



ADB Safegate Customer Quotation

Q0015023

PROVIDED TO:
AM004 CENTRAL US
COLUMBUS, - 43230

ADB SAFEGATE AMERICAS, LLC
977 GAHANNA PARKWAY
COLUMBUS, OHIO 43230-0829
TEL: 614-861-1304
FAX: 614-864-2069

| QUOTE DATE | QUOTE # | QUOTE REV # | AIRPORT NAME | CUSTOMER # | | |
|---|-----------------|---|-----------------------------------|------------------------------------|------------|----------------|
| 4/1/2020 | Q0015023 | 1 | Kansas City International Airport | R0001002951 | | |
| TAKEN BY | EXPIRATION DATE | PROJECT NAME | PROJECT # | | | |
| Winkelman (Tim) | 6/30/2020 | Replace BRITE System April 2020 Airport Purchase Opp1 | C-SMC1020001 | | | |
| BID ITEM | LN# | QTY | P/N | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
| 1 | 10 | 1.00 | | Replace all BRITE Equipment | 738,842.67 | 738,842.67 |
| Consists of: | | 1.00 | | PROJECT UPGRADE | | |
| Project Upgrade to be completed by PEG | | | | | | |
| Bid Line Notes | | | | | | |
| See attached statement of work for equipment and project details. | | | | | | |
| 2 | 20 | 33.00 | | L-852C LED | 917.53 | 30,278.53 |
| Consists of: | | 24.00 | | D2CJ3GG0DMF00U0 | | |
| | | 5.00 | | D2CJ3YY0DMF00U0 | | |
| | | 4.00 | | D2CJ3YG0DMF00U0 | | |
| | | 198.00 | | 64A0176/48 | | |
| | | 198.00 | | ACC0375 | | |
| | | | | CEC LOCKWASHER PAIRS S.S 3/8" 2 EA | | |

| BID ITEM | LN# | QTY | P/N | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|--------------|-----|---------|----------------|---|------------|----------------|
| 3 | 30 | 190.00 | | L-852D LED | 986.05 | 187,349.41 |
| Consists of: | | | | | | |
| | | 130.00 | D2DJ3G0DMF00U0 | L-852D,G/G,NOTOE,W/MON,NO AK,6B,GND 2CD | | |
| | | 57.00 | D2DJ3Y0DMF00U0 | L-852D,Y/Y,NOTOE, MON,NO AK,6B GND 2CD | | |
| | | 3.00 | D2DJ3Y0DMF00U0 | L-852D Y/G W MON 2CD NOAK, 6B, GND 2CD | | |
| | | 1140.00 | 64A0176/48 | 3/8-16 X 3 HX HD SS | | |
| | | 1140.00 | ACC0375 | CEC LOCKWASHER PAIRS S.S 3/8" 2 EA | | |
| 4 | 40 | 417.00 | | L-852G LED | 1,016.06 | 423,696.06 |
| Consists of: | | | | | | |
| | | 417.00 | IRGL/11111 | IRGL L-852G PLC 60Hz NO ARCKIT,ST3,2W | | |
| | | 408.00 | 70A0761 | 2 Pole to 2/2 Pole Wye Cable | | |
| | | 2448.00 | 64A0176/48 | 3/8-16 X 3 HX HD SS | | |
| | | 2448.00 | ACC0375 | CEC LOCKWASHER PAIRS S.S 3/8" 2 EA | | |
| 5 | 50 | 66.00 | | L-804 LED | 2,946.18 | 194,447.72 |
| Consists of: | | | | | | |
| | | 66.00 | ERGL/13110 | ERGL CUR W/MON FAA W/O PHOTO 60HZ | | |
| | | 64.00 | 44A7024 | ERGL-TO-AGLAS CORDSET ADAPTOR | | |
| | | 64.00 | 1832RGL | L867B HD BASE PLT RGL 3/8X12 - 2" | | |
| 6 | 60 | 219.00 | | Transformers 30/45W | 61.26 | 13,415.94 |
| Consists of: | | | | | | |
| | | 219.00 | 15T045666010 | ISOL TX 30/45W 6.6:6.6 L-830-1 | | |
| 7 | 70 | 670.00 | | Transformers 65W | 69.25 | 46,396.16 |
| Consists of: | | | | | | |
| | | 603.00 | 15T065666010 | ISOL TX 65W 6.6:6.6 L-830-3 | | |
| | | 67.00 | 15T100666010 | ISOL TX 100W 6.6:6.6 L-830-4 | | |

Total Price: 1,634,426.49

Reservation Clause

Purchaser acknowledges that ADB Safegate is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under the Contract, including any export license requirements. Purchaser agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by ADB Safegate of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD ADB HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

This quotation is solely the interpretation of ADB Safegate as to the intent of the plans and specifications. Final quantities and bill of material are the responsibility of the customer and will be negotiated prior to acceptance of a purchase order. This quotation covers only the materials listed herein and is not intended to be interpreted as inclusive of any and all airfield lighting materials necessary for the project, (i.e. per "plans and specs") unless agreed in writing by ADB Safegate. Orders after quotation expiration date are subject to price increases.

This quotation is a solicitation for offer only and is to be used by the recipient for purposes of bid or quote preparation. Any disclosure to a third party of the information contained herein is prohibited.

Unit price shall prevail in the event of a conflict between unit prices, price extensions, and/or quantities.

This quotation reflects spreading various costs arbitrarily over the entire bill of material listed. Unit prices are for reference only. Prices valid for the purchase of individual items can be supplied upon written request.

Unless otherwise agreed upon, ADB Safegate's Standard Terms and Conditions apply. Any applicable duties or sales, use, imports, excise, value-added or similar taxes ARE NOT INCLUDED in the prices and will be added and invoiced unless an acceptable exemption certificate or certificate for resale is furnished. All monetary amounts are in US dollars. This proposal is subject to the ADB Safegate terms and conditions of sales and any acceptance of this proposal shall be limited to those terms.

DISCOUNTS ARE TYPICALLY VALID TOWARDS THE PURCHASE OF THE ENTIRE QUOTED BILL OF MATERIAL (BOM). ANY DELETION OF SPECIFIC BID ITEM(S) OR DEVIATIONS OF MATERIAL MAY INVALIDATE THE DISCOUNT AND THE BOM WILL BE SOLD AT THE ORIGINALLY PUBLISHED QUOTE PRICE (LATEST REVISION). IF DELETIONS OR DEVIATIONS OF MATERIAL ARE PER THE DESIGN ENGINEER, THIS WILL NOT NEGATE THE DISCOUNT.

Thank you for your interest in ADB Safegate products.

Buyer and successors of Buyer are limited to the remedies specified in this Article 2 and shall have no other remedies for nonconformity in the goods and services. Buyer agrees that these remedies provide Buyer and its successors with a minimum adequate remedy and are their exclusive remedies, whether Buyer's or successors' remedies are based on contract, warranty, tort (including negligence), strict liability, indemnity, or any other legal theory, and whether arising out of warranties, representations, instructions, operating documentation, installations, or non-conformities from any cause. (g) Unless otherwise provided in this Contract, the fees for this Software license are included in the purchase price of the goods. Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

5. PATENTS: Seller shall pay reasonable costs and damages finally awarded in any suit against Buyer or its vendees to the extent based upon a finding that the design or construction of the goods as furnished infringes a United States or Canadian patent, as applicable (except infringement occurring as a result of incorporating a design or modification at Buyer's request), provided that Buyer promptly notifies Seller of any charge of infringement, and Seller is given the right at its expense to settle such charge and to defend or control the defense of any suit based upon such charge, including without limitation the selection of legal counsel and experts. Seller shall have no obligation hereunder with respect to claims, suits or proceedings, resulting from or related to, in whole or in part, (i) the use of software or software documentation, (ii) compliance with Buyer's specifications, (iii) the combination with, or modification of, the goods after delivery by Seller, (iv) the use of the goods, or any part thereof, in the practice of a process, or (v) any goods, to the extent the goods were not manufactured by Seller. THIS ARTICLE SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO PATENTS.

6. PERFORMANCE AND DELAYS: It is the Seller's desire to attempt to accommodate the delivery requirements of its Buyers. When placing an order, Buyers should specify the approximate date materials are required. Seller will make every reasonable effort to comply with the Buyer's requirements. However, Seller does not guarantee dates of shipment or delivery. Shipping schedules given by seller are approximate and are given with the best information available. Seller shall not be liable for any loss or damages as a result of any delay in delivery, including but not limited to losses in the form of liquidated dam-ages. Orders received with a "HOLD" (for release, for approval, etc.) are not processed for manufacture until Buyer gives release. Orders which do not specifically waive submittals are considered "hold for approval of submittals." Estimates of normal shipping time should be interpreted as being from time of release. Timely performance by Seller is contingent upon Buyer's supplying to Seller, when needed, all required technical information and data, including drawing approvals, and all required commercial documentation. If Seller suffers delay in performance due to any cause beyond its reasonable control, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give to Buyer notice within a reasonable time after Seller becomes aware of any such delay. Any item of the goods on which manufacture or shipment is delayed by Buyer may be placed in storage by Seller for Buyer's account and risk, and Buyer shall pay all charges for storage and other incidental expenses incurred by Seller in the event of delayed shipment.

7. SHIPMENT, TITLE, RESPONSIBILITY AND RISK OF LOSS: Unless otherwise agreed in writing by the Seller, Section 7 shall set forth the terms for shipment, title, responsibility and risk of loss. The term "shipment" shall mean the process of transportation of the goods beginning with delivery to the initial carrier in accordance with the delivery terms of this order. Unless otherwise agreed upon, Seller will select method of transportation, route of shipment, and carrier of choice. Seller will be responsible for claims related to loss or damage if Seller is responsible for transportation cost. Title of the goods shall be dictated first by contract; second by purchase order; and third by any other agreed upon terms documented and agreed upon by the Seller and Buyer. For international shipments, title of the goods shall be dictated first by contract; second by Letter of Credit (if applicable); third by purchase order; and fourth any other agreed upon terms documented and agreed upon by Seller and Buyer. Risk and Responsibility, as they relate to international shipments, shall be dictated by INCO Terms 2010. Seller and Buyer shall agree upon INCO Term 2010 prior to shipment of any kind. All international shipment cost responsibilities associated with Incidents; Return Material Authorizations (RMAs); incorrect order placement; material management errors are to be made by the Management of the Seller and Buyer (eg. Delivery Duty Paid versus Duty Drawback). Seller shall not be responsible for damage to the goods after having received "in good order" receipts from the Management of receiving warehouse. All claims for loss, damage and delay in transit are to be handled by the paying party of the transportation cost regardless of a domestic or international sale. Claims for shortages or incorrect items must be made in writing to Seller within thirty days after receipt of shipment. Failure to give such notice shall constitute an irrevocable acceptance of the goods. Claims for carrier will be allowed to any common-carrier free-delivery point within the Continental United States, excluding Alaska and Hawaii, on shipments exceeding USD \$3,500 net or more, providing Seller selects the carrier. On shipments to Alaska and Hawaii of USD \$3,500 net or more, freight will be allowed to the port of departure/loading (sea or air) from the Continental United States. Shipments destined for Alaska or Hawaii will be subject to a prorated transportation cost. Domestic shipments requiring redirection of product not initially known on the purchase order may be subject to a redirect fee that will be passed onto Buyer. Redirect costs are typically \$75-\$125. No "paid by Seller" freight will be allowed for shipments at the Buyer's request under USD \$3,500 net. For all other domestic shipments less than \$3500, freight terms are FOB factory/EX-Works (EXW) (as that term is commonly used in the United States, meaning that Buyer shall pay all cartage costs from the Seller's factory), unless otherwise agreed by the parties in writing. ADB Safegate, LLC reserves the right to recognize revenue 30 days after date of notification to the Buyer that purchased material is ready for collection (eg. EXW).

8. RETURN OF MATERIALS: Material may be returned for credit only upon the prior authorization of ADB. All materials authorized for return must be sent to ADB freight prepaid. Materials returned to ADB are subject to a 20% restocking charge.

9. SYSTEM ACCEPTANCE BY CUSTOMER: Unless otherwise specified, inspection and final acceptance shall be at Seller's facility. Where Buyer has purchased a factory acceptance test, Seller shall verify completion of the combination of equipment, materials, software, and services ("System") or applicable portion thereof, in accordance with the factory acceptance test procedures submitted by Seller. Buyer may elect to witness the procedure by giving Seller reasonable advance notice prior to scheduled shipment. Buyer observation shall be at Buyer's expense. Where Buyer waives observation of the acceptance test, Seller shall certify that the results of the testing are in conformity with the test procedures. Buyer's acceptance shall be deemed to have occurred upon successful completion of such test.

When it is expressly provided that final acceptance shall be at destination, Buyer shall notify Seller in writing of any nonconformity of the System within thirty (30) days of the date of System shipment, and shall specify any nonconformity claimed. Seller shall, within a reasonable time, remedy any specified nonconformity at destination in accordance with Seller's warranty obligations set forth in Section 4. If such notice is not received by Seller within the stated time, acceptance shall be considered final as of the thirty-first (31st) day following date of System shipment.

10. TAXES: Any applicable duties or sales, use, excise, value-added or similar taxes assessed by the country of origin will be added to the price and invoiced separately to Buyer (unless an acceptable exemption certificate is furnished by Buyer). For international sales, Buyer is responsible for the payment and remittance of all duties or sales, use, excise, value-added or similar taxes assessed by the country of destination. Buyer shall indemnify and hold the Seller harmless against any and all liabilities owed to the tax authority in the country of destination as a result of Buyer not fulfilling its obligations under this section 10, including but not limited to duties, taxes, penalties, interest and reasonable legal, accounting and other advisory fees.

11. NONCANCELLATION: Upon acceptance by Seller, Buyer may not cancel or terminate for convenience, or direct suspension of manufacture, except with Seller's written consent and then only upon terms that will compensate Seller for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

12. LIMITATION OF LIABILITY: NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, TORT (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE

CONTRACT PRICE. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HERE-UNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. **GOVERNING LAW AND CONSENT TO JURISDICTION:** Seller and Buyer agree that these Terms and Conditions of Sale are governed by and shall be construed in accordance with the laws of the State of Ohio and the federal laws of the United States of America applicable in Ohio. The parties agree that any dispute in connection with these Terms and Conditions of Sale will be resolved by a Court sitting in Columbus, Ohio. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms and Conditions of Sale.

14. **CHOICE OF LANGUAGE:** The parties confirm that it is their express wish that these Terms and Conditions of Sale, as well as and other documents relating to these Terms and Conditions of Sale, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents, s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement. Las partes confirman que es su deseo expreso que los términos y condiciones de ventas, así como los documentos relacionados a estos términos y condiciones de ventas, incluyendo avisos, programaciones y autorizaciones, han sido y deberán continuar siendo en el idioma Ingles.



July 28, 2020

Mr. Matthew Briggs

Kansas City International Airport

Kansas City, MO 64153

Dear Mr. Briggs,

Please be advised ADB Safegate utilizes 0% DBE participation in our manufacturing operations.

Thank you kindly,

Robert A. Lizotte

Project Manager

ADB SAFEGATE

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