



September 29th, 2021

Carlos Salgado
Deputy Airport Director
MBJ Airports Limited
Sangster International Airport
Montego Bay, St. James
JAMAICA

RE: BD 8063 – MBJ Motor replacement

Dear Carlos,

With respect to your conversation with Glidepath Senior Project Manager, Tony Harry, please find our proposal to supply MBJ Airports Ltd with all hardware components to convert the following Direct-on-Line motors to VFD; T115, T116, T118, T119, T211, T212, T213, T218, T223, T311, T312, and T315.

Our proposal includes all motors shipped from our supplier to MBJ (via KIN airport), drawing updates, remote configuration, and remote commissioning with assistance of MBJ staff. Please see the following pricing:

Pricing

Item	\$USD
Motor Supply	\$11846.00
Misc Hardware	\$7534.25
Software, Configuration, and Commissioning Support	\$7460.57
Total	\$26840.82

Above in \$USD and excludes all taxes, fees, duties, and any government levies.



Scope of Supply

Motors, procured and shipped directly to KIN, MBI will be responsible for forward shipping from KIN to MBI airport.

Supply Pricing

Description	Make	QTY	\$ Unit	\$ Total
SK 225E-111-340-A-AUX 1.5kW 400vac	Nord	1	\$920.00	\$920.00
SK 225E-111-340-A-AUX 2.2kW 400vac	Nord	9	\$960.00	\$8640.00
SK 225E-111-340-A-AUX 4.0kW 400vac	Nord	2	\$1143.00	\$2286.00
Freight (TBD)				
Sub Total Motors				\$11846.00
Cable Isolator to VFD		20	17.83	\$356.66
VFD to Motor		20	21.48	\$429.66
Flex Conduit		30	10.11	\$303.43
Conduit Glands		24	10.34	\$248.23
Motor Isolator		12	161.63	\$1939.54
Isolator Mounting Plate		12	27.94	\$335.31
VFD Mounting Plate		12	37.14	\$445.71
Labels			28.57	\$28.57
Air Freight (AUK to MBI)		1	3447.14	\$3447.14
Total Misc Hardware				\$7534.25
Leads Assembly		8	78.57	\$628.57
Remote Configuration		16	122.00	\$1952.00
Remote Commissioning		16	122.00	\$1952.00
Drawings as-built's		8	122.00	\$976.00
PLC Software updates		8	122.00	\$1952.00
Total Labor				\$7460.57
Total				\$26840.82

*In USD and does not include taxes, duties, and any other Government levies. Freight TBD for motors.

The following services are included with our proposal:

- Documentation.
- Software implementation/testing.
- Equipment procurement and shipping, excluding motor shipment.
- Commissioning with MBI staff (remotely)
- Inclusion into support Contract at no additional cost, if still valid.

Excluded from Scope

- Spare parts.
- Ethernet cabling.
- Taxes and duties.

Assumption & Clarifications

- All prices in USD and do not include tax, duties and fees.
- This proposal is based on remote work being conducted during normal business hours, Monday-Friday (New Zealand)
- MBJ have a reliable connection to the controls network.
- MBJ is responsible for commissioning on site, Alstef will assist remotely.
- Parts delivery may be subject to worldwide shipping delays and/or material shortages.
- MBJ is responsible for any additional costs related to COVID-19 (e.g tests, equipment, etc.).
- Overages above the stated hours shown above are chargeable at a rate of \$125/hr.
- MBJ are responsible for overages resulting in additional accommodation, Ground transportation, per diem and airline charges.

Estimated Milestone Dates

- Shipping and Delivery – estimated 6 – 8 weeks for hardware components but may be longer due to the pandemic affecting shipping and materials.

Additional Conditions**COVID-19**

Our submission is made on the assumption that the current COVID-19 situation will improve in time to meet the programme submitted with this proposal. COVID-19 is a Force Majeure event and if the project is delayed as a result of COVID-19, then Glidepath shall require an extension to the project duration and costs (if any) in accordance with our submission. However, we will take all reasonable steps to mitigate delays and extra costs.

Payment Terms

- 50% of the contract value is to be paid within 14 days of the contract award as an advance payment into nominated Glidepath Bank account on submission of advance payment bond.
- The remaining 50% based on the commissioning and acceptance of the work.

Validity

This offer is valid for acceptance and placement of order for a period of 30 days from the date of this letter, and will be subject to our confirmation in writing, thereafter.

We look forward to working with you on this project. Please do not hesitate to contact us should you have any concerns.

Respectively.



Gary KANE
BHS Support Manager
Glidepath Systems

GENERAL TERMS AND CONDITIONS

Our offer and prices are subject to the following terms & conditions. These conditions will be included in the contract and shall take precedence over all other conditions of contract.

1. Design Standards

Glidepath will design and manufacture the materials handling system in accordance with the metric system and other internationally recognised standards, where appropriate, such as;

1. Conveyor Equipment Manufacturers Association (CEMA)
2. IATA/ICAO Airport Terminals Reference Manual
3. Applicable and acceptable Internationally Recognised Industrial Standards (the contractor to propose for the employer's representative approval).

2. Drawings And Specifications

Where the client has not provided a specification, Glidepath standard product specifications shall prevail. Any variation from Glidepath standard design may result in a price variation and adjustment to the account of the purchaser.

Glidepath will provide operating and maintenance manuals including all "as built documents and drawings" in paper copy and PDF electronic file.

Glidepath CAD files contain Glidepath Intellectual Property and will not be submitted in DWG format.

3. Information from client

Architectural and structural drawings (where applicable) in plan and elevation views for the BHS area are to be provided to us in .dwg format. Glidepath is unable to proceed with the design work until all relevant current and accurate building drawings and information are received.

4. Design Iterations

Glidepath has allowed for up to two iterations in its design process. If the number of iterations exceeds two due to reasons not attributable to Glidepath viz. change in design requirements by the client, it may result in additional cost to the purchaser.

5. Drawing Format

Glidepath will provide operating and maintenance manuals including "as built drawings" in paper copy or .pdf electronic file. Glidepath CAD file contain Glidepath propriety and intellectual property and will not be submitted in .dwg format.

Unless otherwise noted, Glidepath drawings shall have:

1. Title Blocks shall be Glidepath standard.
2. All dimensions in metric/ SI units.
3. All Language used shall be English

Any drawings with special title block, numbering convention or documentation system shall result in additional design time and cost to the purchaser.

6. Deliverables

The design and drawings supplied by Glidepath shall be sufficient to fulfil the following requirements:

1. Integrate the Glidepath product into the client's Architectural Drawings.
2. Allow sufficient detail for accurate quantities of Glidepath product and special equipment to be ordered and manufactured.
3. Give sufficient detail to allow Installation personnel to carry out installation under Glidepath's supervision.

7. Formal Submissions of Approval Documents

Unless requested otherwise at the bidding stage, Glidepath provides soft copies of all submission documents to the client or nominated client representative.

8. Approvals

We expect approvals for design and drawings to be advised within two weeks from receipt of the drawings by client. The drawings will be considered to be approved if no comment has been received within the required period. Approval given shall authorize progression of works based upon the approved documents. Changes requested after approval may result in a revision to the contract price. Delays incurred due to late approval or changes in design requirements by the purchaser may result in time extension revision to contract price.

9. General

The following general conditions are applicable:

1. In designing the Baggage Handling System (BHS) Glidepath takes no responsibility for the design of any of the building components to which the BHS may be attached. These building components include but are not limited to:
 - a. Building roof structure
 - b. All building structural components such as columns, beams and elevated concrete slabs and floors
 - c. Building foundations and the base concrete floor

It is the responsibility of the client to ensure that the building is designed in every respect to take the loads that will be imposed on it by the BHS. Any increase in cost to the BHS and its support system as a result of an alteration to the building structure will be a variation to the contract price."

2. All floor surfaces must be flat, level, and to within a tolerance of 5mm at a 3.0 metre radius from any point, to a maximum of 25mm over the conveyor footprint.
3. Glidepath will not take responsibility for radio frequency interferences or Emissions from 3rd party suppliers or brought in items.

10. Project Time Schedule

The work will be carried out in accordance with the submitted tender programme or in line with estimated milestone dates.

Changes to the tendered project schedule will be made only by mutual agreement between the parties. Costs due to changes in the agreed project schedule, including acceleration of works due to delays outside Glidepath's reasonable control, or prolongation of the works due to the actions of others will be to the account of the purchaser.

11. Testing And Commissioning

Glidepath will perform formal Site Acceptance Testing, SAT, of the installed system in accordance with the system Functional Description Specification, FDS, and Glidepath's standard SAT procedures. A full set of Glidepath's standard SAT documents are available upon request. System size and complexity will define which tests are performed. The SAT documentation and test schedule will be issued to the client for approval prior to the start of the tests. A representative of the client is invited to attend the SAT in full or in part. Glidepath will run the SAT and the individual tests as documented. The absence of the client's representative will not cause a repeat of the scheduled tests.

Signing of a test by either Glidepath, or the client, will deem the test to have been satisfactorily completed, subject to the rectification of any outstanding observations noted. The recording of one or more observations for a test shall not necessarily be grounds for not signing, unless the observation(s) constitute(s) a deviation from the specification or functional description in each case. Test observations may be classed as Non Conformance Issues (NCI) and collated into a common register for approval after the SAT has been completed.

Extra ad hoc tests, not detailed within Glidepath's standard SAT documentation will be performed at the request, and cost, of the client.

The installed system shall be deemed ready for client handover, substantial completion, once all test record sheets in the standard SAT documents have been completed and signed.

12. Contract Conditions

This proposal shall form the contract document and agreement. In the event of any ambiguity between this quotation and the client supplied tender documentation, then the terms of this document shall prevail. In the absence of suggested contract conditions by the client, Glidepath base this tender on the conditions specified herein, and have made no allowance for any other conditions that may be requested by the client, or his representative. Such additional conditions can be discussed, and after mutual agreement, may be included as part of the contract, and the contract price and schedule adjusted accordingly.

13. Payment Terms

1. [20%] of the contract price is to be paid within 14 days of the contract award as an advance payment
2. Payment of the remaining [80%] of the contract value is to be secured by an irrevocable letter of credit issued by a bank acceptable to Glidepath and Glidepath's bankers, with provision of payments at sight according to the following schedule.
 - a. [70%] of contract value upon presentation of shipping documents including Bills of Lading evidencing shipment of goods.
 - b. [10%] of contract value against monthly progress invoices and progress certificates issued by the

Engineer to the Contract/upon receipt of goods onsite.

14. Damages

Our tender is based on no consequential liquidated or indirect damages being applicable to this contract.

15. Delays

If Glidepath is delayed in the performance of the work by an action or omission of the Client, Consultant, Contractor, or anyone employed by them directly or indirectly, or an act of Force Majeure, then the contract time shall be extended by the time of the delay. The costs incurred by Glidepath as a result of the delay will be a basis of a variation to the contract sum.

16. Retentions And Bonds

No allowance has been made in this offer for the provision of cash retentions or bonds of any kind.

17. Insurance

Glidepath will insure the goods until delivery. Upon arrival at the defined destination port, the responsibility for the goods is transferred fully to the purchaser. Further, the goods shall be stored at the client risk. The client should ensure that the goods are insured against fire, theft and other normal risks. The client is obliged to pay for the goods should they become lost or damaged while in the clients care.

The sum of Public Liability Insurance covered by Glidepath is thirty five million NZ dollars (NZ\$35,000,000). The sum of Professional Indemnity Insurance covered by Glidepath is ten million US dollars (US\$10,000,000).

We have not allowed for contract works insurance.

18. Variations Or Changes

Any variation, waiver or addition shall not bind Glidepath to any part of the contract or equipment included in this contract, except as agreed by the parties in writing.

19. Force Majeure

Glidepath shall not be liable for delay or non-performance of its contractual obligation for all or part of the supply as a consequence of war, blockade, revolution, insurrection, terrorism, civil commotion, riot, mobilisation, strike, lockout, act of God, infectious disease, pandemic or other epidemic, fire, flood, obstruction, act of government or public enemy, or for any other cause beyond the reasonable control of Glidepath, or for any action or inaction over which Glidepath has reservations about the safety of its personnel onsite.

20. Contract Liability

Glidepath limit their total liability under the terms of this contract, including liquidated damages to 10% of the contract sum. Glidepath's liability will only be for direct, and not consequential, losses caused by its failure to carry out its contractual obligations. If others have caused or contributed to the loss that has occurred, Glidepath's liability will be reduced to reflect this. YVR to use its best endeavours to mitigate any losses, claims, and the like.

21. Intellectual Property

Glidepath owns all intellectual property (including copyright and know how) in its designs, software, specifications and other works relating to its baggage handling systems and solutions ("Background IP").

The following will be applicable:

1. In the course of preparing and submitting this tender and performing the contract, Glidepath may (in collaboration with the Client) create and develop new intellectual property including improvements to its Background IP. This new IP ("Project IP") will be the exclusive property of Glidepath upon creation, both in New Zealand and overseas. The Client will take all reasonable steps (including signing all documents reasonably necessary) to confirm and (if necessary) transfer the Project IP to Glidepath. Glidepath grants to the client a non-revocable, royalty free, non-transferable licence to use the Project IP solely for the purpose of operating and maintaining the installed system.
2. The Client will treat all information concerning Glidepath's intellectual property, products, business and affairs, ("the Confidential Information") as confidential. Except to the extent that any part of the Confidential Information is or becomes part of the public domain with the consent of Glidepath, the client will not at any time use, communicate, cause to be communicated, copy, make available or otherwise distribute any Confidential Information to any person other than those of its employees, agents or representatives to whom disclosure is necessary under this Order and whom have given an equivalent confidentiality undertaking to that in this clause.
3. Glidepath's trade marks ("the Trade Marks") are the property of Glidepath. Where the Trade Marks appear on components, documents, equipment or accessories supplied by Glidepath the Trade Marks shall not be modified or obliterated without the consent of Glidepath.

22. Equipment Warranty

Glidepath warrants the supply of equipment in accordance with the Equipment Warranty Terms and Conditions section.

23. Exclusions

The following services, supply of equipment and engineering are excluded from the responsibility of Glidepath.

23.1. Taxes

- All local taxes and import duties
- Local Government charges or fees

23.2. Civil

- Temporary buildings on or off site, including storage for goods supplied
- Embedded materials or reinforcing materials for civil works or building structures
- Platforms or access stairs not associated with the conveyor catwalk
- Alteration design or construction of building or erected structures or amenities or rooms
- Storage/warehousing/accommodations for equipment or office for personnel
- Project site security systems or services or security personnel
- Concrete structures, grouting, flooring, plinths etc.
- Temporary utilities (power, lighting, water, waste disposal, air conditioning, etc.)
- Fire sprinklers or extinguishing systems
- Infill surface cladding or internal vertical cladding

23.3. Mechanical

- Special protective covers/shields or noise control
- Signs and advertising shields
- Furniture
- Conveyor wall penetrations and door openings including finishing detail

23.4. Electrical

- Networks outside materials handling system, including fibre optic networks for Explosive Detection Systems (EDS).
- Lighting systems/small power distribution/wall sockets
- Electrical power supply to weigh scale display units.
- Essential power distribution equipment, or cables, for mains supplies to the BHS - MCP's
- Security system
- Fire alarm system
- Building Management system
- Phone Systems or components
- CCTV system or components

24. Termination

Glidepath may terminate the Contract if the client becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs (under any applicable law) has a similar effect to any of these acts or events.

25. Site Agreements

We have not allowed for any site Agreements within our tender pricing. Should this be required we reserve the right to evaluate any cost implications and adjust our contract price.

IN WITNESS WHEREOF, the parties have executed the Order effective _____, 2021.

This Order shall constitute the entire agreement with reference to its subject matter and shall not be amended without Glidepath’s written consent.

Signature			
Glidepath Limited		Customer	
Name:		Name:	
Title:		Title:	

EQUIPMENT WARRANTY

1. Definitions

3. **Equipment:** Mechanical and electrical equipment supplied by Glidepath in accordance with the contract, and excludes for the avoidance of doubt any computer software.
4. **Glidepath Warranty Claim Form:** The Warranty Claim Form attached to this warranty statement.
5. **Manuals:** The Maintenance and Operations Manuals and as built documentation supplied by Glidepath in accordance with the contract.
6. **Original Purchaser:** The buyer of the equipment contract.
7. **Product Data Bulletins:** Glidepath mechanical specification documents supplied to the original purchaser.

2. Warranty

Glidepath warrants to the Original Purchaser of the Equipment that for the warranty period defined below, the Equipment will be free from defects in materials and workmanship. The foregoing warranty is subject to proper installation, operation and maintenance of the equipment in accordance with the Manuals. Glidepath's sole obligation under the foregoing warranty is, at Glidepath's option, to repair, replace or correct any such defect that is present and reported during the warranty period, or to remove the Equipment and to refund the purchase to the Customer.

The foregoing warranty cannot be changed except by written authorisation signed by an authorised Glidepath representative, and no attempt to repair or promise to repair or remove the Equipment by any other representative of Glidepath shall change or extend this warranty in any manner whatsoever.

3. Warranty Period

Glidepath's liability under this warranty shall cease on the earlier of the date falling 12 months from the date of practical completion of the system in which the Equipment is incorporated or from the date of first beneficial use of the Equipment or part thereof, or the date falling 18 months from the ex-works date of shipment (whichever occurs first).

4. Warranty Reporting

Any liability Glidepath may have under this warranty shall be deemed to have been waived by the Original Purchaser in the event that a warranty claim is not made by the Original Purchaser in writing on a Glidepath Warranty Claim Form (attached), within 10 days of the identification of the defect.

5. Repairs

Repairs performed under warranty shall only be performed by suitably trained and skilled staff, authorised by Glidepath. Glidepath reserves the right at any time to supervise or install any replacement of a defective part, or supervise adjustment to satisfactory operation of equipment. The Original Purchaser shall provide clear and free access to the Equipment for said repairs.

6. Validity

Any liability Glidepath may have under this warranty shall be deemed to have been waived by the Original Purchaser in the event that the Equipment is subject to any unauthorised returns, modifications, additions or variations from procedures and information contained in the Manuals, and Product Data Bulletins, or any misuse, negligence, accident, product jam, or loading beyond rated capacity.

7. Maintenance

Any liability Glidepath may have under this warranty shall be deemed to have been waived by the Original Purchaser in the event that regular preventative maintenance, in accordance with the Manuals, is not performed on the Equipment by suitably qualified and trained personnel or Glidepath assigned representatives, or in the event that the maintenance activities performed on the Equipment are not recorded on applicable Glidepath maintenance forms, or evidence that this work has been performed has not been forwarded to Glidepath, through Glidepath's website at the end of each month.

Copies of these forms are to be available for presentation on request by Glidepath.

8. Operation of the Equipment

The Original Purchaser shall be responsible for the operation of the Equipment and shall establish that the Equipment is fit for use prior to start up every day. The Original Purchaser shall operate the Equipment using all the reasonable skill and care to be expected of a fully qualified and competent operative and in compliance with the Manuals. The Original Purchaser shall comply with all applicable rules, laws and regulations in connection with the operation of the Equipment.

9. Exceptions

Glidepath shall have no liability whatsoever for any defect in any conveyor belting or direct conveying surface such as pallets, slats, flites, roller decks etc. supplied as part of the Equipment.

Any liability Glidepath may have under this warranty shall be deemed to have been waived by the Original Purchaser where final destination and specific application of the Equipment are withheld by the Original Purchaser or where the Equipment is improperly installed by non Glidepath managed personnel or operated / maintained by untrained personnel or the Equipment is improperly protected against hazards and adverse environmental conditions in use, or during storage, prior to, or during installation, or the Equipment is used for applications other than indicated upon placement of order.

10. Limitation of Liability

Notwithstanding any other provision of this warranty, Glidepath shall not in any event be liable for any indirect, incidental, punitive, special or consequential damages or damages for loss of profits, revenue or use incurred by the Original Purchaser or any

third party whether in an action in contract, or tort, or otherwise even if advised of the possibility of such damages.

This warranty excludes and supersedes any other warranty or liability owed by Glidepath to the Original Purchaser whether express or implied, to the extent permitted by law, and Glidepath shall have no liability to the Original Purchaser whatsoever (whether

in contract, tort, under statute or otherwise at law) for any defects in the Equipment other than as set out in this warranty.

11. General

The benefit of this warranty may not be assigned to any third party.

This warranty shall be interpreted in accordance with the laws of New Zealand.