

BASIC ORDERING AGREEMENT BETWEEN

Johnstone Supply, Inc.

AND

UT-BATTELLE, LLC

On Behalf of the Integrated Contractor Purchasing Team (ICPT) for the Department of Energy

BASIC ORDERING AGREEMENT

ORNL-2020-1005

This Basic Ordering Agreement (BOA) between Johnstone Supply Inc. (hereinafter "Seller") and UT-Battelle is entered into to provide products and services to Department Of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This Agreement includes products listed in Attachment A - Seller's Price List
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE. A current list is available at <https://icpt.doe.gov/>, Contacts- ICPT Council Member & Constituent List and authorized subcontractors (providing supplies are in direct support of a prime contract) collectively herein after called "Contractors".
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. The pricing is in accordance with Attachment A - Seller's Price List.
5. General Terms and Conditions (04/2016) are included in Attachment B and are made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate discounted price. Each DOE Contractor shall place its own Orders under this BOA and shall be direct billed accordingly.

ARTICLE 1 – SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA (ORNL-2020-1004). The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement 1/11/2021 through 1/10/2026.

The Seller agrees to furnish such quantities of HVAC and Refrigeration supplies & equipment that the Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 – DELIVERY / PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination
- Payment Terms: Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 – FIXED PRICES / DISCOUNT SCHEDULE

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified therein. The prices in Attachment A are firm for the first calendar year of this Agreement. Adjustments will be reviewed annually by the Seller and Contractor, to capture high usage Products. Seller will provide an equivalent or better discount percent from the prior year's Attachment A.

General Discount Schedule. Prices for Products will be based on discounts from the published Supplier list price of the Product at the time of the order as set forth in Attachment A. The discount percentages in Attachment A shall remain firm for the life of the agreement or improved. New products, that will be replacing discontinued products, or additional discounts offered to existing products can be added to Seller's Attachment A or negotiated at the site level.

Rebates

By entering into this BOA, Seller warrants that they will offer the below rebate program on all purchases made through this BOA starting on Jan 11, 2021.

Rebates will be paid directly to each Contractor site based on their site's specific sales based on the following percentages %. Rebates will be paid by the Seller within 30 days at the end of the calendar year or December 31.

(Year 1 Jan 11, 2021 – 1/10/2022)

Seller will provide the BOA Administrator with sales data that clearly demonstrates what is included and excluded in the sales calculation in determining what the rebate amounts will be, broken down by Contractor sites.

2% rebate given when the aggregate of sales across all Contractor sites equals \$4M or more, excluding sales on commodities such as refrigerant, copper, and equipment with motor bearing units.

(Year 2 Jan 11, 2022– 1/10/2023)

Seller will provide the BOA Administrator with sales data that clearly demonstrates what is included and excluded in the sales calculation in determining what the rebate amounts will be, broken down by Contractor sites.

2% rebate given when the aggregate of sales across all Contractor sites equals \$5M or more, excluding sales on commodities such as refrigerant, copper, and equipment with motor bearing units.

(Year 3 Jan 11, 2023– 1/10/2024)

Seller will provide the BOA Administrator with sales data that clearly demonstrates what is included and excluded in the sales calculation in determining what the rebate amounts will be, broken down by Contractor sites.

2% rebate given when the aggregate of sales across all Contractor sites equals \$6M or more, excluding sales on commodities such as refrigerant, copper, and equipment with motor bearing units.

**At the end of year 3, rebate structure for years 4 and 5 will be considered based on prior years aggregate of sales across all Contractors sites. **

ARTICLE 4 – ADMINISTRATIVE

BOA Administrator's Address is as follows:

Dustin Mackey, 865-576-5661, mackeyd@ornl.gov

BOA Seller Administrator's Address is as follows:

Chris Alonso, 817-209-9102, Chris.Alonso@johnstonesupply.com

ARTICLE 5 – REPORTING REQUIREMENTS

The Seller shall submit a spend and savings report to the ICPT Chair for each quarter of the fiscal year. The report format and due date will be provided to the Seller near the end of each quarter. The Seller shall deliver the report by the due date requested. Savings shall be calculated as using price paid under previous price paid. Contractor shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. Contractor shall provide the seller written notice of an audit twenty-one (21) business days prior to the audit, and the audit shall be conducted between 8 A.M. and 5 P.M., Monday through Friday.

The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

ARTICLE 6 – RESERVED

ARTICLE 7 – SITE SPECIFIC TERMS AND CONDITIONS

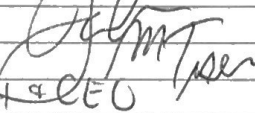

The Seller acknowledges that the Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

ARTICLE 9 – LIST OF ATTACHMENTS

- Attachment A – Master Discount Schedule
- Attachment B – General Terms and Conditions
- Attachment C – Reserved
- Attachment D – Reserved

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED:

Johnston Supply Inc.	UT - Battelle, LLC (on behalf of U.S.)	Digitally signed by
BY: John M. Tisera 	BY: Landon Hill 	Landon Hill
TITLE: President & CEO	TITLE: Hill	Date: 2021.01.06
DATE: 1/19/2021	DATE: Hill	16:06:15 -05'00'