



Project Name: Galveston Airport
 State/Country: TX / USA
 Quote Date: 12/3/2021

Quote # GAL012721-1R1

Dear Mrs. / Ms. Holley Vinson,

Thank you for the opportunity to quote your Bar Screen & Screwfactor replacement parts. We are pleased to submit the following quotation for your consideration

Bar Screen # GAL112906.1.3

Item #	Qty	UoM	Item Description	Unit Price	Extended Price
1	5	Each	Rake Weldment	\$ 2,264.20	\$ 11,321.00
2	1	Lot	Channel Seal w/ HDW	\$ 269.97	\$ 269.97
3	4	Each	Scrapper Arm Wear Pads w/ HDW	\$ 89.85	\$ 359.40
4	1	Each	SEW Gear Reducer	\$ 2,503.75	\$ 2,503.75
5	1	Lot	Lexan Covers (Set of 3)	\$ 1,182.67	\$ 1,182.67
6	12	Each	Destaco Clamps	\$ 105.12	\$ 1,261.44
7	1	Each	125 Spring Assembly	\$ 788.04	\$ 788.04
				Total	\$ 17,686.27

Screwfactor # GAL112906.3.3

Item #	Qty	UoM	Item Description	Unit Price	Extended Price
1	12	Each	Wear Bars w/ HDW	\$ 69.22	\$ 830.64
2	1	Each	SW220 Brush	\$ 88.37	\$ 88.37
3	1	Each	Drain Pan Seal	\$ 124.08	\$ 124.08
4	1	Lot	Discharge Tube HDW	\$ 128.82	\$ 128.82
				Total	\$ 1,171.92

Bar Screen # GAL112906.2.3

Item #	Qty	UoM	Item Description	Unit Price	Extended Price
1	2	Each	Chain 13-Link Strand, 316ss, 125mm	\$ 1,353.65	\$ 2,707.30
2	8	Each	Chain 11-Link Strand, 316ss, 125mm	\$ 1,145.40	\$ 9,163.20
3	10	Each	Master Link, 316ss, 125mm	\$ 130.18	\$ 1,301.80
4	5	Each	Rake Weldment	\$ 2,264.20	\$ 11,321.00
5	1	Lot	Channel Seal w/ HDW	\$ 269.97	\$ 269.97
6	2	Each	Stub Shaft Spacer Ring - Outer, UHMW	\$ 15.97	\$ 31.94
7	2	Each	Stub Shaft Spacer Ring - Inner, UHMW	\$ 14.52	\$ 29.04
8	2	Each	Lower Sprocket Sleeve Bearing, UHMW	\$ 55.57	\$ 111.14
9	4	Each	Scraper Arm Wear Pads w/ HDW	\$ 89.85	\$ 359.40
10	1	Each	Scraper Blade w/ HDW	\$ 545.74	\$ 545.74
11	1	Each	SEW Gear Reducer	\$ 2,503.75	\$ 2,503.75
12	1	Lot	Lexan Covers (Set of 3)	\$ 1,182.67	\$ 1,182.67
13	12	Each	Destaco Clamps	\$ 105.12	\$ 1,261.44
				Total	\$ 30,788.39

Grand Total

Item #	Qty	UoM	Item Description	Unit Price	Extended Price
1	1	Lot	Bar Screen # GAL112906.1.3	\$ 17,686.27	\$ 17,686.27
2	1	Lot	Screwfactor # GAL112906.3.3	\$ 1,171.92	\$ 1,171.92
3	1	Lot	Bar Screen # GAL112906.2.3	\$ 30,788.39	\$ 30,788.39
4	1	Lot	Estimated Shipping & Handling	\$ 524.70	\$ 524.70
				Grand Total	\$ 50,171.27

Should you have any questions regarding the pricing and scope listed in this document, please do not hesitate to contact me.

Best Regards

Jesus Ramirez
 Aftermarket Sales
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Headworks Inc. is a nationally certified
 WBENC Women's Business Enterprise



GENERAL TERMS AND CONDITIONS

Applicable Terms

These terms govern the purchase and sale of the equipment and related services. If any (collectively, "Equipment") referred to in Seller's quotation, proposal or acknowledgement, as the case may be (Seller's "Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms documents.

Payment Terms

Net 30 Days for order greater than \$1,000. For all other orders totaling less than \$1,000 we will only accept credit card before processing the purchase order. The credit card form will be attached to the quote in that case.

Validity of Quotation:

30 days from date of quote.

Stainless Steel Price Increases:

All Orders accepted, are subject to the following terms:

Headworks® Inc. reserves the right to adjust the price of the parts quoted based on increases in the price of stainless steel. This increase would be based on stainless steel price increases (including surcharges) as published monthly in the U.S. with the base price being that price (including surcharges, if any) published on the date of this offer. Such price increase only affects the cost of the stainless steel material portion of the affected equipment.

Force Majeure

"Force Majeure" shall mean any act or event which is outside the reasonable control of a party including, without prejudice to the foregoing generality, Acts of God, epidemics, tidal waves, explosions, lightning, earthquakes, hurricanes, wars (whether declared or not), riots, strikes and industrial actions (other than among the employees of party seeking to rely on such event, or its subcontractor), civil and military disturbances and unrest, acts of the public enemy, action or inaction of the government or governmental authorities or of representatives thereof. If Headworks is prevented from or delayed in performing its obligations as a result of Force Majeure, such prevention or delay shall not be considered a breach of the Agreement, but shall for the duration of such event relieve Headworks of its respective obligations thereunder. Should the Force Majeure suspension period last for more than one (1) month, Headworks may terminate this quote or agreement.

Freight Terms

Shipping and handling are listed in the quote but may be subject to change. Freight carrier will be determined based on quantity and type of parts provided. Parts will be shipped 12-14 weeks (Gear Reducer has the longest lead time on this order) after receipt of purchase order.

Taxes

Federal, state and local taxes, if any, are not included in the above prices. All applicable taxes are for the purchaser's account. If purchaser is tax exempt a copy of the tax exempt must be provided with the purchase order.

Patent Protection

Various Headworks equipment contain proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks Inc. Legal department in Houston, Texas.

Limitation of Liability

In no event shall Seller be liable for anticipated profits or for incidental or consequential damages. Seller's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services which gives rise to the claim. Seller shall not be liable for penalties of any description. Any action resulting from any breach on the part of Seller as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.



Presence of High Grit Levels, Stones and Rocks

The presence of high levels of Grit, Stones and/or Rocks that can impair the normal operation of Headworks' products / parts, develop premature wear and/or cause damage to it's products / parts is not covered under the Headworks Inc. Standard Warranties unless strictly expressed in writing.

Patent Protection

Various Headworks equipment / parts contains proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks® Inc. legal department in Houston, Texas.

Termination

Buyer may at any time terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, including without limitations any and all engineering work completed in submittal preparation, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Seller's suppliers or subcontractors which Seller could reasonably have avoided. Buyer will make no payments for finished work, work in process, or raw material fabricated or procured by the Seller in excess of any order or release.

Warranty

The seller warrants all equipment / parts of its own manufacture to be free of defects caused by faulty material or workmanship for a period of twelve (12) months from date of local delivery. Headworks® will replace or repair any part or parts which upon examination shall show to have failed under normal use and service by the original user within the warranty period. In the event that defects develop during the warranty period, under normal and proper use, Headworks is to be notified promptly and with their consent the products are to be returned to Headworks® F.O.B. Headworks® factory. In the case of components purchased by Headworks® and incorporated into the equipment, such as Electrical Controls, Instrumentation and related items, Headworks® warranty is limited to the individual manufacturer's warranty for that component, usually one year. This warranty does not apply to items that require repair or replacement due to normal wear and tear.

HEADWORKS DOES NOT WARRANT EQUIPMENT OR PARTS WHICH HAVE BEEN ALTERED OR REPAIRED OTHER THAN BY A REPRESENTATIVE OF HEADWORKS, OR DAMAGED BY IMPROPER INSTALLATION, APPLICATION, EROSION OR CORROSION OF ANY SORT, OR SUBJECTED TO MISUSE, ABUSE, NEGLIGENCE OR ACCIDENT. ANY WARRANTY PREVIOUSLY ISSUED ON ITS EQUIPMENT OR ISSUED ON THE PARTS AND COMPONENTS SOLD UNDER THIS QUOTE IS AUTOMATICALLY VOID AS TO THE OPERATION OF THE EQUIPMENT OR PARTS ONCE THE EQUIPMENT HAS BEEN ALTERED BY THIRD PARTIES UNLESS AGREED TO IN WRITING BY HEADWORKS. TO THE EXTENT ANY WARRANTY APPLIES, THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY HEADWORKS AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. HEADWORKS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT. HEADWORKS® SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON NOR ANY CLAIM THAT ITS EQUIPMENT WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.

Dispute Clause

Any claim, dispute or other matter in question between Supplier and Owner, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Supplier's and Owner's designated representatives for the applicable Purchase Order. Supplier and Owner each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated representatives for the applicable Purchase Order, no later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Supplier and Owner shall attempt to resolve the matter.

If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator and a mediation location that are mutually acceptable.

If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file suit in a court of competent jurisdiction in the county of the state in which the Work Site is located. If a Purchase Order required Work to be performed at more than one Work Site in more than one state, the exclusive venue for suit shall be a court of competent jurisdiction in the State of Texas.