

TRELLEBORG MARINE SYSTEMS



Project Name:	Outer Mole Pier	Reference No.	200020
Customer:	City of Key West	Date:	January 22, 2021
Validity:	30 days	Rev.	D
Shipping:	FOB Key West, FL		
Payment Terms:	Project payments to be managed per predefined payment milestones. Mutually agreeable payment terms to be formalized during final clarifications, prior to project award.		

We are pleased to offer the following materials for the above referenced project:

Item	Qty	Description	U/M	Unit	Total
1	5	Trelleborg Seaguard Marine Fender 6' x 16' Long - Extra High Capacity (Black)	EA	\$22,650	\$113,250
2	16	End Fittings - 17 Ton for 1.5" shackle	EA	\$250	\$4,000
3	4	End Fittings - 25 Ton for 1.75" shackle	EA	\$325	\$1,300
4	6	Shackles @ Fenders - 1-1/2" BTA HDG	EA	\$250	\$1,500
5	18	Shackles @ Fenders - 1-3/4" BTA HDG	EA	\$350	\$6,300
6	12	Padeyes /anchors	EA	\$1,100	\$13,200
7	45	Shackles @ Padeyes - 1-3/4" BTA HDG	EA	\$350	\$15,750
8	4	Chains - 1-3/4" x 6 or 7 links HDG	EA	\$1,900	\$7,600
9	14	Chains - 1-3/4" x 9 links HDG	EA	\$2,600	\$36,400
10	7	Chains - 1-1/2" x 9 links HDG	EA	\$1,900	\$13,300
11	1	Freight, Delivery	Lot	N/A	\$9,650
				Offer Total	\$222,250

Optional Fender Refurbishment					
12	3	6x16 EHC Fender Refurbishment - includes replacement swivels, endplates, bolts & washers and 0.5" of new outer skin *Pricing assumes the existing endplate is removable. If the pieces are corroded and will not separate, pricing will need to be reevaluated and increased.	EA	\$7,000	\$21,000
13	1	Freight, Delivery from Key West, FL to Berryville, VA	Lot	N/A	\$4,500
14	1	Freight, Delivery from Berryville, VA to Key West, FL	Lot	N/A	\$4,500

Production will not begin until receipt of approved drawings and purchase order

Trelleborg (Seller) agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the product(s) described above, subject to the terms and conditions set forth hereinafter attached (Agreement).

Qualifications:

- All prices are in USD. For orders outside the US and its territories, no duties, customs, or taxes paid.
- Current estimated lead time is ARO and approved construction drawings. Fenders & padeyes 6-8 weeks, shackles & end fittings 1-2 weeks, chains 12-14 months
- Fender USA - Padeyes, Chains, Shackles USA - Replacement End Fittings China (COTS Items)
- Prices and delivery times based on receipt of entire scope of work quoted above.
- All materials will be packaged and suitable for shipment via FCL or LCL. Unloading at destination shall not be the responsibility of Seller unless otherwise agreed.
- Trelleborg is unable to predict price fluctuations directly related to the global trade market volatility. Should any portion of this proposal be affected by government applied trade tariffs after date of submittal, shown pricing may be subject to associated adjustments.
- Detailed drawings, calculations, submittal information to be submitted after award.

Sincerely,

Alan Dinges - Sales



FM 559784
ISO 9001:2015
ISO 14001:2015

Trelleborg Marine Systems North America, Inc.

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TRELLEBORG

Terms and Conditions

1. Applicable Law and Jurisdiction

These general terms and conditions apply to all proposals and quotations submitted by Trelleborg Marine Systems North America, Inc. (hereinafter referred to as "Seller"), to all purchase orders received by Seller, and to all goods and services sold by Seller, except as otherwise specifically provided in a document signed by Seller. This sale and any sale resulting here from consists only of these terms and conditions and those in other documents referenced herein or attached hereto or in a document subsequently signed by Seller and referencing this transaction (all of which constitute the "Agreement"). The Agreement shall be governed, construed and enforced under the laws of the State of LOUISIANA including the Uniform Commercial Code in force on the initial date of the Agreement ("UCC"), except as provided herein. The U.N. Convention on the International Sale of Goods shall not apply. Any services to be provided hereunder, whether they are otherwise ancillary to and part of a sale of goods (as separate units), shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder ("Goods"). THE COURTS OF LOUISIANA SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT. The parties stipulate to the convenience of LOUISIANA courts as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

2. Formation, Integration and Modification

A. The Agreement incorporates all previous Seller quotations and agreements pertaining to the Goods. Delivery to Seller of Buyer's acceptance of Seller's quotation (according to its terms), Seller's actions in reliance on Buyer's oral acceptance of a written or oral quotation, or Buyer's receipt of the Goods, will constitute a binding contract under the terms of the Agreement. The Agreement is subject to Seller's revocation or cancellation without liability until approved by Seller at its home office. Notice of such approval may be furnished to the Buyer by an acknowledgment, shipment, or other form of express approval.

B. An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer's terms or conditions.

C. The Agreement is a final, complete and exclusive statement of the parties' Agreement. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Typed provisions of the Agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller.

D. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions shall also apply.

E. Any advice or recommendation given by Seller or its employees or agents to Buyer including any advice as to the storage, application or use of the goods or services, which is not confirmed in writing by Seller, is followed or acted upon entirely at Buyer's own risk, and accordingly, Seller shall not be liable for any such advice or recommendation which is not so confirmed.

3. Prices, Payment and Risk of Loss

A. Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of 30 days from the date of the quotation. Prices do not include taxes. Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) and the Agreement, unless exempt therefrom. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay and for the Goods.

B. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation.

C. All amounts not paid to Seller when due shall incur a carrying charge of 0.5% per week to the extent allowed by law and otherwise at the highest written contract rate allowed by law.

4. Delivery

A. Whether presented verbally or in writing, quoted lead times are indicative only and based on Seller's capacity and backlog at time of offer. Delivery and/or shipment dates will be confirmed at time of Buyer's acceptance of technical submittal with formal notice to proceed, and other conditions as specified in the Agreement.

B. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly. 5.3 If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for dispatch, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into a suitable store at Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.

C. Buyer is responsible for verifying that the Goods listed on the Bill of Lading are received. All shortages and/or damages must be noted, in writing, on the Bill of Lading prior to Buyer signing the Bill of Lading. Failure by the Buyer to document shortages of the number of packages or damages on the signed Bill of Lading at the time of delivery or pickup shall waive any claim of such shortage and/or damage. It is Buyer's responsibility to retain a copy of the Bill of Lading documenting any shortages and/or damages. Loss of the Bill of Lading shall also waive any right to claim any shortage and/or damage. 13.2 Seller is not obligated to send Goods by overnight air freight, direct truck line, or other expedited method unless Buyer prepays for such services. Seller shall not be responsible for loss or damage to Goods that occur after tender for pickup or delivery. Seller shall have no obligation to remove or dismantle defective parts or to erect or install replacement parts. Back charges that are not accepted by Seller in writing shall have no effect and Buyer's account may be placed on immediate Credit Hold until resolution. Seller shall not be responsible or financially liable for delivery delays or any of Buyer's costs expended on remedies unauthorized by Seller, including, but not limited to, Buyer's erection crew expense or rental equipment costs or liquidated or consequential damages of any kind.

D. If shipment to Buyer is not required or specified, Seller's quotation(s) are for Goods delivered EXW (Ex works) Seller's shipping point, exclusive of freight, insurance and handling unless otherwise stated in the Seller's order confirmation.

E. If shipment to Buyer is required, Seller's quotation will be presented CIF major port nearest to Buyer, unless otherwise specified and mutually defined within contract Agreement.

F. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.

G. Where the goods are to be delivered in installments, each delivery shall constitute a separate contract and the Seller may invoice separately for each installment. Failure by Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by Buyer in respect of any one or more installments shall not entitle Buyer to treat the Contract as a whole as repudiated.

H. Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon. Any sale, or resale, of Seller's goods by Buyer shall at all times be subject to all applicable export control laws and regulations of the United States, including, but not limited to, U.S. Export Administration Regulations. Buyer agrees and assures Seller that no items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Seller, or any good or product resulting from these, shall be exported or re-exported by Buyer or its authorized transferees, if any, directly or indirectly, unless in accordance with applicable U.S. export laws and regulations. This obligation shall survive any expiration, termination or discharge of any other contractual obligations of Buyer.

5. Cancellation

Cancellation charges will be applicable from the time the cancellation advice is received in writing. Assumes Seller will retain title / possession of all project related materials / goods which are unfinished (work in progress) at the time cancellation advice is received in writing. Unless otherwise formally specified and mutually agreed within the Agreement, the following fixed cancellation charge schedule is applicable after contract formation:

After Receipt of Purchase Order
After Approval of Supplier Submittal Package
After Seller Purchase of Materials
After Seller Receipt, and/or Modification, of Major Materials

– up to 15% of PO value (including Additional/Optional Items)
– up to 25% of PO Value (including Additional/Optional Items)
– up to 75% of PO value (including Additional/Optional Items)
– up to 100% of PO Value (including Additional/Optional Items)

ISO 9001:2008

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6. Delay of Shipment or Performance Excused for Various Reasons

- A. Buyer shall be responsible to Seller for ensuring the accuracy of the terms of any order, including any applicable submitted specification(s), and for giving Seller any necessary information relating to the goods and/or services within enough time to enable Seller to perform this Contract in accordance with its terms.
- B. If shipment of any item or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the item at the place of manufacture at the risk and expense of Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after Buyer is notified that the item is ready for shipment. If Seller is unwilling or unable to accommodate Buyer by holding such item, Buyer shall accept shipment immediately, or be liable and responsible for all costs and risks required to appropriately store the shipment on or off Seller's premises.
- C. Force Majeure - Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means or transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.

7. Inspection, Testing and Rejection

- A. If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other procedures have been formally presented for mutual acceptance and specification in the Agreement.
- B. All drawings, specifications, technical documentation, samples, prototypes and Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection within seven days of receipt or other reasonable time established by Seller. Any objection and/or rejection by Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.

8. General Express Warranties

- A. Seller Warranties are outlined on Schedule 1 to this Agreement which is entitled "STANDARD WARRANTY POLICY".
- B. Seller retains the right to change the dimensions, composition, design, performance, color and appearance of the Goods without liability if, in its judgment, the change is non-material.
- C. Seller's warranties shall apply only if the Goods: (i) have been installed, maintained, and used in conformity with instructions and recommendations furnished by Seller from time to time, if any; (ii) have not been subjected to misuse, movement of the structure, physical abuse, installation error, negligence or accident; and, (iii) have not been altered or repaired by persons other than Seller in a manner, which, in the judgment of Seller, adversely affects the condition of the Goods. It is Buyer's responsibility to determine suitability of the Goods for Buyer's use and Buyer assumes all risk and liability associated therewith.
- D. If any of the provision of the STANDARD WARRANTY POLICY conflict with the provisions of this Agreement, the terms and conditions of STANDARD WARRANTY POLICY shall prevail.

9. Disclaimer and Limitation of Express Warranties

There are no express warranties other than those contained in the Agreement. Seller does not warrant that it or the Goods are in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in the Agreement.

10. Remedy and Limitation of Seller's Liability

- A. Defective or non-conforming Goods or parts thereof discovered during the one-year warranty period shall be repaired or replaced by Seller without any additional charge and shipped to Buyer, EXW (Ex Works) Seller's plant, for reinstallation by Buyer at its cost, subject to the terms hereof. The warranty obligation of Seller is limited to the repair or replacement at Seller's plant of any part of the Goods which Buyer shall, within the warranty period, return to Seller, with transportation charges prepaid by Buyer, and which Seller determines to be not in conformity with the express warranties contained herein. If Seller elects, Seller may, upon return of such Goods and making a determination of non-conformity or defect, keep the Goods and refund the purchase price. Buyer's remedies shall be limited exclusively to those provided in this section. Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein. The replacement or repair of Goods by Seller does not give rise to any new warranty except the warranty period provided for herein shall be extended by the length of any period from the date the defective or non-conforming Goods are received by Seller until the date repaired or replacement Goods are delivered to Buyer.
- B. Buyer must contact Seller requesting warranty coverage plus a return authorization number and other instructions for the return of Goods to Seller or other instructions. If requested by Seller, Buyer shall issue a new purchase order or amendment to Seller for replacement Goods, subject to Seller issuing a credit memo if Buyer's claim for warranty coverage is approved. Buyer must comply with Seller's return instructions (including return of the Goods) within 30 days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for properly tagging, identifying, and packing returned Goods. Goods returned without compliance with the above procedures shall be returned to the Buyer at Buyer's cost.
- C. The total liability of Seller on any claim, whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of any Goods sold hereunder will not exceed the price allocable to the Goods or any part thereof which give rise to the claim.
- 11. Disclaimer of Implied Warranties**
- SELLER DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in this Agreement.

12. Indemnification

- A. Buyer shall indemnify Seller from all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale or regulations or other disposition of the Goods and supplies or materials used in connection with the Goods if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.
- B. If the goods are to be manufactured or any process is to be applied to the goods by Seller in accordance with a specification submitted by Buyer, Buyer shall indemnify Seller against all loss, damages, costs, and expenses awarded against or incurred by Seller in connection with or paid or agreed to be paid by Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Seller's use of such specification.

13. Consequential, Incidental, and Other Damages

BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE. This limitation shall be enforced regardless of whether Seller has defaulted in its warranty or other obligations. Any legal inability to limit or restrict the right of Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price.

14. Proprietary Information

- A. Buyer acknowledges that any information disclosed to Seller has not and will not be confidential or a trade secret unless clearly and conspicuously noted on the disclosure, or in some other writing delivered to Seller at or prior to the time of the disclosure. Otherwise, Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement.
- B. All proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement, are confidential and the property of Seller and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Buyer except as may be necessary for the selection or use of the Goods.
- C. Any invention or other information developed by Seller in the performance of the Agreement shall remain the property of Seller.

15. United States Government Regulations

- A. Buyer shall not engage in any transaction with respect to the Goods which violates any statute or regulation of the United States of America.
- B. If Buyer is purchasing the Products or Services for a government contract or sub-contract, Buyer shall promptly notify Seller of that fact and of any contractual terms from the government procurement laws and regulations that Buyer is obligated to include in its contracts for such Products or Services. No government procurement provisions will be included in this Agreement unless agreed to in a writing signed by an authorized representative of Seller.

