

MODIFICATION NO. 1
to
BASIC ORDERING AGREEMENT NO. LLNL ICPT 001
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY
and
VWR SCIENTIFIC PRODUCTS CORP.

INTRODUCTION

This Modification No. 01 to Agreement No. LLNL-BOA-2002-002 is entered into by and between The Regents of the University of California, Lawrence Livermore National Laboratory (hereinafter called "University") and VWR International (hereinafter called "Subcontractor").

PURPOSE

The purpose of this Modification is to:

- Revise the Pricing Terms section of this Agreement to include language regarding Special Handling fees;
- Modify the Master Discount Schedule Attachment, and;
- Revise the Incorporated Documents section as a result of the changes to the Master Discount Schedule.

AGREEMENT

The parties agree to modify the Agreement in the following particular(s) only:

MODIFICATION(S) TO SCHEDULE OF ARTICLES

ARTICLE 4 – PRICING TERMS

Article 4, is hereby deleted in its entirety as written and replaced with the following:

“Discount Schedule:

The Supplies shall be furnished at the fixed discounts identified in ATTACHMENT A, MASTER DISCOUNT SCHEDULE. All of the Sellers packaging permits and related handling costs shall be included in the price for the Supplies.

The column entitled ‘Manual Order Discount’ identifies the discounts which shall be applied to all orders placed via phone and/or facsimile.

For all orders placed electronically, i.e. through the internet or through electronic data interface (EDI), the Seller shall apply an additional .006% discount to the then current discount identified in either the Manual Order or Haz/Ice Electronic Order Columns of the Master Discount Schedule. This additional discount shall apply to all orders placed electronically, regardless of volume and/or value of orders placed in this manner. The additional discount does not apply to those electronic orders placed through a small business Authorized Dealer.

The column entitled 'Haz/Ice Electronic Order Discount' identifies the discount for only those items purchased electronically that require special handling i.e. Hazardous, Dry and Blue Ice. The special handling fees for these items are built into the identified discount. Special handling fees for manual orders are not built into the 'Manual Order Discount' and will be handled as a separate charge at the time of order placement.

The discounts in both columns will be the base from which the additional electronic order discount shall be applied. In the event there is no identified discount in the Haz/Ice Electronic Order Column, no Special Handling Fees apply and the Seller shall use the Manual Order Discount as the base from which to apply the additional electronic discount.

Discount Schedule Modifications:

The discounts identified in ATTACHMENT A, MASTER DISCOUNT SHCEDULE, shall remain fixed through January 31, 2004. For every year thereafter, through the expiration date of this Agreement, the Seller shall provide the BOA Procurement Administrator with an updated discount schedule no later than February 1st with the identified discounts effective through January 31st of the following year.

The University will consider revisions to the Master Discount Schedule on a semi-annual basis beginning no earlier than February 1, 2004. In the event a discount is decreased, the Seller shall provide a written justification for such change in sufficient detail to allow the BOA Procurement Administrator to determine the reasonableness of the request. An increase in the discount does not require any formal request and/or justification.

A justification requesting a decrease in the discount attributable to increased manufacturers pricing shall include manufacturer's documentation substantiating the proposed price increase. This documentation may include invoices, written notification from the manufacturer of price or trade discount changes, revised manufacturer's price lists, etc. All approved changes will be incorporated by issuance of a written modification to this Agreement.

Once established, the discounts will not be subject to change unless the net price for any item falls below Seller's cost. The price for that item will then be priced at Seller's cost plus 8.0%."

ARTICLE 4 – INCORPORATED DOCUMENTS

Article 14, is hereby deleted in its entirety as written and replaced with the following:

"The following documents are herby incorporated as a part of this Agreement and are attached hereto:

- ATTACHMENT A - MASTER DISCOUNT SCHEDULE, (Revised 8/13/02)
- ATTACHMENT B - FREIGHT GUIDELINES
- ATTACHMENT C - GENERAL TERMS AND CONDITIONS, 05/01
- ATTACHMENT D - LIST OF AUTHORIZED M&O/M&I CONTRACTORS

All other terms, conditions, and provisions of the Subcontract shall remain in full force and effect.

The parties have executed this Modification No. 1, effective as of the date of the Subcontractor's signature.

VWR INTERNATIONAL

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

BY: _____
Bob Shannon

BY: _____
Kristin S. Ruley

TITLE: Region Manager Pacific Area,
ICPT Pricing Manager

TITLE: Sr. Contract Administrator
LLNL Procurement & Materiel

DATE: _____

DATE: _____

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