

**BASIC ORDERING AGREEMENT (BOA)
BETWEEN**

GRAINGER INDUSTRIAL SUPPLIES

AND

The Trustees of Princeton University, represented by Princeton Plasma Physics Laboratory ("PPPL" or "Princeton") on behalf of the US Department of Energy ("DOE") Integrated Purchasing Team (hereinafter "DOE ICPT" "Contractor")

BOA NO.: ICPT BOA AGR-260254

Dated: Date Signed by Both Parties

PERIOD OF PERFORMANCE

January 1, 2026, through December 31, 2030

This Basic Ordering Agreement (BOA) between **W.W. Grainger, Inc.** (Vendor, hereinafter "Seller") and **The Trustees of Princeton University, represented by Princeton Plasma Physics Laboratory ("PPPL" or "Princeton") on behalf of the US Department of Energy ("DOE") Integrated Contractor Purchasing Team (hereinafter "DOE ICPT")** is entered into to provide products and services to Department of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes products and/or services listed in **Attachment A**.
2. This BOA is for DOE Prime Contractors/Site/DOE Sites (hereinafter collectively referred to as "Contractor" or "Site/DOE Site"). This BOA may also be used by other DOE Prime Contractors (collectively hereinafter called "Contractor").
3. The pricing is in accordance with **Article 4- Fixed Prices**
4. General Terms and Conditions (04/2016) are included in **Attachments C and D** 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 BOA and shall be billed directly.

ARTICLE 1 – SCOPE OF WORK

Seller shall provide Industrial Supplies (hereinafter called "supplies" or "products") on an as-requested basis in accordance with the prices or discounts in accordance with Article 4 – Fixed Prices. The Seller agrees to furnish such quantities of products described herein as Contractor may order during the term of this BOA. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the BOA.

All Orders placed hereunder shall reference the number of this BOA PPPL BOA DE-AC02- 09CH11466, and Contractor-specific release or order number as required.

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ARTICLE 2 – PERIOD OF PERFORMANCE (POP)

The Period of Performance of this BOA, unless sooner reduced, terminated, or extended in accordance with the terms and conditions of this BOA, shall commence on **January 1, 2026, through December 31, 2030**.

Option to Extend Term of BOA: Contractor may extend the term of this BOA by giving written notice to Seller by the date specified as the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor.

The term of this BOA may be extended pursuant to this clause for up a total of up to **twelve (12) months** beyond the initial term. Such extension may be made from time to time or in one modification.

The Contractor may cancel this BOA at any time upon 60 days written notice without further obligation, except for those obligations associated with any outstanding Contractor orders.

The Seller agrees to furnish such quantities of products or services described herein as Contractor may order during the term of this BOA.

ARTICLE 3 -DELIVERY

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

- F.O.B. Point (point of delivery): Destination FOB Destination
- Standard Ground Freight is prepaid on orders unless otherwise stated herein to ICPT Contractor's place of business anywhere in the continuous United States, using carrier of Seller's choice. Other terms apply to Alaska, Hawaii, export orders and orders placed for Sourced Products. Any extra charges incurred for additional services such as expedited delivery, ICPT Contractor's carrier or special handling by the carrier, will be paid by ICPT Contractor.
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 4 –PAYMENT

The work specified in Article 1 shall be billed follows:

- Payment Terms: Net 30 from receipt of an accurate invoice.
- Payment schedule shall be negotiated for each order under this BOA.

ARTICLE 5 – FIXED PRICES / DISCOUNT SCHEDULE

Prices for ICPT Contractors shall be in accordance with the Attachment A – ICPT Pricing Program.

Market Basket- Contractors shall have access to Attachment B- ICPT Market Program Price List.

- Seller and Buyer may agree to negotiate site-specific market basket pricing in addition to Attachment B- ICPT MARKET PROGRAM PRICE LIST.

ARTICLE 5 – ADMINISTRATIVE

Contractor BOA Administrator's Address is as follows:

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Princeton Plasma Physics Laboratory
100 Stellarator Road
Princeton, NJ 08430

Cheryl Colan
email: ccolan@pppl.gov
phone: 609.243.3486

Michelle Thomas
email: mthomas2@pppl.gov
phone: 609.243.3976

Seller BOA Administrator's Address is as follows:

W.W. Grainger Inc.

Primary Contact:

Todd Dietrich -
314-368-8659
Todd.dietrich@grainger.com

Secondary Contact:

Tara Katseanes
W.W. Grainger, Inc.
208-407-6668
Tara.Katseanes@grainger.com

ARTICLE 6 – REPORTING REQUIREMENTS

The Seller shall submit a spend and savings report to the ICPT Reporting Representative of the ICPT Executive Council 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 the difference between the ordering pricing and Sellers OEM list price for those same products under this agreement.

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

Quarterly Reporting:

The Seller agrees to provide quarterly savings reports, broken out by site on or before the 15th business day of the month following the end of each Fiscal Quarter. The savings report issued in October each year shall also include an annual report of savings in addition to the Fourth Quarter savings.

ARTICLE 7 – SMALL BUSINESS RESELLER REQUIREMENTS

The Seller agrees to work with the Contractor to offer all supplies described herein to the Contractor through a small business.

This includes Grainger approved BOA aligned Strategic Alliance Small Business Authorized Resellers.

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A list of Grainger approved BOA aligned Strategic Alliance Small Business Authorized Resellers shall be provided to the Buyer upon request. Seller and Buyer agree that the list may be updated with additional Small Business Partners upon approval by Seller.

ARTICLE 8 – 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 negotiate the incorporation of its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws. In no event shall this negotiation lead to increased prices unless specifically agreed to by the Contractor.

ARTICLE 9 – RECORDS AND AUDITS

The Seller shall maintain appropriate records relating to this Agreement for a period of three years after final payment.

Each participating site and/or PPPL reserve(s) the right to conduct periodic reviews of the Seller's records. The Seller shall maintain documentation to validate the prices charged for an Ordered Item for a period of three years after final payment for the Item. The Seller shall refund to each participating site any amount paid of the Ordered Items in excess of the pricing established in this Agreement. The amount of any refund may be determined from a statistical sample of each participating site and/or Seller's records, in lieu of a full review.

ARTICLE 10 – LIST OF ATTACHMENTS

ATTACHMENT A – ICPT PRICING PROGRAM (10/27/2025)

ATTACHMENT B - ICPT MARKET PROGRAM PRICE LIST

ATTACHMENT C – TERMS AND CONDITIONS FOR SOURCED PRODUCT AND SERVICE

ATTACHMENT D – ICPT GENERAL TERMS AND CONDITIONS

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

ACKNOWLEDGED AND CONFIRMED;

W.W. GRAINGER, INC. TODD DIETRICH	THE TRUSTEES OF PRINCETON UNIVERSITY ON BEHALF OF THE U.S. DEPARTMENT OF ENERGY INTEGRATED CONTRACTOR PURCHASING TEAM
BY: 	BY:
TITLE: SCBM	TITLE: Hekima Qualls
DATE: 11-24-2025	DATE: Chief Procurement Officer 11/24/2025

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