
BASIC ORDERING AGREEMENT BETWEEN

LENOVO (United States) INC.

AND

UCHICAGO ARGONNE, LLC AS OPERATOR OF ARGONNE NATIONAL LABORATORY

BASIC ORDERING AGREEMENT No. 3U-33282

This Basic Ordering Agreement (BOA) between **LENOVO (United States) INC.** (hereinafter "Seller") and **UCHICAGO ARGONNE, LLC** is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes products listed in Attachment A.
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.llnl.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 B.
5. General Terms and Conditions (06/2012) are included in Attachment C, and 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 Agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA (3U-33282) and Order Release No. as required. The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement is June 10, 2013, through June 9, 2018.

The Seller agrees to furnish such quantities of products or services described herein as 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: Prompt payment discount or Net 30 days from receipt of a proper invoice or as designated on individual Contractor Order Release.
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 - FIXED PRICES

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified in Attachment B. The prices identified in Attachment B are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified. The Seller reserves the right to change any price reflected in Attachment B provided that written or electronic notification is provided to the Contractor 60 days in advance of such change.

ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

William Walsh
Procurement Operations Manager
Argonne National Laboratory
9700 South Cass Avenue
Building 201
Lemont, IL 60439
Phone: 630-252-7045
E-Mail: wmw Walsh@anl.gov

Or authorized designee:

Erik Schimke
Procurement Supervisor
Argonne National Laboratory
9700 South Cass Avenue
Building 201
Lemont, IL 60439
Phone: 630-252-1418
E-Mail: eschimke@anl.gov

BOA Sellers Administrator's Address is as follows:

Lenovo (United States) Inc.
1009 Think Place
Morrisville, NC 27560

Attention: Kathleen O'Neil
Phone: 919-294-2862
E-Mail: kaoneil@lenovo.com

ARTICLE 5 - SMALL BUSINESS RESELLER REQUIREMENTS

For those Agreements that are written to large business, the Seller agrees to offer all products and services described herein to the Contractors through authorized dealers/resellers.

It is understood that the intent of the BOA is to utilize local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors. This will assist the contractors in meeting established socio-economic goals imposed by the Department of Energy. The Seller agrees to propose a pricing strategy that would allow authorized dealers/resellers to sell to the Contractors at the ICPT agreed upon prices.

ARTICLE 6 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, 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.

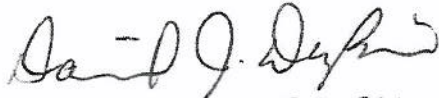
Seller's site specific pricing shall be included under Attachment B, Pricing.

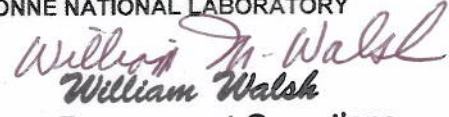
IN WITNESS WHEREOF, the parties hereto have executed this document as a of the day and year of Contractor's signature date.

ACKNOWLEDGED AND CONFIRMED:

Lenovo (United States) Inc.

UCHICAGO ARGONNE, LLC AS OPERATOR
OF ARGONNE NATIONAL LABORATORY

BY: 

BY: 
William Walsh

TITLE: DIRECTOR OF FEDERAL

TITLE: Procurement Operations
Manager

DATE: 6/11/2013

DATE: 6/11/2013

* A partial list of authorized resellers / dealers is attached in Exhibit "A".

ATTACHMENT A to No. 3U-33282

Product Category	Product
Laptop	T430 line
Laptop	X230 line
Laptop	T530 line
Desktop	M82 line
Thinkstation	D30 line
ThinkServer	TS430 line
ThinkServer	RD530 line

Period of Performance:

The period of performance shall be for five years from contract execution to be reviewed on an annual basis, checking for discounts etc., in order to demonstrate most favorable pricing is being given to the ICPT members. If found at any time most favorable pricing is not being given to the ICPT members Argonne has the sole authority to terminate the contract.

Data Reporting Requirements:

Seller shall report quarterly savings achieved by the use of the resulting ICPT Agreement to the named contact at individual site utilizing this Basic Ordering Agreement. In addition quarterly cumulative savings through the complex will be submitted to a single point of contact to be named later after award of the BOA. Savings shall be determined by calculating the difference between the BOA pricing and the previous pricing levels established either through GSA or historical provided by Lenovo in the past to DOE Contractors.

On an annual basis the Seller will provide the ICPT Representative designated for this action with a comparison as to how the respective pricing for the DOE complex compares with pricing with other Federal Agencies and in particular other civilian agencies. That comparison will include pricing as well as sales volume.

EPEAT Reporting:

In addition the Seller will provide; on at least an annual basis, information on their compliance with EPEAT Requirements as well as the number of units broken down into each respective category of units and by dollars for each site.

Employee Purchases:

It is contemplated that DOE contractor employees of the national laboratories can purchase any of the items above with the understanding that the individual is solely responsible for all costs associated with any purchase.

ATTACHMENT C TO BOA 3U-33282
BASIC ORDERING AGREEMENT BETWEEN
GENERAL TERMS AND CONDITIONS
FOR COMMERCIAL ITEMS AND SERVICES
DOE CONTRACTORS (06/12)

1. DEFINITIONS

The following terms shall have the meanings below:

- a. Government means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. Seller means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. Company means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. Item means "commercial items or services" and "commercial component", as defined in FAR 52.202-1.
- e. Order means individual requests for Items or Services (hereinafter referred to as "Item") issued under this BOA.
- f. Authorized Subcontractor means a subcontractor holding an active subcontract issued by a DOE Contractor.
- g. BOA Procurement Representative means the person responsible for negotiating and administrating the BOA.
- h. Order Procurement Representative means the person responsible for negotiating and administration of the respective Order.
- i. Site Specific Terms and Conditions means those unique requirements of the Company issuing Orders under this BOA which will supplement these general terms and conditions.

2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Item description, (2) face of the Order, (3) Site Specific Terms and Conditions, (4) face of the BOA, and (5) the BOA general terms and conditions.

3. TITLE AND ADMINISTRATION

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. The Company may assign the BOA and Orders to DOE or its designee, and in case of such transfer and notice thereof to Seller, Company shall have no further responsibilities hereunder.

4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the terms and conditions, all specifications and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgment of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor of the right of Company to enforce each and every provision. All rights and obligations shall survive final performance of the BOA or any Order there under.

5. WARRANTY

Seller expressly warrants that items delivered under the Orders shall be in accordance with requirements of the BOA and Order. The warranty shall begin upon acceptance and extend for a period of (1) the manufacturer's warranty period or six months, whichever is longer, if Seller is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty

period, whichever is longer, if Seller is the manufacturer, of the item or has modified it. If any defect appears within that time, Seller shall promptly repair or replace such items or re-perform services in accordance with the Seller's limited warranty as set forth in Attachment B. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace them or re-procure the services at Seller's expense.

6. ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to be paid amounts due or to become due to a financing institution if Company is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller.

7. NEW MATERIALS

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

8. TRANSPORTATION

Transportation shall be "FOB Destination" unless specified otherwise in the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges.

9. RISK OF LOSS

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of (1) the agreed price of such items, or (2) Seller's cost of replacing such items. Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

10. PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of (1) receipt of Seller's proper invoice, if required, or (2) delivery (and acceptance, if required by the Order) of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer, at the option of Company. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

11. DATA REPORTING REQUIREMENTS

- a. Seller shall report quarterly savings to the contractually named point of contact from the individual sites utilizing this BOA. Savings shall be calculated under the established methodology:
 1. BOA pricing paid below seller pricing previous price paid (Historically Pricing or established GSA Pricing).
- b. Seller shall report annual savings data, based on a fiscal year of October 1 - September 31, to the ICPT steering Committee Chair.
- c. Seller will provide on an annual basis EPEAT information on all items shipped to each location that made orders against the BOA.

12. COMPLIANCE WITH LAWS

- a. Seller shall comply with all applicable federal, state, and local laws and ordinances and all pertinent orders, DOE directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders. Seller warrants that each chemical substance constituting or contained in items furnished under this BOA is on the list of substances published by the Administrator of the Environmental Protection Agency pursuant to the Emergency Preparedness and Community Right-to-Know Act and Toxic Substances Control Act as amended. With each delivery Seller shall provide Company any applicable Material Safety Data Sheet as required by the Occupational Safety and Health Act and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this article in all subcontracts, at any tier, involving the performance of this BOA.

13. TERMINATION FOR CAUSE

- a. Only the Company issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the agreed-upon price for completed items delivered and accepted. The Company and Seller shall agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Seller's reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

14. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

15. TAXES

Taxes shall be collected and paid in accordance with the Site Specific Terms and Conditions of the respective Order.

16. CHANGES

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by issuance of a unilateral change order, or by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral change order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within 30 days from the date of receipt of Company's change notice, although Company in its sole discretion may

receive and act upon any claim for adjustment at any time before final payment.

- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.
- c. Nothing in this article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

17. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

18. SUSPENSION

The Company issuing the BOA may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the BOA for an indefinite period of time. The Company issuing the Order may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the Order. If any such suspension significantly delays the progress of or causes the Seller additional direct expenses in the performance of the BOA or any Order, not due to the fault or negligence of the Seller, the compensation to the Seller shall be adjusted by a modification to the BOA or any Order and the time of performance shall be extended by the actual duration of the suspension. Any claim by the Seller for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to the Seller to resume the performance of the BOA or any Order.

19. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

- ④ FAR 52. 219-8 Utilization of Small Business Concerns (MAY 2004)
- ④ FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at: <http://www.doi.gov/doi/esa/public/regs/compliance/posters/eeo.htm>)
- ④ FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and
- ④ FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- ④ FAR 52.227-3 Patent Indemnity (APR 1984)
- ④ FAR 52.227-9 Refund of Royalties (APR 1984)
- ④ FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

Exhibit B

Vendor Warranty Information

If a defect in material or workmanship is discovered during the warranty period, warranty service may be obtained by contacting Lenovo or a service provider approved by Lenovo ("Service Provider"). Repair, correction and replacement in the manner described below shall constitute fulfillment of all of Lenovo's obligations under the Lenovo limited warranty. A list of Service Providers and their telephone numbers is available at www.lenovo.com/support/phone.

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider's normal service area.

A Service Provider will attempt to diagnose and resolve problems over the telephone, e-mail or through remote assistance. The problem determination and resolution procedures specified by the Service Provider must be followed as part of the warranty service. A Service Provider may provide directions to download and install designated software updates.

If a problem may be resolved with a replacement part that may be installed by the Customer ("Customer Replaceable Unit" or "CRU"), the Service Provider will ship the CRU to the user for installation.

If a problem cannot be resolved over the telephone or remotely, through the user's application of software updates or the installation of a CRU, the Service Provider will arrange for service under the **Type of Warranty Service** designated for the hardware Product as specified below.

If a Service Provider determines that it is unable to repair a hardware Product, the Service Provider will replace it with one that is at least functionally equivalent. If a Service Provider determines that it is unable to either repair or replace a hardware Product, the sole remedy shall be to return the hardware Product to Lenovo for a refund of the purchase price.

When warranty service involves the replacement of a hardware Product or part, the replaced hardware Product or part becomes the property of Lenovo and the replacement hardware Product or part becomes the property of Customer. Only unaltered hardware Products and parts are eligible for replacement. The replacement hardware Product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original hardware Product or part. The replacement hardware Product or part shall be warranted for the balance of the warranty period remaining on the original hardware Product.

Before a Service Provider replaces a hardware Product or part, Customer shall:

1. remove all features, parts, options, alterations, and attachments not under warranty; and
2. ensure that the hardware Product or part is free of any legal obligations or restrictions that prevent its replacement.

Before service is provided, Customer shall:

1. follow the service request procedures specified by the Service Provider;
2. backup or secure all programs and data contained in the hardware Product;
3. provide the Service Provider with all system keys or passwords and sufficient, free, access to facilities to perform warranty service; and
4. ensure that all information about identified or identifiable individuals ("Personal Data") is removed from the hardware Product.

Hardware Product Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service

Notebook Battery		One (1) Year	1

If required, a Service Provider will provide repair or exchange service depending on the type of warranty service specified for the hardware Product. Scheduling of service will depend upon the time of Customer's call, parts availability, and other factors.

A warranty period of three (3) years on parts and one (1) year on labor means that Lenovo will provide warranty service without charge for:

- a. parts and labor during the first year of the warranty period (or a longer period as required by law); and
- b. parts only, on an exchange basis, in the second and third years of the warranty period. A Service Provider will charge Customer for any labor provided in performance of the repair or replacement in the second and third years of the warranty period.

Types of Warranty Service

1. Customer Replaceable Unit ("CRU") Service

Under CRU Service, a Service Provider will ship CRUs to Customer for installation by Customer. CRU information and replacement instructions are shipped with the hardware Product and are available from Lenovo at any time upon request. CRUs that are easily installed by Customer are called Self-service CRUs, while Optional-service CRUs may require some technical skill and tools. Installation of Self-service CRUs is Customer's responsibility. Customer may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for the hardware Product. An optional service offering may be available for purchase from Lenovo to have Lenovo install Self-service CRUs for Customer. Customer may find a list of CRUs and their designation in the publication that ships with the hardware Product or at www.lenovo.com/CRUs. The requirement to return a defective CRU, if any, will be specified in the materials shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) Customer may be charged for the replacement CRU if the Service Provider does not receive the defective CRU within thirty (30) days of Customer's receipt of the replacement.

2. On-site Service

Under On-Site Service, a Service Provider will either repair or exchange the hardware Product at Customer's location. Customer must provide a suitable working area to allow disassembly and reassembly of the hardware Product. For some hardware Products, certain repairs may require a Service Provider to send the hardware Product to a designated service center.

3. Courier or Depot Service

Under Courier or Depot Service, the hardware Product will be repaired or exchanged at a designated service center, with shipping arranged by a Service Provider. Customer is responsible for disconnecting the hardware Product. A shipping container will be provided to Customer for Customer to return the hardware Product to a designated service center. A courier will pick up the hardware Product and deliver it to the designated service center. Following its repair or exchange, the service center will arrange the return delivery of the hardware Product to Customer.

4. Customer Carry-In or Mail-In Service

Under Customer Carry-In or Mail-In Service, the hardware Product will be repaired or exchanged at a designated service center, with delivery or shipping arranged by Customer. Customer shall deliver or mail the hardware Product, postage prepaid, as the Service Provider specifies, suitably packaged to a designated location. After the hardware Product has been repaired or exchanged, it will be made available for collection

by Customer. Failure to collect the hardware Product may result in the Service Provider disposing of the hardware Product as it sees fit. For Mail-in Service, the hardware Product will be returned to Customer at Lenovo's expense, unless the Service Provider specifies otherwise.

5. Product Exchange Service

Under Product Exchange Service, Lenovo will ship a replacement hardware Product to Customer's location. Customer shall be responsible for its installation and verification of its operation. The replacement hardware Product becomes the property of Customer in exchange for the failed hardware Product, which becomes the property of Lenovo. Customer shall pack the failed hardware Product in the shipping carton used to ship the replacement hardware Product and return it to Lenovo. Transportation charges, both ways, are paid by Lenovo. Failure to use the carton in which the replacement hardware Product was received may result in Customer's responsibility for damage to the failed hardware Product during shipment. Customer may be charged for the replacement hardware Product if Lenovo does not receive the failed hardware Product within thirty (30) days of Customer's receipt of the replacement hardware Product.