

# 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

This Basic Ordering Agreement (BOA) between ChemTreat, Inc. (hereinafter "Seller") and UT-Battelle, LLC (UTB) 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 C - Seller's Price List and the services described in Attachment A – Statement of Work.
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 C - 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 Agreement and shall be direct billed accordingly.

### ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA (ORNL-2020-1001). The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement 4/15/2020 through 4/14/2025.

The Seller agrees to furnish such quantities of water treatment services 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

The Contractor shall be entitled to purchase water treatment services at the fixed prices identified in Attachment C - Seller's Price List. The prices identified in Attachment C - Seller's Price List are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified.

### ARTICLE 4 - ADMINISTRATIVE

**BOA Procurement Administrator's Address is as follows:**

Angela Shillings, 865-576-1552, [shillingsag@ornl.gov](mailto:shillingsag@ornl.gov)

**BOA Sellers Administrator's Address is as follows:**  
Cassia Conners, 210-865-9943, [cassiag@chemtreat.com](mailto:cassiag@chemtreat.com)

**ARTICLE 5 – RESERVED**

**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 C - Seller's Price List.

**ARTICLE 7 – ALTERATIONS AND ADDITIONS**

The following alterations in, or additions to, the clauses and documents forming this Agreement was made before the Agreement was signed by the parties:

1. Section 5, Warranty, of Attachment B - General Terms and Conditions is deleted in its entirety and is replaced with the following:

**SECTION 5. WARRANTY**

Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's affirmation, description, sample or model, and compliant with all requirements of the BOA and Order. The warranty shall begin upon Company 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 nonconformity or latent defect with the item appears within the 12 month warranty period, Seller shall promptly repair or replace said items or re-perform services. 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 said item. Seller will not cover the cost to re-procure the services.

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]	[CONTRACTOR]
BY: <b>Jose Luis</b> Digitally signed by Jose Luis Borrero	BY: Digitally signed by Landon Hill
TITLE: <b>Borrero</b> Date: 2020.04.14	TITLE: <b>Landon Hill</b> Hill
DATE: <b>08:31:14 -04'00'</b>	DATE: <b>2020.04.07 08:40:35 -04'00'</b>