



R-W Purchasing Partners  
5600 S. Quebec St., Suite C270  
Greenwood Village, CO 80111 U.S.A.  
Phone: 303-689-0800  
Fax: 303-689-0700

**PURCHASE ORDER AS  
PURCHASING CONSULTANT ONLY**

**CHANGE**

PO #: HGVNY - 004  
Change Order #: 01  
Proj Code: HGVNY  
CO Date: 11/4/2025

Page 1 of 9

Hilton Grand Vacations Central at 5th - Window Treatments @ Model Cat: 001 - Model Room

	Payment Terms	Onsite Date	Reference #	FOB
	50% Dep, Net 30	2/20/2026		Deliver on Manufacturing Truck
V E N D O R	Read Window Products, Inc. 5900 Weisbrook Lane Knoxville, TN 37909 U.S.A.  Main Phone: 865-675-2267 Business Email:		S H I P  T O	S H I P  T O
	Vendor Contact: David Wells Phone: 336-210-4663 Contact Email: dawells@culp.com Contact Cell Phone:		B I L L  T O	B I L L  T O
			Hilton Grand Vacations Management, LLC on behalf c/o R-W Purchasing Partners 5600 S. Quebec St., Suite C270 Greenwood Village, CO 80111 U.S.A. Phone: 303-689-0800 / Fax: 303-689-0700	

Revised PO Total: \$ 10,541.01

**Notes:**

CO-Qty	UOM	Description	CO-Unit Cost	CO-Total
2	EA	<p>wall switch added to description</p> <p>BR-101 - Motorized Roller Shade-BO (MODEL) 001</p> <p>PRODUCT DESCRIPTION: Motorized Roller Shade - Blackout Hardwired Single Motorized Roller Shade - Outside Mount, Blackout (0%) White Shade Fabric, with 4" Metal Fascia With White Side Channels. Regular Sealed Hem Bar. Constructed per the attached specifications Finished Size: Approx. 7'-9"W x 7'-0"H (Fabricator to Verify) Window Size: Approx. 7'-9"W x 7'-0"H (Fabricator to Verify) NOTES: Fabricator to include cost to install</p> <p>COM @ Blackout Shade 0% Openness Vendor: Read Pattern: Tusk Blackout Pattern Color: Whisper FR Rating: NFPA 701 Width: 94.5" Content: 42% Fiberglass, 51% Acrylic, 7% Cotton Flocked Backing Repeat: N/A Application: Up the Bolt Railroaded: No</p>	\$ 861.50	\$ 1,723.00

Continued on next page

Ship Via: Best Way, Prepay & Add	Freight Terms
Est Freight	Est Tariff: Prepay & Add
<b>Remarks:</b>	

Purch. Order issued by R-W Purchasing Partners as Purchasing Consultant

Authorized Signature / Date

**Zach Brinkman**

Customer Signature / Date:

Other Signature / Date:

Other Signature / Date:

**ACCEPTED BY VENDOR:**

Company Name	Shipping Date
Authorized Signature / Date	
Printed Name / Title	



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Page 2 of 9

Read Window Products, Inc.

CO-Qty	UOM	Description	CO-Unit Cost	CO-Total
		<p>Motor: Supplier: BTX ® Model: Sorina S Max Width: 72" Motor Power Type: 24V Power Supply Operation: Wireless Wall Switch</p> <p>Mounting: Outside Mount Fascia: 4" x 4" Color: White Controls: Hardwire with existing wall switch. (Note: Fabricator to confirm with contractor on wiring to ensure compatibility) Add Feature: N/A Chain: N/A Roll Direction: Regular Roll Bottom Treatment: Sealed Hem Bracket: N/A Channels: Side Blackout Channels (3"W) Color: White Fascia: 4" - Front only Color: White</p> <p>Includes: Wireless Wall Switch Multi Channel Battery Powered Wireless Wall Switch Controller for Motorized Roller &amp; Roman Shades Color: White</p> <p><b>MUST BE SIDEMARKED:</b> Hilton Grand Vacations Central at 5th/RW Purchasing Partners P.O. HGVNY - 004 MODEL, BR-101, Motorized Roller Shade-BO - READ WINDOW</p> <p><b>Submittals Required:</b> Certificate of Insurance CFA Verified Field Measurements</p>		

Continued on next page



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Page 3 of 9

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CO-Qty	UOM	Description	CO-Unit Cost	CO-Total
1	LT	<p>No Change</p> <p>BR-101-MT - Window Trtmnt Msr/Trip (MODEL) 001</p> <p>Service Description: Window Treatment Measure and Installation Trip Charges - Measure Fee/Day - \$1,000 - Measure Travel Charge /Trip - \$1,500 - Installation Travel Charge / Trip - \$1,500</p> <p>MUST BE SIDEMARKED: Hilton Grand Vacations Central at 5th/RW Purchasing Partners P.O. HGVNY - 004 MODEL, BR-101-MT, Window Trtmnt Msr/Trip - READ WINDOW</p>	\$ 4,000.00	\$ 4,000.00
0	EA	<p>qty changed from 1 to 0</p> <p>BR-101-P - Wireless Wall Switch (MODEL) 001</p> <p>PRODUCT DESCRIPTION: Wireless Wall Switch Multi Channel Battery Powered Wireless Wall Switch Controller for Motorized Roller &amp; Roman Shades Color: White</p> <p>MUST BE SIDEMARKED: Hilton Grand Vacations Central at 5th/RW Purchasing Partners P.O. HGVNY - 004 MODEL, BR-101-P, Wireless Wall Switch - READ WINDOW</p> <p>Submittals Required:</p>	\$ 97.00	\$ .00

Continued on next page



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Page 4 of 9

Read Window Products, Inc.

CO-Qty	UOM	Description	CO-Unit Cost	CO-Total
		Certificate of Insurance Verified Field Measurements		
3	EA	<p><b>No Change</b></p> <p>BR-120 - Drapery Side Panels (4) (MODEL) 001</p> <p><b>PRODUCT DESCRIPTION:</b> Side Panels Fabrication Ripple Fold Stationary Side Panels on Printed Blackout Fabric. Ceiling Mounted on New Hardware to Hang in Front of Sheer Roman Shade &amp; Blackout Roller Shade. Constructed per the attached specifications Finished Size: (3 Panels) Approx. 24"W x 9'-10"H (Fabricator to Verify) Window Size: Approx. 7'-9"W x 7'-0"H (Fabricator to Verify) Fullness: 120% (Standard) Returns: 3" On Each Side (Fabricator to verify) Draw: N/A - Stationary Side Panels Mounting: Ceiling Mounted on New Hardware Batons: N/A - Stationary Side Panels Hem: 4" Double Folded @ Bottom &amp; 1.5" Double Turned @ Sides. Fabricator to determine if surged bottom or double fold hem is better for exterior visibility (or existing condition). Hem should be 1/4" to 1/2" AFF.</p> <p>NOTES: Fabricator to include cost to install &amp; steam. Innermost treatment closest to room must NOT hang lower than treatment closest to window.</p> <p>COM @ Side Panel Supplier: Zimmer + Rohde Pattern: Kubist - Printed on Moon Blackout Base Cloth Color: Custom Width: 126" Repeat: VR: 15" / HR: 58" Application: Best Yield</p>	\$ 291.67	\$ 875.01

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Page 5 of 9

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		<p>HARDWARE: Supplier: Forest Style: CM Ceiling Mount Track Color: White Size: 3/4" Finial Supplier: N/A Style: N/A Color: N/A Size: N/A</p> <p>LINING: Supplier: N/A - Blackout Fabric Pattern: Color: Width: Repeat: Application:</p> <p>MUST BE SIDEMARKED: Hilton Grand Vacations Central at 5th/RW Purchasing Partners P.O. HGVNY - 004 MODEL, BR-120, Drapery Side Panels (4) - READ WINDOW</p> <p><u>Submittals Required:</u> Certificate of Insurance Verified Field Measurements</p>		

Continued on next page



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Page 6 of 9

Read Window Products, Inc.

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2	EA	<p>No Change</p> <p>BR-121 - Motor Shr Roman Shade (4) (MODEL) 001</p> <p><b>PRODUCT DESCRIPTION:</b></p> <p>Sheer Roman Shade - Motorized</p> <p>Single Motorized Outside Mount Roman Shade With Sheer Roman Shade Fabric. Wall Mount Switch to Operate Shade.</p> <p>Constructed per the attached specifications</p> <p>Finished Size: Approx. 7'-9"W x 7'-0"H (Fabricator to Verify Existing Conditions)</p> <p>Window Size: Approx. 7'-9"W x 7'-0"H (Fabricator to Verify Existing Conditions)</p> <p>Shade Style: Flat Fold-Seams still visible when shade is down.</p> <p>NOTES: Fabricator to include cost to install</p> <p>Sheer COM @ Shade &amp; Valance</p> <p>Supplier: Integra Fabrics</p> <p>Pattern: Tower</p> <p>Color: Alloy</p> <p>FR Rating: NFPA 701</p> <p>Content: 100% Polyester</p> <p>Width: 118"</p> <p>Repeat: VR: 0.12" / HR: 0.98"</p> <p>Application: Railroaded</p> <p>Motor:</p> <p>Supplier: BTX ® or Similar</p> <p>Model: Sorina S or Similar</p> <p>Max Width: 72"</p> <p>Motor Power Type: 24V Power Supply</p> <p>Operation: Wireless Wall Switch</p> <p>Mounting: Outside Mount</p> <p>Valance: 4" Fully Upholstered</p> <p>Controls: Hardwire with existing wall switch. (Note: Fabricator to confirm with contractor on wiring to ensure compatibility)</p> <p>Add Feature: N/A</p> <p>Chain: N/A</p> <p>Channels: N/A</p>	\$ 1,971.50	\$ 3,943.00

Continued on next page



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Page 7 of 9

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		<p>MUST BE SIDEMARKED: Hilton Grand Vacations Central at 5th/RW Purchasing Partners P.O. HGVNY - 004 MODEL, BR-121, Motor Shr Roman Shade (4) - READ WINDOW</p> <p><b>Submittals Required:</b> Certificate of Insurance Verified Field Measurements</p>		

REVISED PO TOTAL: \$ 10,541.01

**Additional Terms and Conditions of this Purchase Order:**

\*\*ALL TERMS AND CONDITIONS OF PREVIOUS PURCHASE ORDER APPLY\*\*

Continued on next page

## EXHIBIT A

### TERMS AND CONDITIONS

In addition to the terms and conditions specified on the face of this Purchase Order, including but not limited to any special conditions as set forth in the "Descriptions of Items" and any drawings or specifications referred to on the face thereof (the "Purchase Order"), Customer and Agent 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"). Execution by Vendor of the Purchase Order shall constitute its execution of, and its agreement to be bound by the terms and conditions of, 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 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. Whenever any event or circumstance impacts, or threatens to impact, the timely performance of Vendor's obligations hereunder, Vendor shall immediately notify Agent and Customer in writing of all relevant information with respect thereto. If, in the sole and exclusive judgment of Agent or the Customer, the Vendor has failed or will fail, or if the Vendor has refused or will refuse, to timely proceed with delivery and/or installation pursuant to the terms of the Contract, then Agent or Customer may (i) terminate the whole or any relevant part of the Contract, (ii) purchase the applicable items from a third party, (iii) request delivery of substitute items from Vendor, or (iv) await delivery of such items, and in each case, Vendor shall be liable for any and all damages sustained by Customer as a result of any of the foregoing.

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. Further, upon total or partial payment by Customer to Vendor for the Subject Property and acceptance of the Subject Property, title to all the Subject Property or any portion thereof shall vest in Customer and Customer shall have the right to immediate possession thereof. Vendor warrants and represents that when Customer 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 Customer deems necessary to effectuate 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 Customer, 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 Customer, 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 Customer shall be at the location of delivery and/or installation or such other place as is designated by Customer or Agent (and no acceptance shall be deemed to occur prior thereto). The Subject Property or any part thereof not conforming to specifications, terms and conditions of the Contract (including overshipments) shall be returned and replaced (as applicable) at Vendor's sole cost and expense, including but not limited to all transportation and handling costs.

6. Vendor shall maintain adequate insurance to cover the loss of any Subject Property for so long as Vendor bears the risk of loss thereof. Without limiting the generality of the foregoing: during the term of the Contract, Vendor agrees to maintain All Risk Property Damage with full replacement cost coverage and Commercial General Liability with limits of at least \$500,000 including but not limited to product liability and completed operations, breach of warranty, both express and implied, and automobiles liability insurance covering all owned, non-owned, and hired automobiles with limits of at least \$500,000 combined single limit and, in addition, maintain an Excess or Umbrella Liability policy of \$1,000,000.00. Vendor shall maintain Worker's Compensation with an allstates endorsement and employer's liability insurance with coverage of at least \$500,000.00, unless otherwise specified in writing by Customer or Agent. All insurance policies provided for by this paragraph shall be maintained at Vendor's sole cost and expense and shall name Customer and Agent as loss payees or additional insureds thereunder as appropriate. Evidence of such insurance coverage shall be delivered to Agent and Customer within ten days from the execution of the Contract. If Vendor fails to comply with the provision of this paragraph, Customer shall have the right to either obtain said insurance on the behalf of Vendor at Vendor's sole cost and expense, or terminate the Contract. If Customer does secure said insurance, the cost thereof shall be deducted from the purchase price set forth in the Contract.

7. Vendor agrees to deliver and/or install as specified by Customer or Agent, the Subject Property on or before the delivery date set forth in the Contract, unless Agent or Customer designates a date for delivery and/or installation by Vendor later than that 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

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. Vendor shall not use subcontractors without Agent's or Customer's written consent.

8. Vendor shall issue detailed invoice(s) to Agent on no more frequent than a monthly basis in arrears for amounts due under this Purchase Order for Subject Property delivered and/or installed and accepted hereunder, which invoice shall also indicate: (i) Agent as recipient of such invoice as agent on behalf of Customer; (ii) name and address of Vendor; (iii) invoice date and delivery/installation date(s); (iv) Purchase Order number and Project number as reflected on the Purchase Order; (v) cost breakdown, including separate line items for labor and materials, delivery and installation charges, miscellaneous fees, shipping costs, insurance, etc., in each case as applicable (excluding sales tax due to Customer's direct pay permit); (vi) total price clearly stated; (vi) billed to date and remaining amounts; and (vii) if a deposit is required, the purpose thereof and reason it is required. An invoice amount that exceeds the amount indicated in the Purchase Order shall not be paid without the prior approval and issuance by Customer of a Purchase Order amendment/change order reflecting such amount. Properly submitted and approved invoices shall be due and payable no later than seventy (70) days (the "Payment Period") after the later of receipt thereof by Agent and the date of the invoice; provided that any different Payment Period indicated on the Purchase Order shall be deemed to be the Payment Period for purposes of the Contract. Final payment by Customer, less any amounts required by law to be retained by Customer, 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 Customer or Agent.

9. Vendor shall maintain complete and accurate records of and supporting documentation regarding provision of the Subject Property, including the amounts billable to and payments made by Customer hereunder, and shall retain such records for five (5) years after final payment. Vendor agrees to provide Customer or Agent with such records and documentation, including each invoice, as may be reasonably requested to verify accuracy and compliance with the provisions of the Contract. Customer and Agent shall have access to such records and documentation for purposes of audit during normal business hours.

10. As a result, in whole or part, of negligence or other acts for which there is a legal liability of the Vendor, his employees, agents, suppliers or Subcontractors of any tier, any person, including employees of Vendor, suffers injury or death or any property is damaged, lost or destroyed; or in the event any other loss or damage is suffered or incurred by the Purchasing Agent as a result of Vendor's failure to exercise proper care in the discharge of Vendor's obligations herein imposed; or in the event any claim is asserted against the Purchasing Agent, the Construction Manager, Owner or anyone else for whose acts, omissions or status of Purchasing Agent would otherwise be legally responsible, as a result of any act or omission of Vendor arising out of or in any way connected with Vendor's performance of the work required hereunder, Vendor assumes full liability therefor and agrees to the maximum extent permitted by law, Vendor shall defend, indemnify and hold harmless Purchasing Agent, its agents, servants and employees, Construction Manager, Owner, others from and against any and all claims, allegations, demands, causes of action, damages, costs, expenses, attorney's fees, losses or liability, in law or in equity, arising out of or resulting from Vendor's actions but only to the extent caused by any negligent act or omission of Vendor. The indemnification required of the Vendor shall not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributed to the Vendor, his employees, agents, suppliers or Subcontractors of any tier, any person, including employees of Vendor.

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 Customer.

12. Vendor shall not delegate any duties nor assign any rights or claims under the Contract without the prior written consent of Customer and Agent. Any purported delegation or assignment without such consent shall be null, void, and of no effect whatsoever. Customer may assign its rights and obligations under the Contract in its sole discretion to any affiliate or related entity of Customer.

13. Vendor expressly warrants that the Subject Property shall conform to all specifications, drawings, plans, appropriate standards, and any other descriptions furnished by Purchaser, will be new, and will be free from defects in material workmanship. Vendor warrants that the Subject Property will conform to any statements made on the containers or labels or advisements for such Subject Property, and that the same shall be adequately contained, packaged, marked and labeled. Vendor warrants that the Subject Property will be merchantable, safe and sufficient for the purpose intended and for which goods of that kind are normally used.

Vendor represents and warrants that the Subject Property shall not infringe on the intellectual property rights of others, including without limitation, others' patents, and any violation or alleged violation of this representation and warranty shall be subject to the indemnification provisions of this Contract. Vendor warrants that Subject Property furnished will conform in all respects to samples. Inspections, tests, acceptance or use of the Subject Property shall not affect Vendor's obligation under this warranty, and such warranties shall survive such inspections, tests, acceptance and use. Vendor's warranty shall run to Purchaser, its successors, assigns and customers, and users of the Subject Property. Vendor shall replace or correct defects of any Subject Property not conforming to the foregoing warranties promptly, without expense to the Purchaser, when notified of such nonconformity by Purchaser, provided that Purchaser elects to provide Vendor with the opportunity to do so. Vendor shall be responsible for correcting, replacing or repairing any property damaged by Vendor in the course of performance of this Contract at its sole cost. In the event of failure of Vendor to correct defects, replace nonconforming Subject Property or repair damaged property promptly, Purchaser, after reasonable notice to Vendor, may make such corrections or replace such Subject Property and charge Vendor for the cost incurred by Purchaser in doing so. Vendor further warrants that all Subject Property are, and shall be, free and clear of all liens, claims, security interests and encumbrances whatsoever, and that Vendor has and will have good and marketable title thereto, which shall pass to Purchaser in accordance with the terms hereof.

14. Vendor warrants that the prices for the Subject Property are not less favorable than prices currently extended to any other customer for the same or similar quantities of the Subject Property. In the event Vendor reduces its price for such Subject Property to others during the term of this P.O, Vendor agrees to reduce the prices hereof correspondingly.

15. 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 Customer of any increases and decreases in costs and expenses caused by such changes and any increases or decreases in price must be agreed upon in writing by Customer.

16. In the event of (i) any breach or default by Vendor of any of the provisions of the Contract, (ii) failure by Vendor to comply with any applicable laws, regulations, codes or ordinances (including with respect to permits, certificates, approvals and inspections), or (iii) misapplication of Customer's funds, then 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 damages resulting directly or indirectly therefrom. Customer may terminate the Contract for convenience upon at least 10 days' prior written notice to Vendor. Any waiver by Agent or Customer of any breach hereof or right hereunder shall not constitute a waiver of any other breach hereof or right hereunder. Customer may terminate the Contract for convenience upon at least 10 days prior written notice to Vendor. If the goods on this order are specially manufactured goods, and provided Vendor is not in breach of any duty or warranty of this Purchase Order, Purchasing Consultant shall pay Vendor all actual costs of manufacturing all conforming finished goods in Vendor's possession or in shipment and goods in process of mfg as of the date of Vendor's receipt of notice of termination. If the goods are stock goods, rather than specially manufactured goods, and provided Vendor is not in breach of any duty or warranty hereunder, Purchasing Consultant shall only pay Vendor its reasonable re-stocking cost(s).

17. 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.

18. Customer shall at all times have title to all drawings and specifications furnished to Vendor in connection with the Contract. All drawings, specifications and information contained or referred to in the Contract or delivered to Vendor in relation to this Contract are and shall remain the confidential property of Customer ("Confidential Property"). Vendor shall use such Confidential Property only to perform under the Contract and shall not disclose such Confidential Property to any person, firm, or corporation other than government inspectors or the employees or subcontractors of itself, Agent or Customer to the extent necessary to perform under this Contract. The Vendor shall, upon the request of Agent or upon performance of all terms and conditions of the Contract, promptly return all Confidential Property to Customer. Vendor shall not use the name, service marks, trademarks or logos of Customer or Agent or any of their respective affiliates without prior written consent of the applicable party.

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

20. Vendor specifically warrants that the Subject Property covered by the Contract shall have the appropriate governmental approvals or testing laboratory certifications and conform to local governmental codes applicable to the Subject property where it is delivered and/or installed. Vendor shall perform its obligations hereunder in a manner that complies with all applicable laws, regulations, ordinances and codes, including identifying and procuring required permits, certificates, approvals and inspections. If Vendor receives any notice, summons, or complaint regarding its non-compliance with any such laws, regulations, ordinances, or codes, Vendor shall promptly notify Customer of such matter and the nature of the non-compliance and the actions Vendor is taking and/or plans to take to remedy such noncompliance, both orally and in writing.

21. All rights and remedies of Agents and Customer 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 Customer may have under law or agreement.

22. 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.

23. The Contract is 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. For the avoidance of doubt, no additional or different terms from Vendor expressed in any acknowledgement of any Purchase Order or any invoice shall be effective to modify or amend the terms of the Contract. If any provision hereof is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

24. Each party hereby irrevocably waives, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort (such as negligence) or otherwise) arising out of or relating to the Contract.

25. In no event shall any Indemnitee be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Contract.

26. All notices shall be in writing and shall be provided to a party at the addresses set forth on the front page of the Purchase Order for such party, unless otherwise noted.

27. All of the terms and conditions of the Contract shall survive any termination or expiration of the Contract.