

MODIFICATION TO BASIC ORDERING AGREEMENT BETWEEN

ChemTreat, Inc.

AND

UT-BATTELLE, LLC

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

BASIC ORDERING AGREEMENT

ORNL-2020-1001

MODIFICATION NO. 1

This Modification between ChemTreat, Inc. (hereinafter "Seller") and UT-Battelle, LLC (UTB) accomplishes the following: 1) Incorporates clause to allow for price adjustment per established indexes.

ARTICLE 8 – ECONOMIC PRICE ADJUSTMENT

ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL (JAN 2017)

(a) The Seller shall notify the Procurement Officer if, at any time during Agreement performance, the rate of pay for labor (including fringe benefits) or the prices for material shown in the Schedule either increase or decrease. The Seller shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Procurement Officer may approve in writing, but not later than the date of final payment under this Agreement. The notice shall include the Seller's proposal for an adjustment in the Agreement prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Procurement Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Seller's adjustment proposal.

(b) Promptly after the Procurement Officer receives the notice and data under paragraph (a) of this clause, the Procurement Officer and the Seller shall negotiate a price adjustment in the Agreement prices and its effective date. However, the Procurement Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and prices of material shown in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Procurement Officer shall modify this Agreement (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Seller shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or prices for material shown in the Schedule. There shall be no adjustment for-

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Seller's failure to deliver or perform according to the delivery schedule results from causes beyond the Seller's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or prices for material which would not result in a net change of at least 3 percent of the then-current total Agreement price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any Agreement price made under this clause shall not exceed 10 percent of the original price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Procurement Officer may examine the Seller's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this Agreement or the time periods specified in the Agreement, whichever is earlier.

ECONOMIC INDEXES

Justification for changes in material costs for water treatment chemistries should reflect trends of the Producer Price Index PCU325998325998A: Chemical Product Manufacturing: Water Treating Compounds. The weight of this is 90% of delivered chemical costs.

Justification for changes in labor and servicing costs should reflect trends of the Employment Cost Index CIS202540000000I: Private Industry-Professional, Scientific, and Technical Services.

Justification for changes in delivery/shipping/freight costs should reflect trends of the Producer Price Index PCU4841224841221: General Freight Trucking, Long Distance less than Truckload. The weight of this is 10% of delivered chemical costs.

All other terms, conditions, and provisions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of UT-Battelle, LLC's signature date.

ACKNOWLEDGED AND CONFIRMED;

[SELLER] ChemTreat, Inc.	[CONTRACTOR]	Landon Hill Digitally signed by Landon Hill Date: 2022.09.28 09:33:13 -04'00'
BY: <i>Leila Hassan</i>	BY:	
TITLE: Contracts Manager	TITLE:	
DATE: 9/29/2022	DATE:	