

## BASIC ORDERING AGREEMENT BETWEEN

Terresolve EnviroLogic Products

AND

Washington Savannah River Company (WSRC)

## BASIC ORDERING AGREEMENT

2008 ICPT-LUB 001

This Basic Ordering Agreement (BOA) between Terresolve EnviroLogic Products (hereinafter "Seller") and WSRC 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 Agreement is for the Department of Energy contractors (a list is available at <https://icpt.llnl.gov/> under Tab "Contacts" then ICPT Contact Information) and authorized subcontractors. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
3. The pricing is in accordance with Attachment C.
4. General Terms and Conditions (01/2006) are included in Attachment 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 Agreement and shall be direct-billed accordingly.

### ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA (2008 ICPT-LUB 001.) and Order Release No. [provided by the individual site upon ordering] as required. The term of this BOA is five years from the effective date of this BOA. Effective term of this Agreement is June 6, 2008 through June 5, 2013.

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 except as listed on Attachment C
- ✓ 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

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified in Attachment C. The prices identified in Attachment C 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 C provided that written or electronic notification is provided to the Contractor 30 days in advance of such change.

### ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

Peggy Plyler

Washington Savannah River Company

Building 730-4B

Aiken, SC 29808

803-952-9821 (Office)

peggy.plyler@srs.gov

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

Barb Richardson

Terresolve EnviroLogic Products

35585-G Curtis Blvd

Eastlake, OH 44095

440-951-8633

brichardson@terresolve.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.

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 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, Pricing.

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

ACKNOWLEDGED AND CONFIRMED:

<b>Terresolve EnviroLogic Products</b>	<b>Washington Savannah River Company</b>
BY: <i>Will J. Noh</i>	BY: <i>Peggy L. Plyler</i>
TITLE: <i>Sales Engineer</i>	TITLE: <i>BOA Seller Material Acq.</i>
DATE: <i>June 9, 2008</i>	DATE: <i>6/9/08</i>

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**Attachment A  
Products**

**Hydraulic Oil, AW Universal**

EnviroLogic 122  
EnviroLogic 132  
EnviroLogic 146  
EnviroLogic 168

**Hydraulic – Universal Tractor**

EnviroLogic 700

All Hydraulic Oil is available in:

Bulk – 6000 gallons minimum (freight included)  
275 gallon tote (freight included)  
55 gallon drum (freight included)  
5 gallon pails (freight prepaid and added)

**Penetrating Lubricant**

EnviroLogic 39

Penetrating Lubricant is available in:

Bulk – 6000 gallons minimum (freight included)  
275 gallon tote (freight included)  
55 gallon drum (freight included)  
5 gallon pails (freight prepaid and added)  
1 gallon containers  
    (minimum order 1 case [6 ea 1 gallon containers] freight prepaid & added)  
12 oz aerosol  
    (minimum order 5000 ea, freight prepaid and added)