicable to the Subject Property where it is delivered and/or installed.
22. All rights and remedies of Agent and Customer upon Vendor's default under or 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 Customer may at law or in equity.
23. 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.
24. 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 Customer.
25. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, AGENT SHALL HAVE NO LIABILITY WHATSOEVER TO VENDOR OR CUSTOMER FOR ANY DIRECT, INDIRECT, ACTUAL, POTENTIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM THE FAILURE OF, DEFECT IN, OR NON-CONFORMANCE OF ANY PRODUCT, OR FROM VENDOR'S FAILURE TO TIMELY DELIVER ANY PRODUCT UNDER THE CONTRACT. VENDOR AND CUSTOMER SPECIFICALLY ACKNOWLEDGE THAT AGENT MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.



MOXY ATLANTA

INSTALLATION FEE & INSTALLATION TRAVEL FEE

Supplier:	Read Window
Category Name:	500 Window Treatments
Product Name:	Installation Fee & Installation Travel Fee
Model Name:	Installation Fee & Installation Travel Fee



MOXY ATLANTA

MEASURE FEE & MEASURE TRAVEL CHARGE

Supplier:	Read Window
Category Name:	500 Window Treatments
Product Name:	Measure Fee & Measure Travel Charge
Model Name:	Measure Fee & Measure Travel Charge



MOXY ATLANTA

BAR-600

Supplier:	Read Window
Category Name:	500 Window Treatments
Product Name:	BAR DRAPERY
Details:	Type: Fully Traversing Blackout Overdrape Panels with Sheers Draw: Center MounΘng Method: Valance mounted Design AΣachments: See BAR-600.X for details and design reference
CFA/Finish Approval:	Required
Shop Drawing Approval:	Required
Site Measure:	Required
Docs:	MOXY_ATLANTA_SPEAKEASY_SPEC_BOOK_RGUD_05142025 Jul-31-25



Supplier:	Read Window
Category Name:	500 Window Treatments
Product Name:	BAR DRAPERY
Details:	Type: Fully Traversing Blackout Overdrape Panels with Sheers Draw: Center MounΘng Method: Valance mounted Design AΣachments: See BAR-601.X for details and design reference
CFA/Finish Approval:	Required
Shop Drawing Approval:	Required
Site Measure:	Required
Docs:	MOXY_ATLANTA_SPEAKEASY_SPEC_BOOK_RGUD_05142025 Jul-31-25



Supplier:	Read Window
Category Name:	500 Window Treatments
Product Name:	BAR DRAPERY
Details:	Type: Stationary Overdrape Panels Mounting Method: Ceiling Mounted Design Attachments: See BAR-602.X for details and design reference
CFA/Finish Approval:	Required
Shop Drawing Approval:	Required
Site Measure:	Required
Docs:	MOXY_ATLANTA_SPEAKEASY_SPEC_BOOK_RGUD_05142025 Jul-31-25



MOXY ATLANTA

FIT-600

Supplier:	Read Window
Category Name:	500 Window Treatments
Product Name:	Roller Shade Fabrication
Model Name:	Inside Mount Roller Shade
Dimension:	Sheers Finished Length: 1/2"AFF Shade Dimensions: VIF
Details:	See fitness plan for locations, all dimensions to be verified in field.Length of shade to align with window's vertical mullions. Manufacturer provided solar sheer: Solar Shade- Vance-Cream, 11% Openness, Manual Clutch & Chain with Fascia
CFA/Finish Approval:	Required
Shop Drawing Approval:	Required
Site Measure:	Required
Docs:	MOXY_ATLANTA_SPEC_BOOK_RGUD_05142025 Jul-31-25
Special Instructions:	Instructions: • Must be of contract quality and suitable for commercial use. • Side-mark must contain respective location and item numbers as per Designer's specification. Fabricator is responsible for confirming all fabric quantities based on specified material in consideration of specified widths, repeats and application. • Installer to verify in field each window for all required measurements and site conditions and adjust drapery accordingly prior to fabrication. • • Draperies must be delivered protected, dressed and labeled with the proper room location. All installations are to occur after all painting and finish work is completed and ambient temperature and humidity conditions are maintained at intended level. • • Install into proper blocking. • Assure proper hanging of drapery with no sagging or pulling. • Motorized hardware to be used in ADA rooms are hardwired operated with a remote control



MOXY ATLANTA

HOH-601

Supplier:	Read Window
Category Name:	500 Window Treatments
Product Name:	Employee Admin Office Roller Shade Fabrication
Model Name:	Employee Admin Office Roller Shade Fabrication
Model #:	HOH-601
Dimension:	Sheers Finished Length: 1/2"AFF, Shade Dimensions: VIF
Details:	See employee admin plan for locations, all dimensions to be verified in field. Manufacturer provided solar sheer: Solar Shade- Vance-Cream, 11% Openness, Manual Clutch & Chain with Fascia
CFA/Finish Approval:	Required
Shop Drawing Approval:	Required
Special Instructions:	Instructions: • Must be of contract quality and suitable for commercial use. • Side-mark must contain respective location and item numbers as per Designer's specification. Fabricator is responsible for confirming all fabric quantities based on specified material in consideration of specified widths, repeats and application. • Installer to verify in field each window for all required measurements and site conditions and adjust drapery accordingly prior to fabrication. • • Draperies must be delivered protected, dressed and labeled with the proper room location. All installations are to occur after all painting and finish work is completed and ambient temperature and humidity conditions are maintained at intended level. • • Install into proper blocking. • Assure proper hanging of drapery with no sagging or pulling. • Motorized hardware to be used in ADA rooms are hardwired operated with a remote control