

BASIC ORDERING AGREEMENT BETWEEN

Newark element 14
4180 Highlander Parkway
Richfield, OH 44286

AND

Idaho National Laboratory
On Behalf of ICPT for the Department of Energy

BASIC ORDERING AGREEMENT

No. INL-BOA-06-30-2013

This Basic Ordering Agreement (BOA) between Newark element 14 (Vendor, hereinafter "Seller") and [Contractor] is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes items manufactured and/or distributed by Seller.
2. This Agreement is for the Department of Energy contractors named in Attachment A and authorized subcontractors. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
3. The following document is incorporated by reference and hereby forms a part of this action: ICPT General Terms and Conditions dated June 2012. Note ICPT's General Terms and Conditions are available at the following Internet address: https://icpt.inl.gov/t_and_c.html
4. The pricing is in accordance with Attachment B.

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

The original term of this BOA is Two (2) years from the effective date of this BOA. Effective term of BOA is as follows - 11/1/2013, through 10/31/2015.

The performance period of this BOA may be extended by four (4) one (1)-year periods prior to the expiration of the original period of performance.

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 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, standard ground freight is paid by Seller for deliveries to locations within the contiguous United States. Contractor is responsible for freight charges for deliveries outside of the contiguous United States and any expedited or special shipping or handling.
- Payment Terms: Prompt payment discount or 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

Contractor shall be entitled to purchase goods and services listed in Attachment B at the discounts set forth in the Agreement.

Prices set forth in Attachment B shall be fixed until 10/31/2014. Seller agrees to review annual ICPT spend on or before October 31st, of each year to determine ICPT's discount to be offered in Attachment B. Effective November 1st, of each year, the revised Attachment B will be offered to all Contractors. Pricing shall remain in effect and fixed until October 31st, of the next year.

All other items not listed in Attachment B shall be priced in accordance with the Seller's GSA Schedule GS-06F-0044M (exp. April 30, 2017) in effect at the time of the order.

By entering into this BOA, Seller warrants that the pricing stated herein is not greater than that charged Seller's most favored customer for like quantities for the same or similar materials under like conditions of sale. INL and/or the U.S. Government shall have the right to examine Seller's records to ensure compliance with this warranty. Seller agrees to refund any amount paid by the contractor which exceeds the price charged and Subcontractor's customers for like quantities of the same or similar materials under like conditions of sale on year from the date of the orders placed by the contractors under this BOA.

ARTICLE 4 - REPORTING

Seller shall report quarterly savings to the BOA administrator listed in Article 5. Savings shall be calculated two ways. First savings shall be calculated using price paid under GSA pricing, if no GSA pricing is available savings shall be calculated using price paid under previous price paid. Idaho National Laboratory (INL) shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. INL shall provide the seller written notice of an audit twenty one (21) business days prior to the audit, and the audit shall be conducted between 8 A.M. and 5 P.M., Monday through Friday.

ARTICLE 5 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

Mr. Benjamin Louderback
Idaho National Laboratory
1955 Fremont Ave.
Idaho Falls, ID 83415-1303

BOA Sellers Administrator's Address is as follows:

Joan S. Mac Duff/Contract Administration
Newark Corporation
4801 North Ravenswood Avenue
Chicago, IL 60640

ARTICLE 6 – SMALL BUSINESS RESELLER REQUIREMENTS

The Seller agrees to offer all products and services described herein to the Contractors through mutually agreed on small business dealers/resellers. The Seller agrees to provide a list of all mutually agreed on small business dealers/resellers' location and socioeconomic status.

This includes 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 7 - 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.

ARTICLE 8 - WARRANTY

Products are sold by the Seller with such warranties as may be extended by the manufacturer of the product(s), and there are no warranties for value added services, services bundled with the products, or other services provided by the Seller. Copies of the manufactures' warranties are available prior to the purchase of products by contacting the seller. The seller makes no other warranties and all implied warranties of merchantability, title, and fitness for a particular purpose and hereby disclaimed. Company is responsible for installation and use in accordance with manufactures' instructions and the seller

shall not be responsible for company's improper selection of a product for a particular application or otherwise. No warranty will apply if the products are in any way altered or modified after delivery to company.

ARTICLE 9 – COMPLIANCE WITH LAWS

Seller will provide all Material Safety Data Sheets for those products Seller has identified as containing potentially hazardous substances. In addition, Seller will provide the original manufacturers product specification datasheet on request or Company may obtain both the Material Safety Data Sheet and the manufacturers specification datasheets and other relevant product data from Sellers public web catalog or Sellers custom Punch-out catalog housed on Company's sourcing and procurement portal. As a distributor, not a manufacturer of the products it sells, Seller relies on its suppliers to inform it that products sold by Seller containing chemicals 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 are identified and have the proper documentation.

ARTICLE 10 – TERMINATION FOR CONVENIENCE

Either party may terminate the agreement in whole or in part with sixty (60) days written notice.

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

ACKNOWLEDGED AND CONFIRMED;

[SELLER]	[CONTRACTOR]
BY:	BY: Benjamin Louderback
TITLE:	TITLE: Procurement Agent
DATE:	DATE: 10/11/2013