



JBT AeroTech Corporation, Jetway Systems®

1805 West 2550 South
Ogden, Utah 84401. U.S.A.

Office: 801.629.3125

Cell: 801.940.1809

Email: John.Thompson@jbt.com

July 17, 2020

Savannah Airport Commission
Attn: Monte Dixon, Facilities Manager
400 Airways Avenue
Savannah, GA 31408

Phone: 912.966.7966 ext. 3379

Email: MDixon@flySAV.com

Subject: Quotation for Ground Power Units. Quotation includes Ground Power Units and installation for Savannah Airport Authority at the Savannah/Hilton Head International Airport.

Enclosed is our Quotation **3731-C** dated **July 17, 2020**.

We appreciate the opportunity to submit this Quotation and look forward to being of service to you. JBT's terms and conditions are also enclosed.

Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Thompson', with a long horizontal flourish extending to the right.

John Thompson - Regional Sales Manager

JBT AeroTech Corporation

Airport Services | Ground Support Equipment | Jetway Systems® | Military Programs

www.jbt.com



DATE:
QUOTE
VALIDITY DATE

July 17, 2020
3731-C
September 15, 2020

"JBT Aerotech, acting through its, Jetway Systems Business Unit"

PROPRIETARY AND CONFIDENTIAL

QUOTATION

To: **Savannah Airport Commission**

Monte Dixson
Facilities Manager

Jetway Systems®
1805 West 2550 South
Ogden, UT 84401-3249
Phone: 801-627-6600

Subject: **New Jetpowers**

DESCRIPTION	UNIT PRICE	TOTAL
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1.) Ground Power Unit

Gate 2

Jetpower 3 - 90 KVA Combo Unit

\$43,658 /each

Includes:

- JTP3 Mounting Brackets
- Console Components
- Remote controller for Wheel Bogie
- 6 Button Controller Dual Outupt - 45' cord with bracket

Note: (Reuse onsite output cables and hoists)

Total for One (1): US Dollars \$43,658

2.) Ground Power Unit

Gate 9

Jetpower 3 - 90 KVA

\$ 36,150.00 /each

Includes:

- JTP3 Mounting Brackets
- Console Components
- Remote controller for Wheel Bogie
- 4 Button Controller - 45' cord with bracket

Note: (Reuse onsite output cables and hoists)

Total for One (1): US Dollars \$36,150

Opitonal Pricing:

- Adder For Combo \$7,508 /each
- Cable Hoist Tunnel Mounted \$4,913 /each
- 28 VDC Cable \$2,340 /each
- 28 VDC Cable Rack \$1,043 /each

3.) Start Up Included

4.) FREIGHT: Ogden to Savannah US Dollars \$1,235

Buyer is responsible for payment of all duties, port charges and taxes.

PROJECT TOTAL: USA Manufactured	US Dollars	\$81,043
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BEST DELIVERY AND OPERATIONAL DATES BASED ON TODAY'S MANUFACTURING SCHEDULE:

DELIVERY DATE: To be determined upon receipt of
OPERATIONAL DATE: fully executed contract

Jetway's® current manufacturing schedule changes daily depending on orders received. We will make every effort to deliver the required equipment within your projected time frame. However, in fairness to all of our customers, we cannot guarantee delivery and operational dates without a firm commitment represented by a fully executed contract and a corresponding down payment. Upon receipt of these documents, firm schedules will be established.

JOHN BEAN TECHNOLOGIES CORPORATION

Jeff Wheeler

Jeff Wheeler

Offered By:
Title: Site Controller, Jetway Systems
Date: July 17, 2020

Accepted By:
Title:
Date:

THIS QUOTATION IS MADE SUBJECT TO THE ATTACHED CONDITIONS OF SALE



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JBT AEROTECH CORPORATION CONDITIONS OF SALE

The following terms and conditions shall apply to contracts entered into by JBT AeroTech Corporation ("Seller"), operating through its Jetway® Systems business unit.

The conditions of sale quoted herein shall remain in effect and supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Seller otherwise agree in writing. As used throughout this Contract, the term "Product" or "Products" is defined to include all equipment, materials, supplies, components, and any services, engineering, design, and data or other work supplied by Seller under this Contract. Any modifications to the terms herein shall be deemed rejected unless expressly approved by Seller in writing

1. **QUOTATION VALIDITY:** This Quotation expires and becomes void on the stated validity date, unless on, or prior thereto, Seller has received (i) Buyer's order evidenced by its return of this Quotation signed in the space provided for Buyer's acceptance, or (ii) Buyer's Notice To Proceed, (referencing this quotation) to commence design or fabrication of the project herein specified. All orders are subject to acceptance at Seller's offices in Ogden, Utah, and any sale to Buyer hereunder shall be governed solely by the terms and conditions contained herein which shall supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding.
2. **PAYMENT TERMS:** Unless otherwise indicated in the Seller's Quotation, Product(s) sold under this contract require an advance payment of 30% of the total contract value. The remaining 70% shall be invoiced per the Quotation payment schedule. If there is no payment schedule in the Quotation, then
 - Domestic Payments:** will be by monthly progress payments based on an approved schedule of values.
 - International Payments:** will be made by means of an irrevocable confirmed letter of credit in a form satisfactory to Seller and drawn on a U.S. bank of seller's choice unless another form of payment is approved by seller. All prices quoted and payments tendered will be made in U.S. dollars unless another currency is agreed to by the seller. All costs relating to such letter of credit, including any bank confirmation charges, are for the account of the Buyer. Spare Part sales shall be 100% payable upon shipment of goods by Seller.
 - a. Terms are net 30 days subject to credit approval.
 - b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller may (1) withhold deliveries and suspend performance, (2) continue performance if Seller deems it reasonable to do so, or (3) place the Products in storage pursuant to the provisions of Article 8 and Buyer shall be liable for all applicable costs resulting therefrom. In addition, Seller shall be entitled to an extension of time for performance of its obligations and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.
3. **PRICE:** This is a firm fixed price contract. Prices are FOB Origin (Ex-Works) unless noted otherwise on the quotation. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.
4. **TAXES/DUTIES:** State sales and/or use taxes, and duties or import/export fees are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid. Unless otherwise specified in Seller's quotation, duties fees, charges or assessment of any kind levied by any governmental authority of the destination country outside of the USA will be the responsibility of the Buyer
5. **DELIVERY:** The shipment of all Products shall be scheduled as mutually agreed. Partial deliveries shall be permitted. Delivery times are approximate and are dependent upon timely receipt by Seller of all necessary equipment definition (paint color, desired carpet, column heights, etc.) and information from the Buyer necessary to proceed with the manufacturing work. In the event Buyer does not timely provide the requested definition and information, the delivery time will be delayed accordingly and Seller will notify Buyer of the next available delivery time for the Equipment which is compatible with Seller's factory production schedule.



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6. **DELAYS:** In the event Seller should be requested by, or caused by, Buyer to delay its delivery and/or installation of any Product(s) purchased under this Contract, Seller shall be entitled to the following:
- a. A monthly storage fee will be assessed for all delayed Products pending final delivery and installation at Buyer's site(s);
 - b. Any additional costs incurred by Seller in repairing and refurbishing the Product(s) to original condition following such storage period and preliminary to delivery to Buyer;
 - c. Any extra handling costs incurred in extra or double handling of the Product(s) to accommodate Buyer caused or requested delays;
 - d. Any extra costs to Seller that have already been allocated, that will be re-incurred (such but not limited to engineering, project management, and mobilization) during the completion of the Product(s);
 - e. Payment in full for the Product(s) completed in accordance with the Buyer's contract schedule but placed into storage to accommodate the Buyer
 - f. Repricing of the Product(s) to account for inflation in the event that the delivery date of the Product(s) is delayed into a future calendar year.
7. **FORCE MAJEURE:** Seller shall not be in breach of this Contract if it does not perform, or is delayed in performing any of its obligations under this Contract for causes including but not limited to: acts of god, act (including failure to act) of any governmental authority, wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or inability due to causes beyond Seller's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or Buyer authorizations or instructions, definition or information required for Seller to complete the manufacture of the equipment.
8. **RISK OF LOSS & TRANSFER OF TITLE:** Full risk of loss shall pass to the Buyer upon Delivery of products. However, Seller retains title, for security purposes only, to all products until paid for in full. Seller may at Seller's option repossess the same upon buyer's default in payment hereunder and charge Buyer with any deficiency.
9. **INSTALLATION:** In the event Seller is responsible for installation of the Products, Buyer agrees to provide Seller and/or its subcontractors full and timely access to the installation site, available power for testing, and an uninterrupted installation schedule. In the event that Seller shall suffer any costs or expense due to delays at the site that are beyond Seller's control, Buyer shall be charged with Seller's increased costs so incurred.
10. **PRODUCT ACCEPTANCE:** The Buyer reserves the right to inspect all Product(s) and associated work within ten (10) business days of notice from the Seller to the Buyer that the applicable work is substantially complete. Buyer shall identify in writing all punch list items during the inspection and Seller shall immediately correct such items. Buyer shall inspect and provide a final acceptance certificate within five (5) business days of notice from the Seller to the Buyer that all punch list items have been corrected. If the Buyer does not inspect the Product within the ten (10) of notice from the Buyer, or takes Beneficial Use of the Product, then the Product will be deemed accepted and any subsequent defects will be processed as a warranty claim. (NOTE: "Beneficial Use" is defined as: When the Buyer begins using the Products for their intended purpose.)
11. **NEW PRODUCT WARRANTY**
- a. Seller warrants that Products manufactured by Seller shall be free from defects in material, workmanship, and title and shall be of the kind and quality specified or designated by Seller in this Contract for a period of one year from the date of final acceptance or Beneficial Use or 18 months from shipment of the product, whichever occurs first. Defective and nonconforming items must be held for Seller's inspection and if requested returned to the Seller's manufacturing facility. **THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.**
 - b. Upon Buyer's submission of a claim as provided above and following its substantiation, seller shall provide a replacement part for the defective or faulty part.
 - c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages.
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- d. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.
- e. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance manual. The required maintenance must be performed and records maintained for Seller's review and inspection if requested.
- f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following after-installation-adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.
- g. Should Buyer elect to have the installation of the Product(s) performed by someone other than Seller, the warranty shall not commence until the Product(s) has been inspected and approved for fitness of operation by the Seller. Costs for this inspection shall be borne by the Buyer.

12. REFURBISHED PRODUCT WARRANTY: Seller warrants that any rehab work performed will meet all applicable specifications and other specific product and work requirements of this agreement and will be free from defects in material and workmanship for a period of one year from final acceptance of the work or beneficial occupancy, whichever occurs first. All parts not manufactured by Seller that are purchased from other vendors shall be warranted for 6 months or the vendor's stated warranty for the part whichever is less. The sole remedy for breach of this warranty is the repair or replacement (at Seller's option) of the defective good, and Seller will not be liable under this warranty for labor to remove or reinstall the good, for transportation or freight on the good or any replacement good, for down time or for any other costs. All other terms stated in Article 12 above shall apply.

13. PATENT INFRINGEMENT:

- a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.
- b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

14. INDEMNIFICATION AND CONSEQUENTIAL DAMAGES: Seller shall indemnify, defend, and hold harmless Buyer from third party claims against any loss, liability, claim, injury to persons, or property damage ("Loss") to the extent that such Loss was caused by the Seller its employees, agents, subcontractors, or affiliates.

15. TERMINATION BY BUYER: Buyer reserves the right, at any time and for its convenience, to terminate this Order in whole or in part by written notice to Seller. Immediately upon receipt of such notice, Seller shall stop all work hereunder except



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as otherwise directed by Buyer. If Seller is not in default of any of its obligations hereunder at the time of such termination, Buyer shall pay to Seller, as Seller's sole and exclusive remedy, an amount equal to: (a) reasonable and documented costs incurred by Seller prior to termination, plus the reasonable profit prorated on the portion of work completed, less the disposal or retention value of termination inventory; and (b) the reasonable and necessary cost, if any, incurred by Seller in terminating the work. The above amounts, plus prior payments, shall in no event exceed the Contract Price as prorated to the portion of the order completed as of the time of Seller's receipt of such notice.

16. **STANDARDS:** Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Seller's quotation.
17. **LICENSES AND PERMITS:** Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.
18. **MANUALS:** The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold. One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.
19. **DISPUTES AND GOVERNING LAW:** This contract is set forth in the English language.
- a. **For Domestic Buyers:** This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.
- b. **For International Buyers:** This contract shall be governed under the laws of England. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interest, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's senior management within ninety (90) days after a party's initial notice of the dispute, the parties agree to resolve the dispute in accordance with the Rules of Arbitration of the International Chamber of Commerce and binding arbitration in London. This clause shall not preclude the parties from bringing an action in any court of competent jurisdiction for injunctive relief or other provisional remedy in relation to any dispute arising in connection with this contract.
20. **SUCCESSORS AND ASSIGNS:** This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. Except as provided below, neither party may assign this contract or delegate its performance thereunder by subcontract or other instrumentality, in whole or in part, without the prior written consent of the other party. However, the Seller may assign this contract to any subsidiary, affiliate or successor in interest without the consent of the Buyer, and will promptly notify the Buyer following any such assignment.
21. **CONFIDENTIALITY:** The parties acknowledge that during the execution of this Contract each party will provide confidential information to the other. Any confidential information will be expressly identify as such on its face or identified as such in writing no later than ten (10) working days after first disclosure. Both parties agree that such information is and will remain the property of the originator, and will use the information only for the intended purpose and protect the confidential information from disclosure to other person, and entities. Confidential Information shall not include information which (a) is already in the receiving party's possession at the time of receipt from the disclosing party; (b) is or later becomes public through no fault of the receiving party; (c) is lawfully received from a third party having no obligation of confidentiality to the disclosing party; (d) is required by law to be disclosed; or (e) is independently developed by the receiving party who did not have access to the Confidential Information.
22. **LIMITATION OF LIABILITY:**
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- a. Notwithstanding anything to the contrary elsewhere herein, In no event shall Seller's total aggregate liability under or in relation to this contract exceed the amount paid to Seller hereunder or USD \$1,000,000 whichever is lesser.
- b. Seller will not be liable in contract or in tort (negligence or strict liability), directly or otherwise for lost profits, loss of goodwill or opportunity, or for any indirect, special, incidental or consequential damages, arising out of or related to this contract, including but not limited to, loss of use, business interruption or delay of production.

23. SOFTWARE: Seller hereby grants to Buyer a non-exclusive, non-transferable and non sublicensable license to use the PLC control Software solely in conjunction with the operation of the Equipment provided under the contract and otherwise in accordance with any other applicable agreements in existence between the parties. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.

24. MISCELLANEOUS: The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.

25. ENTIRE AGREEMENT: This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged or terminated only by an instrument in writing executed by a duly authorized representative of the parties.