

DIAMOND RESORTS PURCHASE ORDER TERMS & CONDITIONS

EFFECTIVE DATE: September 23, 2019

These "Purchase Order Terms & Conditions" are made a part of, and incorporated by reference into, Diamond Resorts' purchase orders and Seller's acceptance of a Diamond Resorts Purchase Order will be unqualified, unconditional and subject to and expressly limited by the following:

1. **APPLICABILITY.** The Purchase Order Terms & Conditions are the only terms that govern the purchase of the goods (the "**Goods**") and/or the services (the "**Services**") by Buyer from Seller. Notwithstanding anything herein to the contrary, if a written contract signed by Buyer and Seller is in existence covering the sale of the Goods and/or Services covered by the Purchase Order (an "**Existing Contract**"), the terms and conditions of the Existing Contract shall prevail to the extent that they are inconsistent with the Purchase Order Terms & Conditions. Except to the extent of the existence of an Existing Contract, the Purchase Order comprises the entire agreement between Buyer and Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both oral and written. The Purchase Order prevails over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. The Purchase Order expressly limits Seller's acceptance to these Purchase Order Terms & Conditions. Seller hereby acknowledges and agrees that any different or additional terms (hereinafter collectively referred to as "**Varying Terms**") submitted or otherwise provided by Seller to Buyer in conjunction with the Purchase Order (including, without limitation in connection with any invoice or solicitation for offer), whether or not made expressly contingent upon such Varying Terms, except to the extent such Varying Terms have been or are subsequently expressly agreed to by Buyer in writing, shall be null and void and shall not otherwise alter or supplement the Purchase Order Terms & Conditions. In addition, this Subsection shall constitute Buyer's notification of objection to any such Varying Terms both as of the date hereof and as of the date of receipt of any such Varying Terms. The parties agree that a facsimile or electronic order is a writing within the meaning of any applicable law that requires a written document for an enforceable contract. It is agreed that neither party will raise the statute of frauds, lack of a writing or lack of a signature as a defense in any dispute which may arise between the parties.

2. **GOODS AND SERVICES PROVISIONS.**
 - a. **Price.** The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point (as that term is defined below), insurance, tariffs, customs duties, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes now or hereafter made or levied by any local, state, federal, national or international government or agency. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written approval of Buyer, to be given in its sole and absolute discretion. Seller represents and warrants that the Price is the lowest price charged by Seller to buyers of a class similar to Buyer under conditions similar to those set forth in the Purchase Order.

 - b. **Invoices; Payment Terms.** Seller shall issue an invoice to Buyer that contains the following information (and any additional information required by Buyer: Purchase Order number, vendor item number, description of Goods and Services, sizes, quantities, unit prices and totals. Every invoice shall be issued on or any time after the completion of delivery and only in accordance with the Purchase Order. Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) calendar days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder will be

made company check unless otherwise mutually agreed upon in writing. Without prejudice to any other right or remedy it may have, all claims for monies due or to become due from Buyer are subject to deduction by Buyer for any setoff or counterclaim arising out of this Purchase Order or any other Purchase Order. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Subsection. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Purchase Order notwithstanding any such dispute.

c. **Delivery of Goods; Performance of Services.**

- (i) Seller shall deliver, and install as required by Buyer, the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties subsequent to the issuance by Buyer of the Purchase Order (the “**Delivery Date**”). If no delivery date is specified, Seller shall deliver the Goods within ten (10) calendar days of Seller’s acceptance of the Purchase Order, unless otherwise mutually agreed upon by the parties in writing. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date.
- (ii) Seller shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”). Packing slips shall accompany all shipments and Seller shall pack all goods for shipment according to Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. All packaging shall be in conformance with good commercial practice. All containers shall have attached identification, including the purchaser order # and material descriptions. No charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage or other costs, unless such charge is expressly provided in the Purchase Order. Buyer has the right, at any time, to change the place and/or time of delivery. Any claim by Seller for adjustment because of a change in place and/or time of delivery will be deemed waived unless asserted in writing within ten (10) days after receipt by Seller of the request for change.
- (iii) Seller shall provide the Services to Buyer as described and in accordance with the schedule set forth on or included with the Purchase Order and in accordance with the terms and conditions set forth herein. In the event the Purchase Order does not include a schedule for provision of the Services, all Services will be provided within thirty (30) days of Seller’s acceptance of the Purchase Order, unless otherwise mutually agreed upon by the parties in writing. When the Purchase Order requires that the Services be performed at Buyer’s property or at another job site, all such Services shall be performed in strict compliance with union regulations, Seller shall obtain insurance satisfactory to Buyer in addition to any other insurance requirements set forth elsewhere in the Purchase Order and Seller shall obtain such affidavits of payment and releases/waivers of lien, and comply with such other requirements as required by Buyer.
- (iv) Seller acknowledges that time is of the essence with respect to Seller’s obligations hereunder and the timely delivery of the Goods and/or Services, including all performance dates, timetables, project milestones and other requirements in the Purchase Order.
- (v) Seller shall provide adequate assurance of due performance of Seller’s obligations in the Purchase Order within three (3) business days after Buyer’s written demand for such assurance. Failure to provide such assurance shall be deemed a default of the Purchase Order.

- (vi) If any software is necessary to operate the Goods, Seller hereby grants to Buyer a perpetual, irrevocable and transferable license to use such software and any accompanying manuals. Seller shall provide Buyer with any updates, changes or modifications to such software and user manuals at no additional charge. Seller warrants that it has the right, title and authority to license any such software and that such software does not infringe on any other party's copyright, patent or other intellectual property rights.
- d. **Quantity.** If Seller delivers less than ninety-five percent (95%) the quantity of Goods ordered by the specified Delivery Date, Buyer may reject all or any Goods so delivered and Seller shall be in default. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
- e. **Shipping Terms; Title; Risk of Loss.** Delivery shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point, subject to Buyer's right of inspection, approval and acceptance within a reasonable time after arrival. Seller agrees that until Buyer accepts the Goods, Seller assumes the entire risk of loss from any cause whatsoever. Seller acknowledges that Buyer may be purchasing the Goods and/or Services on behalf of one or more homeowners associations for resorts that are managed by or through Diamond Resorts Management, Inc. or one of its parents, subsidiaries or affiliates. In all such cases, title shall pass to the homeowner association, which shall have direct recourse against Seller to enforce the Purchase Order and Purchase Order Terms & Conditions. Seller represents and warrants that when Buyer takes title to the Goods, title will be free and clear of all liens and encumbrances. Seller further agrees to execute any and all documents which Buyer deems necessary to effectuate the transfer of title.
- f. **Right of Inspection.** Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly and no later than ten (10) calendar days replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate the Purchase Order for cause as set forth below. Any inspection or other action by Buyer under this Subsection shall not reduce or otherwise affect Seller's obligations under Purchase Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. Buyer may inspect material or equipment in Seller's plant or facility during production without waiving right to subsequent rejection for undiscovered or latent defects.
- g. **Importer of Record.** Seller shall act as the importer of record and shall be responsible for all duties and cash deposits that may be imposed or assessed by U.S. Customs and Border Protection.
- h. **Seller's Obligations Regarding Services.**

Seller shall:

- (i) before the date on which the Services are to start, obtain, and at all times maintain, all necessary

licenses and consents and comply with all relevant laws applicable to the provision of the Services;

- (ii) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
- (iii) maintain complete and accurate records relating to the provision of the Services, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of the Purchase Order and for a period of five (5) years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;
- (iv) obtain Buyer's written consent, which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**" and collectively, "**Permitted Subcontractors**"). Buyer's approval shall not relieve Seller of its obligations under the Purchase Order, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of the Purchase Order as if they were Seller's own employees. Nothing contained in the Purchase Order shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;
- (v) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of the Purchase Order, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;
- (vi) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;
- (vii) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and
- (viii) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

i. **Warranties.**

- (i) Seller represents and warrants that it has good title to all Goods and that all Goods will:
 - (1) be free from any defects in workmanship, material and design;
 - (2) conform to applicable specifications, drawings, designs, samples and other requirements as may be set forth in the Purchase Order;
 - (3) be fit for their intended purpose and operate as intended;
 - (4) be merchantable;

- (5) be free and clear of all liens, security interests or other encumbrances; and
- (6) not infringe or misappropriate any third party's patent or other intellectual property rights;
- (7) shall have the appropriate governmental approvals or testing laboratory certifications to conform to all applicable international, national, federal, state and local government codes where the Goods are delivered.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer and shall succeed to Buyer, its successors and assigns and all persons to whom the goods are resold. If any of the Goods do not comply with the foregoing, Buyer shall have the right to reject them or to cancel the Purchase Order without prejudice to any right to damages for such breach or to any other rights arising therefrom, or to retain the Goods and recover the damages from Seller for such breach of warranty. In such event, continued use of the Goods by Buyer shall not constitute a waiver of Seller's breach of warranty.

- (ii) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Purchase Order; and
 - (iii) All warranties set forth in this Subsection are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Subsection, Seller shall, at its own cost and expense, promptly within ten (10) calendar days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.
- j. **Change Orders.** Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the Services. Seller shall within five (5) business days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, in its sole discretion, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of the Purchase Order. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under the Purchase Order.
- k. **Buyer Materials.** Buyer is and shall remain the exclusive owner of all right, title and interest in and to any and all: (a) drawings, specifications, plans, processes, concepts, information, devices, enhancements, models, engineering, technology, schematics, models and any other materials, information or property (whether tangible or intellectual property) furnished or disclosed to Seller by Buyer in connection with the Purchase Order ("**Buyer Provided Materials**"); (b) modifications, enhancements, updates, upgrades, translations, adaptations, customizations, improvements, revisions and derivative works to and of Buyer Provided Materials, whether conceived, suggested, developed, or authored by Buyer, Seller or any other party ("**Modifications**"); and (c) materials or work product of Seller of any kind, whether tangible or intangible, conceived, developed, suggested or authored in connection with the Purchase Order, all of which materials or work product shall be deemed "work for hire" or otherwise assigned by Seller to Buyer at any time upon Buyer's request ("**Seller Work Product**") (Buyer Provided Materials, Modifications and Seller Work Product shall be collectively referred to as

“Buyer Materials”). Buyer Materials may not be used in the production, manufacture or design of articles not for Buyer’s purchase and use without written approval of Buyer. Buyer Materials shall be held and used at Seller’s risk. Upon completion of the deliverables hereunder or upon termination of the Purchase Order, Buyer Materials shall be delivered to Buyer at Seller’s expense and all electronic and tangible copies of Buyer Materials erased or destroyed. Prices set forth in the Purchase Order include charges for all Buyer Materials.

- l. Termination with Cause.** In addition to any other rights and remedies set forth herein or under law (including, without limitation, damages), Buyer reserves the right to cancel the Purchase Order, wholly or in part, if: (1) the Goods fail to conform to the warranty requirements in the Purchase Order; (2) Seller fails to make deliveries as specified in the Purchase Order or Buyer’s supplemental schedules; or (3) Seller breaches any other term or condition of the Purchase Order. In addition, Buyer may immediately cancel the Purchase Order if any of the following occurs: (1) insolvency of Seller; (2) filing of a voluntary petition in bankruptcy by Seller; (3) filing of an involuntary to have Seller declared bankrupt unless such petition is vacated within thirty (30) days from the date of filing; (4) appointment of a receiver or trustee for Seller unless such appointment is vacated within thirty (30) days after the date of such appointment; or (5) execution by Seller of an assignment for the benefit of creditors. In the event of any such cancellation, Buyer, without prejudice to any other rights available to Buyer for breach of contract, shall have the right: (1) to refuse to accept delivery of the Goods or performance of the Services; (2) to return to Seller any Goods already accepted and recover from Seller all payments made therefore and for freight, storage, handling and other expenses incurred by Buyer; (3) to be relieved from liability for any future payments to Seller; (4) to recover any advance payments to Seller for undelivered or returned materials or Services to be performed; and (5) to purchase the Goods elsewhere and charge Seller with any resulting losses. No returned material will be replaced without Buyer’s written replacement order.
 - m. Termination and Suspension without Cause.** Buyer reserved the right to cancel the Purchase Order, in whole or in part, at any time, without cause or default of Seller, and to make changes in specifications and requirements. Seller shall, upon Buyer’s request, immediately suspend shipments of material and performance of Services for reasonable periods. Any extension in times of delivery and performance, and losses or damages to Seller resulting from such cancellations or suspensions, shall be equitably adjusted between Buyer and Seller and the Purchase Order modified accordingly. However, Buyer shall not be liable for failure to accept Goods or Services arising from causes beyond Buyer’s reasonable control, such as floods, fires, court orders, strikes, work stoppages or act of governmental authorities.
- 3. COMPLIANCE WITH LAWS; HUMAN RIGHTS AND ETHICS PROVISIONS.**
- a. Compliance with Laws.** Seller represents and warrants that Seller, Seller’s parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, all Permitted Subcontractors and any other contractor, supplier, agent or other party that carries out or provides any services or any activities related to the Purchase Order, Goods and/or Services (**“Seller’s Parties”**) shall at all times comply with all applicable state, national, federal and international laws, regulations and rules and shall maintain in effect all licenses, permissions, authorizations, consents and permits that are needed to carry out its obligations under the Purchase Order, including, but not limited to, all export and import laws of all countries involved in the sale of the Goods or any resale of the Goods by Seller, and all laws relating to human rights, labor rights, the humane treatment of animals, stewardship of the environment, forced labor, child labor, human trafficking, sexual and gender-based violence and product safety, workplace health and safety and freedom of association (**“Applicable Laws”**). Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may immediately terminate the Purchase Order if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods upon prior written notice to Seller and without any Seller’s right to cure.

- b. **No Forced or Child Labor.** Seller represents and warrants, on behalf of itself and all Seller's Parties, that it does not and shall not: (i) utilize prison or forced labor; (ii) employ workers who do not meet the applicable minimum legal age requirements in the country in which they are employed; (iii) use corporal punishment, harassment or any other form of mental, physical or verbal coercion, abuse or punishment as a form of discipline; or (iv) discriminate against any employees or other persons on the basis of their race, age, gender, religion, disability or any other legally protected class or group covered by any anti-discrimination laws.
- c. **Ethical Business Practices.** Seller represents and warrants, on behalf of Seller and on behalf of all Seller's Parties: (i) that it will not, in connection in any way to or with the Purchase Order, offer, promise, or authorize the payment of money or anything of value, directly or indirectly, to any (1) official, agent or employee of a government or of any department, agency or instrumentality thereof; (2) political party official, political party or candidate for political office; or (3) official, agent or employee of a public international organization in order to secure any undue or improper advantage or benefit related to the Purchase Order, Goods or Services; (ii) that it will not accept, or pay, any undisclosed or illegal commissions, fees or awards from or to any product or service providers or vendors or any other person or party associated in any way with the Purchase Order, Goods or Services; and (iii) that it will adhere to any and all additional requirements established by Buyer related to ethical business practices, which are hereby incorporated into the Purchase Order.
- d. **Confirmation; Notification.** Buyer reserves the right to request confirmation of compliance with the requirements in this Section. Seller shall promptly report any actual or suspected illegal or unethical behavior to Buyer, or any breach or violation of this Section. Seller's breach of this Section shall be a material breach and default of the Purchase Order.

4. GENERAL PROVISIONS.

- a. **Currency; Language.** The currency for all transactions under the Purchase Order shall be U.S. dollars unless a different currency is specifically agreed to by Buyer in writing. The language governing the Purchase Order and any transactions or other matters arising out of the Purchase Order is English. All warranties, manuals and other materials furnished by Seller to Buyer shall be in English. If there is a discrepancy between the English language version of any document furnished hereunder and a version of any such document existing in any other language, the English language version shall govern.
- b. **Confidential Information.** All non-public, confidential or proprietary information of Buyer, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, business, financial accounting, insurance and marketing information, analyses, forecasts, predictions or projections, membership information and terms, names and identifying information about any member, investor, shareholder, owner or customer of Buyer or its affiliates, customer, vendor or supplier lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Purchase Order is confidential, solely for the purpose of performing the Purchase Order and may not be disclosed, used or copied other than in connection with the Purchase Order unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Subsection.
- c. **Indemnification.** To the fullest extent permitted by law, Seller agrees to and shall indemnify, defend and hold harmless Buyer, Diamond Resorts International, Inc., and in the event Buyer has entered into any Purchase Order for or on behalf of or at the direction of any homeowners association, each such homeowners association and each of their respective subsidiaries, parents and affiliates, and each of their respective officers, directors, members, managers, employees, partners, shareholders and agents

(individually an “**Indemnified Party**” and collectively, “**Indemnified Parties**”), from any causes of action, suits, liens, losses, judgments, debts, damages, claims and demands which arise from or relate to (a) Seller’s performance or failure to perform under this Purchase Order, (b) the acts or omissions of Seller’s Parties, (c) Seller’s breach of any provision, representation or warranty of this Purchase Order, (d) the intentional, willful, illegal, dishonest or negligent acts or omissions by Seller, its subsidiaries, parents and affiliates, Permitted Subcontractors, any other party contracted or hired by Seller, and each of their respective officers, directors, members, managers, employees, partners, shareholders, contractors and agents (collectively, “**Seller Parties**”), (e) any claim that any Indemnified Party’s use and/or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party (“**Intellectual Property Claims**”) and (f) any breach or violation of any Applicable Laws, of or by, Seller or any Seller Parties (each, an “**Indemnification Event**”). For Intellectual Property Claims, in addition to any other obligations imposed on Seller, Seller shall also pay and/or discharge any and all judgements or decrees, which may be rendered in any such suit, action or proceeding against Buyer if Buyer is enjoined from using the Goods and Seller shall, at its sole expense, either procure for Buyer the right to continue using the Goods or modify the Goods to become non-infringing, or repurchase them from Buyer at the original purchase price including the transportation, installation (if any) and any other costs related to the purchase thereof, as required by Buyer in its sole election. This Subsection shall survive the expiration or termination of this Purchase Order for any reason whatsoever.

- d. **Insurance.** During the term of the Purchase Order, Seller shall, at its own expense, purchase and maintain in full force and effect the following types and amounts of insurance from financially sound and reputable insurers (or such other types of insurance and/or amounts required by Buyer): commercial general liability (including product liability) in an amount not less than \$1,000,000 combined single limit and \$2,000,000 general aggregate; workers’ compensation insurance in the form and amount required by Applicable Law covering any employees or agents of Seller performing any Services or other services including those related to any delivery of any Goods; and auto liability in an amount no less than \$1,000,000 combined single limit. The general liability insurance shall include contractual liability insurance insuring Seller’s liability under the Purchase Order including its indemnification obligations herein. Upon Buyer’s request, Seller shall provide Buyer with a certificate of insurance from Seller’s insurer evidencing the insurance coverage specified in the Purchase Order. The certificate of insurance for the general liability and auto liability insurance shall name Buyer, and its parents, subsidiaries and affiliates as an additional insureds, and in the event Buyer has entered into any Purchase Order on behalf of or at the direction of any homeowners association, such homeowners association shall also be named as additional insureds. Seller shall provide Buyer with thirty (30) calendar days’ advance written notice in the event of a cancellation or material change in Seller’s insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation or recovery against Seller’s insurers and Seller. Permitting Seller to start work or releasing any payment prior to compliance with these insurance requirements shall not constitute a waiver thereof.
- e. **Governing Law; Venue.** All matters arising out of or relating to the Purchase Order are governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada. Any legal suit, action or proceeding arising out of or relating to the Purchase Order shall be instituted in the federal courts of the United States of America or the courts of the State of Nevada in each case located in the City of Las Vegas and County of Clark, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties expressly intend that the Purchase Order shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Seller agrees to pay all reasonable and documented attorneys’ fees and expenses incurred by

Buyer in enforcing, or related to Seller's breach of, the Purchase Order or the Purchase Order Terms & Conditions and any and all costs incurred in enforcing, perfecting and executing any judgment against Seller. This Subsection shall survive the expiration or termination of the Purchase Order for any reason whatsoever.

- f. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications in connection with the Order (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Purchase Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Subsection. Notwithstanding anything to the contrary contained in the Order, all notices to Buyer must include a copy to both of the following for any such notice to be effective: by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid) to:

Diamond Resorts
10600 West Charleston Blvd.
Las Vegas, NV 89135
Attn: General Counsel
And by email to: notices@diamondresorts.com

- g. **Severability; No Waiver.** If any term or provision of the Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Purchase Order or invalidate or render unenforceable such term or provision in any other jurisdiction. The failure of Diamond at any time to require performance by Service Provider of any provision hereof shall not be construed as a waiver of such provision and shall not affect in any way the full right to require such performance at any time thereafter. Remedies herein reserved to Buyer shall be cumulative and additional to any other remedies provided in law or equity.
- h. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order without the prior written approval of Buyer, to be given or withheld by Buyer in its sole and absolute discretion. Any purported assignment or delegation in violation of this Subsection shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations under the Purchase Order.
- i. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Purchase Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- j. **No Third-Party Beneficiaries.** The Purchase Order is for the sole benefit of the parties hereto, the Indemnitees and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Purchase Order.
- k. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performing its obligations under the Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been

foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Purchase Order. If a Force Majeure Event prevents Seller from carrying out its obligations under the Purchase Order for a continuous period of more than ten (10) calendar days, Buyer may terminate the Purchase Order immediately by giving written notice to Seller.

- l. **Survival.** Provisions of the Purchase Order which either expressly or by their nature should apply beyond their terms will remain in force after any termination or expiration of the Purchase Order.

- m. **Amendment and Modification.** The Purchase Order may only be amended or modified in a writing stating specifically that it amends the Purchase Order and is signed by an authorized representative of each party.