

Company Name:	
Contact Name:	
Telephone:	
E-mail:	
Business Address:	
Invoice Email Address: <i>or address if you prefer mailed 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:	
<p>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</p>	
License or Contract #:	
Expiration Date:	

<p>Required End-Use Statement: <i>Describe how the materials will be used, including a description of the programmatic value and/or sponsor of purchase.</i></p>
<p>IF you intend to re-distribute the materials, indicate to whom (company name and address) and for what purpose:</p>

Signature:	
Date:	

By submitting 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.

Questions or comments should be addressed to NBLSales@nnsa.doe.gov

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:	

Note: NBL has a new email and website. Please save our new contact information.

Email: NBLSales@nnsa.doe.gov
 Telephone: +001-240-780-6842
 Website: <https://energy.gov/nnsa/nbl-program-office>

E-mail a copy of this form to NBLSales@nnsa.doe.gov

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MATERIAL ORDER FORM

TERMS AND CONDITIONS

This order for NBL Program Office Reference Materials (RM) is placed in accordance with and subject to the following terms and conditions:

1. **Definitions.** For purposes of this Material Order Form (Order or Agreement), “BUYER” means “the person or entity placing this Order. “Government” means the United States of America. “Department” or “DOE” means the U.S. Department of Energy. “SELLER” means the DOE NBL Program Office. “Contractors” means DOE contractors and their employees who fill or participate in the filling of this Order; however, these Contractors are not agents of the Department.
2. **Exclusivity of Terms and Conditions.** As an agency of the United States Government, the SELLER attests solely to these Terms and Conditions. Receipt of orders by the SELLER does not imply acceptance of any provisions set forth in the Order that are contrary to the policy, practice, or regulations of the Department or the U.S. Government. In general, the Seller 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 SELLER. **By ordering RMs, the BUYER is agreeing to these terms and conditions.**
3. **Agreement for Cooperation.** This Order shall be, in all respects, subject to and in accordance with the terms and conditions of any applicable Agreement for Cooperation in place for the transfer of source, special nuclear, or by-product material (Atomic Energy Act or AEA Material) outside the United States.
4. **Title, Risk of Loss, and Physical Custody.**
 - a. **FOREIGN BUYER.** To the extent that a RM may contain or consist of AEA Material, title to such AEA Material shall pass to and vest in the BUYER at the time the CRM leaves the territorial jurisdiction of the United States of America.
 - b. **DOMESTIC BUYER.** Title to, risk of loss for, and physical custody of the RM ordered under this Order shall pass to BUYER when such material is delivered to the carrier.
5. **Payment and Shipment.**
 - a. The BUYER agrees to pay the U.S. Department of Energy (DOE) the RM prices, applicable shipping container fees, packaging fees, and transport fees in effect on date of shipment. Customers are responsible for all custom duties and import fees.
 - b. Any 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. The SELLER reserves the right to select transport brokers for each shipment. SELLER 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.
 - c. With respect to foreign shipments, the SELLER, its shipping contractor, and their transport broker reserve the right to select the appropriate Incoterms to address how delivery will be accomplished. Regardless of the Incoterms selected, the SELLER requires access to allow full tracking of each shipment and formal acknowledgement from BUYER of receipt of the shipment upon delivery.
6. **Invoice.** SELLER may require advance payment for RM and applicable costs in U.S. currency prior to shipment. Payment is due within 30 days of receipt of SELLER’S invoice.
7. **Interest.** On all amounts not received on or before the due date as specified above, the BUYER shall pay interest which shall be computed from the due date for payment until repayment by the BUYER. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 31 U.S.C. § 3717, which is applicable to the period in which the amount becomes due, and then at the rate applicable for period until the amount is paid. The BUYER may also 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.
8. **Quantities.** The SELLER reserves the right to limit RM quantities and frequency of orders.
9. **Returned Goods and Limitation on SELLER’S Liability.** Except for shipments made by SELLER in error, or if BUYER is prohibited by law from accepting such a shipment, RMs ordered by BUYER are not returnable. Requests to return a RM in either situation must be made to SELLER in writing and within 30 days of receipt of shipment. For a returned shipment to be

accepted, SELLER must be contacted at NBLsales@nnsa.doe.gov for authorization and upon approval, SELLER will provide a return authorization and return shipping instructions. The BUYER is not entitled to 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. In the event SELLER is prohibited by law from accepting a shipment of a RM, the BUYER can either, with advance approval from SELLER, 1) return the RM at BUYER's cost or 2) reject the delivery and reimburse the SELLER for its shipping and disposition costs.

10. **Liability.** Neither the SELLER, the Government, the Department, nor its Contractors will be responsible for any injury to or death of persons or other living things, or damage to or destruction or loss of property, specifically including material supplied by the BUYER, or for any other loss, damage or injury of any kind whatsoever resulting from the performance of services or furnishing of RM hereunder, by the SELLER, the Government, the Department, or its Contractors, to the extent such injury, death, damage, destruction, or loss is not caused by the negligence or willful misconduct of the Government, the Department, or its Contractors.
11. **Disclaimer.** Neither the government, DOE, nor persons acting on behalf of doe warrant that materials delivered to the customer under this order (1) will not result in injury or damage when used for any purpose, (2) are of merchantable quality, or (3) are fit for any particular purpose.
12. **Indemnification by BUYER.** BUYER agrees to indemnify and hold harmless the SELLER, the Government, and all persons acting on its behalf, from and against any and all liabilities, penalties, fines, forfeitures, claims, causes of action, and costs and expenses (including the costs of defense and/or settlement, including, but not limited to, attorney's fees), caused by, resulting from or arising out of, in whole or in part, injury to or death of any person or damage or destruction of property arising out of the furnishing of RMs from the SELLER to the BUYER. This clause does not apply to purchases made by other elements of DOE, other U.S. Government agencies, or DOE Management and Operating Contractors acting under their prime contracts with DOE.
13. **Cancellation by Government.** The SELLER 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 AEA or other regulatory body; (b) when cancellation of this order is determined to be necessary to the national defense and security of the United States or in the best interest of the U.S. Government; or (c) when the BUYER is delinquent on any payments due under this Order, any other Orders for RMs, or other material orders from the Department or SELLER.
14. **No Assignment.** Neither this Order nor any rights or interests herein shall be assigned or transferred by the BUYER.
15. **Complete Agreement.** This Order Form is the complete and exclusive statement of the terms and conditions of this Agreement.
16. **Covenant Against Contingent Fees.** The BUYER warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the SELLER shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
17. **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.
18. **Permits, Laws, Regulations and Ordinances.** The BUYER shall procure all necessary permits or licenses (including any special nuclear material licenses) and comply with all applicable laws, regulations, and ordinances of the United States and of any State, territory, or political subdivision.
19. **Values.** RMs are designed and intended to be used in the forms in which they are sold. The values (certified, noncertified, reference, or information) provided with these materials, as well as the metrological integrity of the materials themselves, are valid only when the materials are unaltered prior to use. All values (certified, noncertified, reference, or information) are nullified if the RM is stored or used improperly, damaged, contaminated, or otherwise modified in any manner.
20. **References to SELLER in Advertisements.** SELLER does not approve, recommend, or endorse any product or proprietary material. No individual or entity shall reference SELLER in any advertising or sales promotion, which would indicate or imply that SELLER approves, recommends, or endorses any product or proprietary material.

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