
BASIC ORDERING AGREEMENT BETWEEN
US Patriot, LLC
AND
Honeywell, Federal Manufacturing & Technologies, LLC
BASIC ORDERING AGREEMENT
FMT-SCMC31633

This Basic Ordering Agreement (BOA) between US Patriot, LLC (herein after "Seller") and Honeywell, Federal Manufacturing & Technologies, LLC (hereinafter "FM&T") is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This BOA includes Army Combat Uniforms from Propper and Tru-Spec and miscellaneous security related equipment.
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE a 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. The pricing discounts which are incorporated and made part herein as Attachment A.
4. General Terms and Conditions for Commercial Items and Services DOE Contractors (01/2006) which are incorporated and made part herein as 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 BOA and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA (FMT-SCMC31633) and an Order Release No. [provided by the individual sites upon ordering] as required.

The term of this BOA is five years and shall be effective from 8/12/2011 through 8/31/2016. The BOA shall have an evergreen option and can be extended in one (1) year increments by successful performance by the supplier and the agreement of both parties.

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 BOA.

There will be multiple methods for ordering materials against any subsequent agreement(s). It is required that the supplier's pricing will be the same, regardless of the method of ordering. The items purchased under this agreement may be ordered and the requests for material may be transmitted to the supplier, via E Commerce, electronically, fax, mail, or phone.

A. Customer Service

The Seller shall provide a customer service/technical/administrative support contact for this Agreement. Support shall be provided from 8:00 am-5:00 pm across all time zones. The Seller may chose to provide a single support contact for all the participating sites or a support person for each participating site, or any combination therein.

B. Reporting

Seller shall maintain a copy of the source base price documentation for a three year period.

Seller shall provide to the contract administrator, named herein, performance reports by Sites detailing usage by Manufacturer, Manufacturer part/number, quantity sold and pricing.

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 Army Combat Uniforms at the fixed pricing identified on Attachment A and other security related equipment available from the Seller at the percentage discounts identified in Attachment A. The percentage discounts shall be firm for the life of the agreement. For equipment the discounts listed on Attachment A shall be applied to the then current manufacturer price list.

ARTICLE 4 - ADMINISTRATIVE

Contract Administrator's Address is as follows:
Honeywell, Federal Manufacturing & Technologies, LLC
2000 E. 95th Street
Kansas City, MO 64141
Lisa Krstulic
Office- 816-997-5293
lkrstulic@kcp.com

BOA Sellers Administrator's Address is as follows:
US Patriot, LLC
212 Candi Lane
Columbia, SC 29210
Kenny Hayes
Office- 800-805-5294, X429
Kenny@uspatriottactical.com

ARTICLE 5 - SMALL BUSINESS RESELLER REQUIREMENTS

For those BOA's 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.

ARTICLE 7 - ATTACHMENTS

Attachment A-Master Discount Schedule
Attachment B- General Terms and Conditions for Commercial Items and Services DOE Contractors (01/06)

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

[SELLER] US Patriot, LLC	[CONTRACTOR] Honeywell, Federal Manufacturing & Technologies, LLC
BY: <i>Kenny Hayes</i> 	BY: Lisa Krstulic <i>Lisa Krstulic</i>
TITLE: <i>Sales Manager</i>	TITLE: Commodity Manager
DATE: <i>8/12/2011</i>	DATE: 8/12/2011