# SIXTH AMENDMENT to BASIC ORDERING AGREEMENT No. INL-BOA-06-30-2013

This Sixth Amendment to Basic Ordering Agreement ("Sixth Amendment") is dated November 1, 2025 ("Effective Date") between Newark Corporation, d/b/a Newark, an Avnet company ("Seller") with corporate offices located at 300 S. Riverside Plaza, Suite 2200, Chicago, IL 60606 and Battelle Energy Alliance, LLC, Operator of Idaho National Laboratory o/b/o ICPT for the Department of Energy ("Contractor"; and together with the Seller, collectively, the "Parties").

### **RECITALS**

WHEREAS, Seller and Contractor previously entered into a Basic Ordering Agreement dated October 11, 2013, as amended by the First Amendment to Basic Ordering Agreement dated August 25, 2015, the Second Amendment to the Basic Ordering Agreement dated June 29, 2017, the Third Amendment to the Basic Ordering Agreement dated November 1, 2019, the Fourth Amendment to Basic Ordering Agreement dated November 1, 2022, and the Fifth Amendment to Basic Ordering Agreement dated February 6, 2023 (collectively, the "Agreement") and wish to continue trading under the Agreement with certain modifications, which are set forth in this Sixth Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following modifications:

- **1. Term.** Per "Article 1 Scope of Work" of the Agreement, the term of the Agreement is hereby extended for three (3) additional one (1) year periods ending on 10/31/2028.
  - a. Option Year 1: 11/01/2025 through 10/31/2026
  - b. Option Year 2: 11/01/2026 through 10/31/2027
  - c. Option Year 3: 11/01/2027 through 10/31/2028
- 2. **Prices.** The Attachment B set forth in "Article 3 Fixed Prices" of the Agreement shall be replaced with the Attachment B Rev 7 (dated October 2025).
- 3. Entire Agreement; No Other Amendments. This Sixth Amendment and the Agreement are, collectively, the complete agreement of the Parties and supersede all prior agreements, amendments, and representations of the Parties, whether oral or written. Except as set forth herein, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Sixth Amendment is effective as of the Effective Date.

NEWARK CORPORATION		BATTELLE ENERGY ALLIANCE, LLC AS OPERATOR OF IDAHO NATIONAL LABORATORY
BY:	Docusigned by:  KUNCA OHNGON 60968077625244A	BY: EDWARD HERRERA Digitally signed by EDWARD HERRERA (Affiliate)  Date: 2025.10.08 14:23:19 -06'00'
NAME:	Rebeca Obregon	NAME: Edward Herrera
TITLE:	President Global Farnell	TITLE: Procurement Specialist
DATE:	29 October 2025   23:35 PDT	DATE:

## DOE Program SCMC Agreement WS220707 (Channel) & WS220740 (GSS) ICPT No. INL-BOA-06-30-2013

### Attachment B

# Newark Program for the Department of Energy Rev 7 (dated October 2025) Effective 11/1/2025 through 10/31/2028



Newark's Pricing Program for the Department of Energy ("DOE Pricing") is applicable to purchases under this agreement by the NNSA & ICPT prime and EM contractors (collectively "authorized users" or individually "authorized user") stated in Section B of the Agreement.

DOE pricing shall be at **Newark's best published price (Last Column)** as stated on <u>www.Newark.com</u>, with the exception of the manufacturers and/or product categories shown in "Last Column Price Exceptions", below.

It is not a requirement for an authorized user to this agreement to order a minimum quantity to achieve the Last Column pricing as described above. There is no minimum order quantity or minimum line item dollar amount applied to orders from authorized users, with the exception of certain products with standard package quantities or those with a stated minimum order quantity.

Newark will, along with SDB Partners (see page 2), provide an additional price discount for any large volume requirements through specific negotiations with the original manufacturer (OEM) to achieve beyond contract savings.

### **Last Column Price Exceptions**

#### Newark Exhibit A

CATEGORY	DISCOUNT*
NVA Custom Kits (discount off SKU developed for Kit)	2%
Private Label 'Multicomp Pro' Brand Products	17%
*Newark Pre-Calibrated	15%
*Factory Pre-Calibrated	Standard MFG Discount
BELDEN Classic Program Special Program Pricing	(20-40% Added Discount)
National Instruments	0%
Rhode & Schwarz	5%
Tektronix	7%
Fluke	10%
Keysight Technologies	10%
*Reduced Test Equipment Discount Tektronix (Low Profile)	3%
*Factory Direct Test Equipment	0%
ARM (includes AMD Xilinx, Raspberry-Pi & BBC Micro:Bit)	0%
Autodesk Fagle USa	0%

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Banner	0%
Circuitco	0%
Glenair	0%
Instek America Corp	5%
Micrium, INC	5%
Microchip Technologies	0%
Omega	0%
Turck	0%
X-Power	0%
Commodity Level	DISCOUNT*
Wire & Cable	20%
Computers	10%
Kitting	2%
Power Supplies	10%
Test/Calibration	5%
Tools	5%

### Exhibit A-2 Special Definitions

### \* Newark Pre-Calibrated

Definition: SDB-Newark stocks gently used or demonstration (demo) test equipment units available for sale. All Pre-Calibrated test equipment is fully calibrated and certified. (See Value-Added section in our technical documentation for additional information).

### \* Factory Pre-Calibrated

Definition: SDB-Newark will from time to time obtain special approval to provide used or demo test equipment normally sold directly by the manufacturer as a convenience; reducing the number of purchase orders placed by an authorized user or requestor. As part of the transactional agreement with the manufacturer, there can be no additional discount applied. All Factory Pre-Calibrated equipment is fully calibrated and certified. All Factory Pre-Calibrated equipment is quoted and sold as Non-Cancelable-Non- Returnable (NCNR).

#### \* Factory Direct Test Equipment

Definition: Factory Direct (or Newark 'H' class items) are items that are not on Newark's distributor approved products list and require approval from the supplier to quote. Once the manufacturer approves the sale of a manufacturer or supplier direct/performance product, no additional discount will be applied. All Factory Direct Products will be quoted and ordered as Non-Cancelable, Non-Returnable (NCNR).

SDB will be notified at the time of quote if an item is coded "H".

## \*Reduced Test Equipment Discounts

Definition: Reduced discounts from test equipment suppliers including but not limited to Tektronix (or "K" class items) are items that are on Newark's distributor approved list; however, the discount for the customer will be priced at 3% off list price or first column pricing.

ALL DISCOUNT EXCEPTION PERCENTAGES STATED ABOVE ARE OFF FIRST COLUMN QUANTITIES OR QUANTITIES GREATER THAN THE FIRST COLUMN QUANTITY WILL BE PRICED AT THE APPLICABLE COLUMN. SELLER RESERVES THE RIGHT TO ADD OR REMOVE ITEMS ON THIS EXHIBIT AND TO CHANGE OR DISCONTINUE ANY DISCOUNTS OR ITEMS ON THIS EXHIBIT. NOTE THAT "VENDOR" PERCENTAGE DISCOUNTS WILL CONTROL OVER "PRODUCT CATEGORY" PERCENTAGE DISCOUNTS. NO OTHER DISCOUNTS APPLY.

## Delivery of DOE Program

- Products stocked by Newark shall be shipped same day, with two day delivery.
- Orders must be placed by 8PM EST to achieve same day shipping.

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- All hazardous material will be shipped with MSDS documentation and will ONLY ship ground freight with delivery in 5-7 days.
- Product delivery will be confirmed at the time of quote and order.
- Non-Stock product delivery will be confirmed with a promise date noted at the time of quote and or order.

## Newark - Additional Value Added Services

Newark will provide value added services at no additional charge to the authorized users and the SDB partners with the exception of kitting and certain on-site stockroom services of which a mutually agreed nominal fee may apply. No charge value added services include but are not limited to:

- Dedicated inventory
- Vendor Managed Inventory
- Less than reel quantities & re-reeling services
- · Bar-coding and special packaging
- Access to engineering services and sourcing support
- On-Site or virtual training seminars and custom technical events
- Access to Newark design tools including the KNODE our secure virtual workspace
- Local geographic team engagement and support
- Process improvement programs
- Savings programs such as product standardization and consolidation
- Customized E-Procurement catalogs
- On-Site or virtual E-Procurement training
- Obsolete product re-design support
- Access to 100+ engineers for sourcing and design assistance

### Small Disadvantaged Business (SDB) Partner Program Support

Newark will provide agreement pricing support of the SCMC and ICPT Agreements with additional financial funding and consideration to ensure total program value to the authorized users.

There is no additional cost above the SCMC and ICPT Agreement pricing in this attachment to an authorized user for utilization of Newark SDB partner.

Newark will support the SDB partners with logistics; E-Procurement fulfillment including Punchout or custom e-catalogs and related transactional support at no additional charge to the SDB partner or an authorized user.

Newark will develop joint solutions to expand support to the SDB Partner to meet all SOW requirements and will include on-going process improvements, quality controls and backend systems support at no additional charge to the SDB partners or an authorized user.