



July 2, 2025

Rogelio Hernandez Transit Director City of Key West DOT 5701 College Rd Key West, FL 33040

RE: Purchasing from PSTA Contract C-22-MT-001

Dear Rogelio,

GILLIG is pleased to submit the following pricing for Charging equipment and associated services for use with your GILLIG Battery Electric buses. This pricing has been assembled in coordination with the charging equipment manufacturer. This represents our proposed equipment options based on the scoping information you have provided to date.

Charging Equipment	Quantity	Unit Price	Total
Hardware			
ChargePoint Express Plus 200kW Depot Charger	1	92,436	92,953
ChargePoint Remote Plug-In Dispenser	2	18,953	37,906
Warranty			
ChargePoint Express Plus Assure Extended Warranty 6-Year	1	45,600	45,600
ChargePoint Dispenser Assure Extended Warranty 6-Year	2	10,067	20,134
Software			
ChargePoint Network Service Plan 3-Year	4	3,239	12,956
Services & Other			
ChargePoint provided Onsite Support, Charger Commissioning and Onsite Training	1	7,500	7,500
ChargePoint provided Site Validation (per Express Plus)	1	3,500	3,500
Estimated Freight		8,440	8,440
Hardware Hardware			\$130,859
Warranty			\$65,734
Software			\$12,956
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Services & Other Freight GRAND TOTAL			\$11,000 \$8,440 \$228,989

Any purchase order submitted by Customer to GILLIG for the quantity and price stated above is subject to the below Terms and Conditions of Quote, which shall prevail over any conflicting terms and conditions in the purchase order. This Quote, the below Terms and Conditions of Quote and Customer's purchase order are together referred to as the "Agreement." There are no other writings that represent the agreement of the parties.

Terms and Conditions of Quote

Quote is valid for 30 days unless extended by an authorized GILLIG representative.

The availability of charging equipment may be affected by production lead times, completion of independent safety certifications, and design development. GILLIG does not guarantee the availability of charging equipment.

Customer acknowledges and agrees that GILLIG is not the manufacturer of the goods identified above ("Goods"), but a reseller of the Goods to be shipped to Customer direct from the manufacturer or its distributor.

GILLIG does not make any representations or warranties of any kind, whether express, implied, statutory or otherwise, in connection with the sales of goods, including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement, whether arising by law, course of dealing or performance, usage of trade, or otherwise, all of which are expressly disclaimed. The Goods are covered under the terms and conditions of the manufacturer's limited product warranty for defects in materials or workmanship within the warranty period defined therein. A copy of the manufacturer's limited product warranty is available upon request.

Accepted purchase orders are not cancellable by Customer without the prior written consent of GILLIG. Customer is not permitted to postpone or change the delivery date and shipping terms without the written consent of GILLIG. The delivery date in the purchase order is an estimate. The failure to deliver the Goods by the delivery date shall not be deemed a material breach.

Payment to GILLIG is due upon shipment of the equipment described herein.

GILLIG is not responsible for the installation or assembly of the Goods sold. Should GILLIG assist Customer with arranging for the installation and provisioning of the Goods, GILLIG makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer.

GILLIG is under no obligation to indemnify, defend or hold Customer harmless and GILLIG does not waive any of its claims.

In no event will (A) either party be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, diminution in value of business arising out of or relating to any breach of this agreement, or cover regardless of: (I) Whether the damages were foreseeable; (II) Whether the party was advised of the possibility of the damages; and (III) The legal or equitable theory (contract, tort, or otherwise) on which the claim is based; (B) GILLIG's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, shall not exceed the total of the amounts paid and amounts accrued but not yet paid to GILLIG under this agreement during the 12 month period preceding the event giving rise to the claim.

The current Administration has recently placed substantial tariffs on goods imported into the United States, and there have been indications that additional or different tariffs may be imposed. Although we are actively working with our suppliers to determine the financial impact these tariffs may ultimately have, we believe in some cases (charger configurations) it may add cost which GILLIG is unable to absorb. As a valued partner, you have our commitment and assurance that we will do everything possible to minimize the impact as we navigate this developing situation. However, contract modifications and price adjustments may become necessary to offset any cost increases due to these tariffs.