


Sunchaser

at Fairmont

Sunchaser Vacation Villas

Riverside Furniture, Fixture & Equipment Specifications

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Riverside FF & E Specifications

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Riverside FF & E Specifications






Unit A Specifications: (9 units)
The Bedroom Furniture Galleries
813 Baker Street, Cranbrook, BC V1C 1A4
250.426.2316

Description	Manufacture/ sku	Colour/ Finish	QTY	
36x60 - Two tone dining table	True north furniture co	Distressed sierra brown top w/ black (blk) stain base Solid maple construction	1	
X back dining chair	True north furniture co Item # 2002-5	One tone black (blk) stain Solid pine construction	6	
Custom console 42x8	Fort steel blacksmith	Metal- black	1	
Decorative Mirror	Mercana art décor & home furniture 37169	Natural finish	1	
38Hx37Dx77L Zinc queen sofa bed	Stylus contract furniture	Upholstery: Outdura rumor slate 6668	1	
34x36x36 Theo arm chair	Stylus contract furniture	Upholstery: Outdura locket driftwood 4587	1	
48x28 True custom coffee table	True north furniture co	Black (blk) stain	1	
Custom log end table	Dennis Drescolli Furniture	Natural wood	2	

Riverside FF & E Specifications






Description	Manufacture/ sku	Colour/ Finish	QTY	
Essex fireplace	Dimplex DFB8842 30 in firebox	White	1	
Floor lamp	Cal Lighting LA60007FL w/ shade SH-3226	Dark bronze	1	
Table lamp	Cal Lighting LA60007TB-1 w/ shade SH-3226	Dark bronze	1	
18x18 Custom toss pillow	Stylus	Outdura lemongrass 4585 w/ kniff edge	2	
Queen headboard	Décor-rest HBF70DQ deco	Lullaby grey gr 43 (not as shown) no nail heads	1	
Queen mattress	Restwell Hotel majesty two sided		1	
Headboard brackets	Décor-rest mounting brackets		1 set	
Queen bed frame	600B Huli Bedframe w/ lock		1	
Nightstand	True north furniture co 3001-3 Hardware not by The Bedroom Richelieu: BP30388140	Black (blk) stain Hardware: chrome	2	
Dresser	True north furniture co 3005-3 Hardware not by The Bedroom Richelieu: BP30388140	Black (blk) stain Hardware: chrome	1	

Riverside FF & E Specifications








Description	Manufacture/ sku	Colour/ Finish	QTY	
18x18 Custom toss pillow	Stylus	Outdura spotlight sterling 4585 w/ knift edge	2	
36D Patio table top w/ base	Ratana fn225810PTEK/FN40898 Seattle table base (large) w/ durawood table top	teak table top w/ black aluminum base	1	
24Wx24Dx36H stacking patio arm chair	Ratana FN23121SJA Sun Valley	Resin & Aluminum SJA	4	
Bathroom mirror	Four mirror (size) dependent on vanity. 217BL	Black frame	2	
Textiles for window box	Outdura	Outdura spotlight sterling 4585		

Riverside FF & E Specifications

Unit B Specifications: (9 units)
The Bedroom Furniture Galleries
813 Baker Street, Cranbrook, BC V1C 1A4
250.426.2316

Description	Manufacture/ sku	Colour/ Finish	QTY	
48" dining table	Mazin furniture 5316 glass top to be secured to base by supplier	Natural finish Solid maple construction	1	
X back dining chair	True north furniture co Item # 2002-5	One tone black (blk) stain Solid pine construction	4	
38Hx37Dx69L Zinc double sofa bed	Stylus contract furniture	Upholstery: Outdura rumor slate 6668	1	
34x36x36 Cheri slipper chair	Stylus contract furniture	Upholstery: Outdura locket driftwood 4587	1	
36x24 True custom coffee table top	True north furniture co	Sierra brown stain	1	
36x24 custom table base	Fort steel	Metal painted black	1	
Custom log end table	Dennis Drescolli Furniture	Natural wood	1	
Floor lamp	Cal Lighting LA60007FL w/ shade SH-3226	Dark bronze	1	

Riverside FF & E Specifications

Description	Manufacture/ sku	Colour/ Finish	QTY	
18x18 Custom toss pillow	Stylus	Outdura lemongrass 4585 w/ kniff edge	2	
Queen headboard	Décor-rest HBF70DQ deco	Lullaby grey gr 43 (not as shown) no nail heads	1	
Queen mattress	Restwell Hotel majesty two sided		1	
Headboard brackets	Décor-rest mounting brackets		1 set	
Queen bed frame	600B Huli Bedframe w/ lock		1	
Nightstand	True north furniture co 3001-3	Black (blk) stain Hardware: chrome	2	
20x22x60 Custom Armoire with 42x36x22 3 drawer dresser	True north furniture co 3005-3	Black (blk) stain Hardware: chrome	1	
18x18 Custom toss pillow	Stylus	Outdura spotlight sterling 4585 w/ kniff edge	2	
18D Patio table top w/ base	Ratana fn225810PTEK/FN23014D w/ durawood table top	teak table top w/ black aluminum base	1	
24Wx24Dx36H stacking patio arm chair	Ratana FN23121SJA Sun Valley	Resin & Aluminum SJA	2	

Riverside FF & E Specifications

Description	Manufacture/ sku	Colour/ Finish	QTY
Bathroom mirror	Four mirror (size) dependent on vanity. 217BL	Black frame	1
Textiles for window box	Outdura	Outdura spotlight sterling 4585	









Terms and Conditions







- I. All textiles located on a vertical surface are to be flame retardant.
- II. Time and shipping must be verified before issuing a Purchase Order.
- III. All wood finishes are to be "contract" grade.
- IV. Bathroom mirrors to be site measured before ordering.
- V. All glass tabletops must be fully secured to the table base.

Riverside FF & E Specifications





Unit A Specifications: (807)
The Bedroom Furniture Galleries
813 Baker Street, Cranbrook, BC V1C 1A4
250.426.2316

Description	Manufacture/ sku	Colour/ Finish	QTY	
36x60 - Two tone dining table	True north furniture co	Distressed sierra brown top w/ black (blk) stain base Solid maple construction	1	
X back dining chair	True north furniture co Item # 2002-5	One tone black (blk) stain Solid pine construction	6	
Custom console 42x8	Fort steel blacksmith	Metal- black	1	
Decorative Mirror	Mercana art décor & home furniture 37169	Natural finish	1	
38Hx37Dx77L Zinc queen sofa bed	Stylus contract furniture	Upholstery: Outdura sparkle mica 1710	1	
34x36x36 Theo arm chair	Stylus contract furniture	Upholstery: Outdura soulmate charcoal 0839	1	
48x28 True custom coffee table	True north furniture co	sierra brown stain	1	

Riverside FF & E Specifications







Description	Manufacture/ sku	Colour/ Finish	QTY	
Essex fireplace	Dimplex DFB8842 30 in firebox	White	1	
Floor lamp	Cal Lighting LA60007FL w/ shade SH-3226	Dark bronze	1	
Table lamp	Cal Lighting LA60007TB-1 w/ shade SH-3226	Dark bronze	3	
18x18 Custom toss pillow	Stylus	Outdura locket driftwood 4587 w/ kniff edge	2	
Queen headboard	Décor-rest HBF70DQ deco	Ottawa charcoal (not as shown) no nail heads	1	
Queen mattress	Restwell Hotel majesty two sided		1	
Headboard brackets	Décor-rest mounting brackets		1 set	
Queen bed frame	600B Huli Bedframe w/ lock		1	
Nightstand	True north furniture co 3001-3 Hardware not by The Bedroom Richelieu: BP30388140	Black (blk) stain Hardware: chrome	2	
Dresser	True north furniture co 3005-3 Hardware not by The Bedroom Richelieu: BP30388140	Black (blk) stain Hardware: chrome	1	

Riverside FF & E Specifications





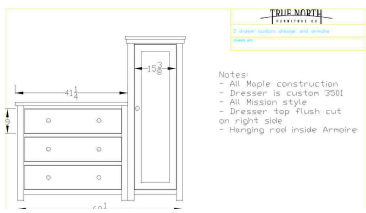

Description	Manufacture/ sku	Colour/ Finish	QTY	
18x18 Custom toss pillow	Stylus	Outdura soulmate charcoal 0839 w/ kniff edge	2	
36D Patio table top w/ base	Ratana fn225810PTEK/FN40898 Seattle table base (large) w/ durawood table top	teak table top w/ black aluminum base	1	
24Wx24Dx36H stacking patio arm chair	Ratana FN23121SJA Sun Valley	Resin & Aluminum SJA	4	
Bathroom mirror	Four mirror (size) dependent on vanity. 217BL	Black frame	2	
13 yards- Textile for window box (Kitchen)	Outdura	Outdura locket driftwood 4587		
6 yards- Textile for window box (Bedroom only)	Outdura	Outdura sparkle 1731 taupe		

Riverside FF & E Specifications




Unit B Specifications: (807 unit)
The Bedroom Furniture Galleries
813 Baker Street, Cranbrook, BC V1C 1A4
250.426.2316

Description	Manufacture/ sku	Colour/ Finish	QTY	
48" dining table	Mazin furniture 5316 glass top to be secured to base by supplier	Natural finish Solid maple construction	1	
X back dining chair	True north furniture co Item # 2002-5	One tone black (blk) stain Solid pine construction	4	
38Hx37Dx69L Zinc double sofa bed	Stylus contract furniture	Upholstery: Outdura sparkle mica 1710	1	 
34x36x36 Cheri slipper chair	Stylus contract furniture	Upholstery: Outdura soulmate charcoal 0839	1	
36x24 True custom coffee table top	True north furniture co	Sierra brown stain	1	
36x24 custom table base	Fort steel	Metal painted black	1	
Custom log end table	Dennis Drescolli Furniture	Natural wood	1	
Floor lamp	Cal Lighting LA60007FL w/ shade SH-3226	Dark bronze	1	

Riverside FF & E Specifications

Description	Manufacture/ sku	Colour/ Finish	QTY	
18x18 Custom toss pillow	Stylus	Outdura locket driftwood 4587	2	
Queen headboard	Décor-rest HBF70DQ deco	Lullaby grey gr 43 (not as shown) no nail heads	1	
Queen mattress	Restwell Hotel majesty two sided		1	
Headboard brackets	Décor-rest mounting brackets		1 set	
Queen bed frame	600B Huli Bedframe w/ lock		1	
Nightstand	True north furniture co 3001-3 Hardware not by The Bedroom Richelieu: BP30388140	Black (blk) stain Hardware: chrome	2	
Table lamp	Cal Lighting LA60007TB-1 w/ shade SH-3226	Dark bronze	2	
20x22x60 Custom Armoire with 42x36x22 3 drawer dresser	True north furniture co 3005-3 Hardware not by The Bedroom Richelieu: BP30388140	Black (blk) stain Hardware: chrome	1	
18x18 Custom toss pillow	Stylus	Outdura soulmate charcoal 0839	2	
18D Patio table top w/ base	Ratana fn225810PTEK/FN23014D w/ durawood table top	teak table top w/ black aluminum base	1	

Riverside FF & E Specifications





Description	Manufacture/ sku	Colour/ Finish	QTY	
24Wx24Dx36H stacking patio arm chair	Ratana FN23121SJA Sun Valley	Resin & Aluminum SJA	2	
Bathroom mirror	Four mirror (size) dependent on vanity. 217BL	Black frame	1	
Textile for window box (Kitchen & living room) quantity included with A unit	Outdura	Outdura locket driftwood 4587		
Textile for window box (Bedroom only) quantity included with A unit	Outdura	Outdura sparkle 1731 taupe		

Terms and Conditions

- I. All textiles located on a vertical surface are to be flame retardant.
- II. Time and shipping must be verified before issuing a Purchase Order.
- III. All wood finishes are to be "contract" grade.
- IV. Bathroom mirrors to be site measured before ordering.
- V. All glass tabletops must be fully secured to the table base.




Riverside FF & E Specifications

Unit A Specifications: (10 units)
 Trail Appliances
 6128 Centre St. S.E. Calgary, AB T2H 0C4
 403.243.8780

Description	Manufacture/ sku	Colour/ Finish	QTY	
Fridge	Frigidaire FFHT1826LW	White	1	
Range	Frigidaire CFEF3018LW	White	1	
Microwave	Frigidaire CFMV162LW	White	1	
Dishwasher	Frigidaire FFBD2408NW	White	1	
Washer	Frigidaire Model#YWFW9050XW	White	1	Stackable
Dryer	Frigidaire Model#YWED9050XW	White	1	

Riverside FF & E Specifications

Unit B Specifications: (10 units)
Trail Appliances
6128 Centre St. S.E. Calgary, AB T2H 0C4
403.243.8780

Description	Manufacture/ sku	Colour/ Finish	QTY	
Fridge	Simplicity SFF1144W	White	1	
Range	Frigidaire CFEF2425LW	White	1	
Microwave	Frigidaire CFMV162LW	White	1	
Dishwasher	Frigidaire FFBD2408NW	White	1	

Riverside FF & E Specifications

Unit A & B Specifications: (9 units)
Shannon's Blinds & Designs
P.O. Box 237 Canal Flats, BC V0B 1B0
250.349.7507

Description	Manufacture/ sku	Colour/ Finish	QTY	Notes
Scala blackout Roller shades	Habitat blinds and shading Systems Let.	dolphin fin	11	
Valance	Habitat blinds and shading Systems Let.	Outdura spotlight sterling 4585 fabric insert	2	Each kitchen window
12" high window box		Outdura spotlight sterling 4585	4	19 yards

Unit A & B Specifications: (807 unit)

Description	Manufacture/ sku	Colour/ Finish	QTY	Notes
Scala blackout Roller shades	Habitat blinds and shading Systems Let.	dolphin fin	11	
Valance	Habitat blinds and shading Systems Let.	Outdura locket driftwood 4587 fabric insert	2	Each kitchen window
12" high window box		Outdura sparkle 1731	2	6 yards
12" high window box		Outdura locket driftwood 4587	2	13 yards

Terms and Conditions

- I. All roller shades are to be outside mount.
- II. All textiles provided by "The Bedroom" based on Shannon's Blinds and Design's take off, with upholstered window box fabricated by Shannon's Blinds & Designs.
- III. All site measurements to be taken on site by Shannon's Blinds & Designs. Any discrepancies in measurements and delivered product are the sole responsibility of Shannon's Blinds & Designs.
- IV. All textile take offs are taken by Shannon's Blinds & Designs and ordered by Resort Villa Management based on information given by Shannon's Blinds & Design's. Any discrepancies in textile take off resulting in additional cost are the responsibility of Shannon's Blind's & Designs.
- V. All window boxes to be mounted onto the wall on the outside of casing.
- VI. All window boxes to be no more than 6" deep. (off wall)
- VII. All window boxes to be fully upholstered both outside and inside for a complete finished interior.
- VIII. All roller shades to have white, chain guards located on the right side of each shade.







Riverside FF & E Specifications

Unit A & B Specifications: (10 units)

Laila's Art Business

7303 East Danbro Crescent, Mississauga, ON L5N 6P8

905.813.7500

Description	Manufacture/ sku	Colour/ Finish	QTY	
46x34 framed canvas	BAR054 Fog and fines	Frame style #35 black- no glass	1	
20x16 framed canvas	Custom photo by Samantha Pinksen Design + Décor	Frame style #35 black- no glass	1	
20x16 framed canvas	Custom photo by Samantha Pinksen Design + Décor	Frame style #35 black- no glass	1	
38x14 framed canvas	Custom photo by Samantha Pinksen Design + Décor	Frame style #35 black- no glass	1	
38x14 framed canvas	Custom photo by Samantha Pinksen Design + Décor	Frame style #35 black- no glass	1	
46x34 framed canvas	Custom photo by Samantha Pinksen Design + Décor	Frame style #35 black- no glass	1	

Riverside FF & E Specifications

Unit A & B Specifications: (9 units)
Crown Wallpaper & Fabrics
Calgary, Canada
403.262.7052

Description	Manufacture/ sku	Colour/ Finish	QTY	Notes
Bed skirt fabric	Panaz Pattern: Misuna 837 stone		2	Skirts fabricated by others – tailored
Bed scarf fabric	Duralee Pattern: 90898 col 296 pewter		2	Scarf fabricated by others

Unit A & B Specifications: (10 units)
Bolton North American Supplies
Unit 5 1480 Marine Drive North Vancouver, BC V7P 1T6
778.340.0090

Description	Manufacture/ sku	Colour/ Finish	QTY	Notes
Queen top sheet	Thomaston mills Strip on strip T310	White	12	Qty includes overstock
Queen pillow case	Thomaston mills Strip on strip	White	30	Qty includes overstock
Queen duvet	Cotton House 54oz	White	6	Qty includes overstock
Bath towel	Hira textile Heavenly 12 lbs dolby borders	White	36	Qty includes overstock
Hand towel	Hira textile Heavenly 4.5 lbs dolby borders	White	36	Qty includes overstock
Face clothes	Hira textile Heavenly 1.5 lbs dolby borders	White	36	Qty includes overstock
Bath mats	Hira textile Heavenly 7 lbs dolby borders	White	6	Qty includes overstock

Riverside FF & E Specifications

Unit A & B Specifications: (10 units)
Gordon Food Service
1700 Clivenden Ave Delta, BC V3M 6T2
800.663.1695

Description	Manufacture/ sku	Colour/ Finish	QTY	Notes
Dinner fork	Browne & Co 6666305 Style- Celine	White	21	Qty includes overstock
Salad fork	Browne & Co 8236305 Style- Celine	White	21	Qty includes overstock
Dinner knife	Browne & Co 6824105 Style- Celine	White	21	Qty includes overstock
Dessert spoon	Browne & Co 3057905 Style- Celine	White	21	Qty includes overstock
Tea spoon	Browne & Co 6665905 Style- Celine	White	21	Qty includes overstock
Oatmeal bowl	Browne & Co 1146961 Style- Palm	White	21	Qty includes overstock
Stacking cup	Browne & Co 1146977 Style- Palm	White	21	Qty includes overstock
Saucer	Browne & Co 1141972 Style- Palm	White	21	Qty includes overstock
Dinner plate	Browne & Co 1146966 Style- Palm	White	21	Qty includes overstock
Desert plate	Browne & Co 1146662 Style- Palm	White	21	Qty includes overstock
Coffee cup	Browne & Co Style- Palm	White	21	Qty includes overstock

Unit A & B Specifications: (10 units)
Home Hardware

Description	Manufacture/ sku	Colour/ Finish	QTY	Notes
Highball glass	Libby Winchester/ duratuff FR15456C	Clear	36	Qty includes overstock
Short tumbler	Libby Winchester/ duratuff FR15457	Clear	36	Qty includes overstock
Teapot	Stoneware port style 4055- 647	White	6	Qty includes overstock
Steak knives	Browne halco- carnival R1574329	White	21	Qty includes overstock
Creamer	Kitchen value 4210-591	White	6	Qty includes overstock
Sugar bowl	Kitchen Value 4210-592	White	6	Qty includes overstock

Riverside FF & E Specifications

PURCHASE ORDER TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND MATERIALS TO RESORT VILLA MANAGEMENT

1. Application:

These incorporated purchase order terms and conditions apply to and are an integral part of all purchase orders issued by Resort Villa Management and all of its subsidiaries and divisions (collectively referred to herein as "RVM") in the supply of goods and materials to RVM. In addition to the terms and conditions specifically provided herein, purchase orders issued by RVM may be governed by and subject to the terms and conditions of a purchase or other agreement by and between the vendor and RVM, which are incorporated herein by this reference (those terms and conditions and the terms and conditions provided hereunder are hereinafter referred to as the "Terms and Conditions"). In case of any conflict between a purchase order and any other agreement between the parties, the express terms on the face of the purchase order as issued by RVM including the terms and conditions provided herein will govern and control.

2. Definitions:

The term "Goods" shall mean all articles and goods (finished or parts), labeling, and packaging specified in this purchase order (the "Order"). The term "Supplier" shall mean the person or entity to whom or which this Order is directed irrespective of whether Supplier acts in the capacity of a seller, buying agent acting on behalf of RVM, selling agent acting on behalf of a manufacturer or any other capacity.

3. Order Acknowledgement:

Supplier shall acknowledge this Order promptly upon receipt. Notwithstanding Supplier's failure to sign and return an acknowledgement copy hereof to RVM, Supplier's commencement of production of the goods or shipment of all or any part of the goods shall constitute acceptance of the Terms and Conditions.

4. Order Terms:

Supplier's acceptance of this Order is limited to the express terms contained on the face of this Order as submitted by RVM and the Terms and Conditions. Notwithstanding any other terms and conditions that may be contained in any acknowledgement, invoice or other form or document of Supplier and notwithstanding RVM's act of accepting or paying for any shipment or similar act of RVM that constitutes acceptance of the goods, none of the Terms and Conditions may be amended, modified, superseded, or otherwise altered unless made in writing and signed by both RVM and Supplier. Any proposal by Supplier that would alter any Terms and Conditions of this Order is hereby rejected and objected to by RVM.

5. Trade Terms:

The interpretation of rights and obligations attached to any trade term contained in this Order must be consistent with (i) Incoterms 2010 as issued by the International Chamber of Commerce or those Incoterms in effect at the time of issuance of this Order or (ii) the Canadian Personal Property Registry as in effect at the time of issuance of this Order if not otherwise specifically regulated by the Incoterms. Unless otherwise specifically provided by this Order, the standard term for all shipments is (i) FOB (Free On Board) Sellers Facility for all domestic shipments and (ii) FOB Port of Departure for all international shipments. Supplier acknowledges that delivery of Goods at such Seller's Facility or Port of Departure, as applicable, constitutes delivery thereof to RVM and Supplier shall have no further rights to such Goods upon such delivery.

6. Incorporated Terms:

All specifications, drawings, and other data previously submitted to Supplier by RVM in anticipation of this Order are hereby incorporated herein and made a part hereof.

Riverside FF & E Specifications

7. Shipments:

Goods must be shipped as per RVM instructions. Supplier will reimburse RVM for any extra handling charges incurred if Supplier fails to follow those instructions. Specifically, time is of the essence of this Order, and if delivery of goods or otherwise performance of this Order is not completed by the time specified, RVM reserves the right, without liability and in addition to any other rights or remedies RVM may have in law or equity, to either (i) cancel this Order, or (ii) deduct the amount of damages, losses and expenses RVM incurred but for the delay, off any amounts owed and due Vendor as liquidated damages for breach of these terms and conditions. Any provisions herein for the delivery of goods or otherwise performance of this Order by installment shall be construed as making the obligation to Vendor severable.

8. Order Cancellations:

RVM reserves the right to cancel this Order for its convenience at any time. In that event, Supplier shall immediately stop all work on this Order and shall immediately cause its suppliers and subcontractors to stop such work. RVM agrees to pay Supplier reasonable cancellation charges based on the work performed up and until RVM's notice of cancellation and any direct costs associated with the cancellation as liquidated damages. RVM may also cancel this Order or any part thereof for cause in the event of a default (including but not limited to Supplier's insolvency or bankruptcy proceedings) by Supplier or Supplier's failure to comply with any of the Terms and Conditions and Supplier shall be liable for any loss or damage sustained by FBN due to such cause. Late deliveries, delivery of defective or non-conforming goods and Supplier's failure to provide RVM with reasonable assurance of timely and conforming future performance will be causes allowing RVM to cancel this Order for cause without any liability of any kind to Supplier. Upon RVM's cancellation of an order for cause, RVM reserves the right to return part or all of the goods of that kind previously shipped and Supplier shall reimburse any costs, expenses or other damages so incurred by RVM.

9. Change Orders:

RVM may at any time prior to the ship date provide Supplier with a written request to change the Order ("Change Order"). If Supplier asserts that RVM has directed or caused a change to the cost of the Goods or the time of performance (including the delivery date) for which RVM has not issued a Change Order, Supplier shall promptly notify RVM in writing of the change ("Change Notice") describing with specificity the circumstances that caused the change, an estimate of the equitable adjustments that would be required for Supplier to perform the change, and a date for RVM to respond that would allow Supplier to perform the work unchanged. RVM will evaluate Supplier's Change Notice in good faith and if RVM agrees that it has made a constructive change, it will issue a Change Order to Supplier. Within 10 days of receiving a Change Order, Supplier shall submit a request to RVM for an equitable adjustment in the pricing and/or time for performance resulting from the change, but shall, however, immediately commence work pursuant to the Change Order. The parties shall negotiate an amendment to the Order incorporating the Change Order and the agreed upon equitable adjustment to the price of the Goods and/or time of performance.

10. Force Majeure Delays, Changes and Cancellations:

RVM shall have the right to delay delivery, change or cancel this Order in case of interruption of either the Supplier's or RVM's business due to fire, casualty, strike, boycott, or any other cause beyond the control of RVM. Supplier shall have the right to delay delivery, change or cancel this Order in case of interruption of Supplier's business due to fire, casualty, strike, boycott, or any other cause beyond the control of Supplier, but only upon RVM's prior written acknowledgement of the delay, change or cancellation.

11. Pricing and Payment:

Unless otherwise specified in the Order, all pricing must include all taxes and other charges such as shipping and delivery charges, duties, customs tariffs and other government-imposed surcharges. Supplier shall issue separate invoices for each purchase order and shall upon RVM's request break-out from the price of the Goods all such taxes and other charges in the invoice. Partial shipments, if permitted or requested by RVM in writing, shall be deemed payable upon completion of final delivery of the Order, or receipt of final invoice, whichever is later. Those payment terms apply to this Order as the parties may have mutually agreed upon in writing and such terms of payment are incorporated herein by reference. Payment of the goods does not constitute acceptance thereof.

Riverside FF & E Specifications

12. Inspection of Goods:

RVM reserves the right to inspect the Goods and to reject any and all Goods it deems in its sole and absolute discretion defective or nonconforming. Goods rejected by RVM and supplied by Supplier in excess of quantities specified in this Order may be returned to Supplier at its expense and RVM may charge Supplier with expenses RVM has incurred for unpacking, examining, testing, repacking, and reshipping of the Goods. Nothing contained herein constitutes a relief of Supplier to conduct its own testing, inspection and quality control. RVM shall have the right to enter Supplier's premises to audit product quality and inspect the Goods prior to shipment.

13. Warranties:

Supplier expressly warrants that the goods furnished hereunder or otherwise performance of this Order conform with all specifications and applicable standards, will be new and free from defects in material or workmanship. In addition, Supplier warrants that all goods furnished under this Order conform with (i) samples previously accepted by RVM, (ii) RVM specifications or (iii) both, as the case may be, and, if ordered for a specific purpose, will be fit for such purpose. Supplier also warrants that, to the extent the goods are not manufactured pursuant to detailed specifications furnished by RVM, they will be free from defects in design and clear of infringement of any copyright or patent. All Supplier warranties will survive acceptance of the goods. Aforesaid warranties are in addition to and not in lieu of any other warranties extended by Supplier. Supplier agrees that it will, at its own expense, upon notification by RVM, defend or compromise any and all claims, actions, or suits charging infringements or breach of warranty. Supplier will save and hold RVM harmless in any case of infringement or breach of warranty and indemnify RVM against such claims.

14. Title to Goods:

Supplier expressly warrants that it has good and merchantable title to the goods and that the same is free and clear of all liens of every nature. Title to the goods shall pass to RVM upon delivery in accordance with the shipping terms specified in this Order.

15. Confidentiality:

Supplier shall treat all information furnished by RVM as confidential information, shall not disclose such information to any other person (legal or individual) or use the information for any purpose other than the performance of this Order. Confidential information includes, but is not limited to, drawings, specifications and other information and documents prepared by RVM or on behalf of RVM in connection with this Order.

16. Indemnification:

Supplier agrees to defend, indemnify and hold RVM harmless from all liabilities and damages, including but not limited to the payment of all sums of money by reason of accidents, injuries, or damages to persons or property that may occur in connection with the performance of this Order, including reimbursement of attorney fees and other expenses incurred by RVM in defending any action that may be brought against RVM. Supplier further agrees to indemnify, defend and hold RVM harmless for any and all suits, claims and actions for product liability by reason of defects in product, contamination, improper ingredients, deficiencies, unfitness or warranties, including but not limited to attorney fees and other expenses incurred by RVM in defending any actions brought against RVM.

17. Limitation of Liability:

RVM'S LIABILITY HEREUNDER IS, AT ALL TIMES, LIMITED TO THE AGREED UPON PURCHASE PRICE OF THE GOODS OR SERVICES SPECIFIED IN THIS ORDER. IN NO EVENT SHALL RVM BE LIABLE FOR ANTICIPATED PROFITS, ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ACT OR OMISSION BY RVM IN CONNECTION WITH THIS ORDER, THE PERFORMANCE OR BREACH THEREOF. Any action for RVM's breach of this Order must be commenced within one (1) year of the act or omission-giving rise to such claim.

18. Waiver:

RVM's failure to insist on performance of any of the Terms and Conditions, to exercise any right thereunder or RVM's waiver of any breach of the Terms and Conditions shall not constitute a waiver of any other rights, terms and conditions of the same or similar type.

Riverside FF & E Specifications

19. Compliance with Laws

Supplier agrees that all goods sold and shipped to RVM under this Order have been produced in strict compliance with all applicable laws, rules and regulations, including but not limited to the British Columbia Building Code. In no event shall Supplier engage in the employment of child, forced or involuntary labor, whether prison, bonded, indentured or otherwise. Without limitation, Supplier further represents and warrants that in performing this Order, Supplier will comply with all applicable import and export laws, environmental laws, worker health and safety laws, consumer protection laws (including laws prohibiting the presence of certain substances in finished goods) and any anti-corruption laws of the jurisdiction applicable to Supplier.

20. Insurance:

Supplier agrees to provide and maintain comprehensive general liability insurance, including products liability coverage in an amount not less than \$500,000.00 per occurrence for property damage. In addition, Supplier shall provide errors and omissions coverage, when applicable, covering contractor's professional liability for any services and/or goods provided for herein with limits of liability which shall not be less than a combined single limit of \$500,000.00. Such insurance will apply to all goods supplied under this order. Supplier shall provide RVM with certificates of insurance evidencing adequate commercial general liability, worker's compensation and other applicable coverage upon RVM's request.

21. Assignment and Subcontracting:

Supplier may not assign or subcontract any of its rights or delegate any of its obligations under this Order without RVM's prior written consent. If RVM agrees to the use of a subcontractor, Supplier will guarantee and remain liable for the performance of this Order, indemnify and hold RVM harmless for all damages, losses and costs of any kind incurred by RVM and caused by the acts or omissions of Supplier's subcontractor. RVM shall have the right to pay subcontractor directly for its performance if Supplier fails to do so and offset any amount due to Supplier by any amount paid to the subcontractor.

22. Entire Agreement:

This Order and any agreements, documents and information referred to herein constitute the entire agreement between the parties. This order expressly limits acceptance to the terms stated herein. Any addition or different terms proposed by the Supplier's are objected to and hereby rejected, notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of Supplier. Shipment of any goods or performance of any services ordered hereunder shall be considered an acceptance of this entire order, including all term and conditions specified herein.