

Company Name:	
Contact Name:	
Telephone:	
E-mail:	
Business Address:	
Invoice Address: <i>*If different from Business Address</i> <i>Indicate if you prefer emailed invoice</i>	
Company PO Number:	
Shipping Address: <i>*If different from Business Address</i> <i>NOTE: Cannot ship to PO boxes</i>	
Shipping Contact Name:	
Telephone:	
Email:	
FedEx or Shipping Account #:	
End-User Name:	
End-User Telephone:	
End-User E-mail:	
For USA Orders: provide NRC or State License Number, or DOE Contract or Military Contract Number with expiration date. Customers will be asked to provide copy of license if not on file with NBL Program Office	
License or Contract #:	
Expiration Date:	

Required End-Use Statement: <i>Provide a detailed description of how the materials will be used</i>
IF you intend to re-distribute the materials, indicate to whom (company name and address) and for what purpose:

Signature of Buyer:	
Date:	

By signing this form, buyer agrees to the Terms and Conditions attached.

Warning: Title 18, United States Code, Section 1001 makes it a criminal offense to make a willfully false statement or representation to any Department or Agency as to any matter within its jurisdiction.

MATERIAL ORDER FORM

Please enter at a minimum Material ID, Description, and Quantity

	Material ID	Brief Description	Quantity	Unit Price	Total
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
NOTE: The NBL Program Office charges for packaging and shipping containers on all orders. Any additional processing may incur additional fees.				Total:	

E-mail a copy of this form to:

NBLSales@science.doe.gov

Telephone: +001-630-252-2767

Questions or comments should be addressed to NBLSales@science.doe.gov or by telephone to 1-630-252-2767.

MATERIAL ORDER FORM

TERMS AND CONDITIONS

This order for NBL PO Reference Materials (hereinafter referred to as "RM") is placed in accordance with and subject to the following terms and conditions:

1. **Contracts and Signed Statements:** As an agency of the United States Government, Department of Energy, NBL Program Office attests solely to the provision provided in these Terms and Conditions. Receipt of orders by the NBL Program Office does not imply acceptance of any provisions set forth in the order that are contrary to the policy, practice, or regulations of the Department of Energy or the U.S. Government. In general, the NBL Program Office will not sign any affidavits, acknowledgement forms, or other documents for procurement of goods and services. These Terms and Conditions supersede any conflicting or additional terms and conditions included in any purchase request or other document submitted to the NBL Program Office. By ordering nuclear materials, the customer is agreeing to these Terms and Conditions.
2. **Agreement for Cooperation** - The provisions of the Agreement for Cooperation between the Buyer Government and the U.S. Government concerning the civil uses of atomic energy shall apply to this transaction.
3. **Title to Materials:**
 - 3.a. Foreign Buyer - To the extent that RM may contain or consist of special nuclear material, title to such special nuclear material shall pass to and vest in the Buyer's Government at the time the CRM leaves the jurisdiction of the United States of America.
 - 3.b. Domestic Buyer – Title to RM shall pass to Buyer when such material is delivered to the carrier.
4. **Shipment and Payment** - RM covered by this order will be shipped in compliance with U.S. and international shipping and transportation regulations relevant to the particular type of material. RM's are typically shipped by freight collect. Some RM's must be shipped by sea or require special handling, in which case the Buyer will be required to designate an experienced U.S. Agent (shipping or brokerage firm) as an intermediate consignee for the shipment. The NBL PO reserves the right to select transport brokers for each shipment.
 - 4.a. NBL PO reserves the right to select those approved shipping containers, carriers, and modes of shipment which fully comply with Federal and international transportation regulations in effect at the time of shipment.
 - 4.b. The Buyer agrees to pay the U.S. Department of Energy (DOE) the RM prices, applicable shipping container fees, packaging fees and transport fees established in accordance with the Department Pricing Policy (DOE Order 522.1) in effect on date of shipment.
5. **Invoice** - NBL PO may require payment for RM before shipment to Buyer in U.S. currency promptly upon receipt of invoice from the U.S. DOE. Terms are net 30 days.
6. **Interest** - Invoices not paid within 30 days from the date of the demand for payment will bear interest. Interest shall be computed from the date of the demand for payment until repayment by the contractor. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. § 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid. Debt may be subject to administrative charges in accordance with the requirements of 31 U.S.C. § 3717(e) and the Debt Collection Improvement Act of 1996.
7. **Quantities** - The NBL PO reserves the right to limit RM quantities and frequency of orders.
8. **Returned Goods** – Except for shipments made in error, NBL PO RM's are not returnable. Requests to return RM's must be made within 30 days of receipt of shipment and in writing to NBL PO.
9. **Limitation of Liability** - The Government shall not be liable for any special, indirect, incidental, or consequential damages, including but not limited to, injury or damage caused to person or property or loss of any kind whatsoever, resulting from fabrication, packaging, labeling, transportation, delay in filling the order, delay in delivery, or otherwise.
10. **Exclusion of Warranties** - The Government expressly excludes all warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.
11. **Indemnification by Buyer** - Buyer agrees to indemnify and hold harmless the Government, and all persons acting on its behalf, from all liability to any person for injury or death of any person or damage or destruction of property arising out of this sale by the Government. This clause does not apply to other elements of DOE, other U.S. Government Agencies, or to purchases by DOE Management and Operating Contractors under their prime contract with DOE.
12. **Cancellation by Government** - The Department reserves the right to cancel the order (a) in the event the buyer's license (where applicable) is suspended, cancelled, or revoked pursuant to the Atomic Energy Act of 1954 or (b) when cancellation of this order is determined to be necessary to the national defense and security of the United States.
13. **No Assignment** - Neither this agreement nor any rights or interests herein shall be assigned or transferred by the buyer.
14. **Complete Agreement** – This order is the complete and exclusive statement of the terms and conditions of this agreement.
15. **Officials Not to Benefit** – No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this order, or to any benefit that may arise there from; but this provision shall not be construed to extend to this order if made with a corporation for its general benefit.
16. **Disputes** – This order is subject to the Contract Disputes Act of 1978, 41 U.S.C. § 7101, et seq. The provisions of 10 CFR Part 624, are incorporated herein by reference.

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