



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4616
FT. BELVOIR, VIRGINIA 22060-6220

December 20, 2001

IN REPLY
REFER TO

**AMENDMENT NO. 001 TO
BASIC ORDERING AGREEMENT FOR
PLATINUM GROUP METALS**

UNDER DLA-PGM-002

Effective January 1, 2002, the following changes are hereby made to the above referenced solicitation.

1. SECTION E – MATERIAL TRANSFER/REMOVAL

E.2 Delivery of Material

Paragraph a. **Unallocated Account** sub paragraph (v) is hereby changed as follows:

(v) Transfer instructions must be received by DNSC no later than 2:00 p.m., local time, Ft. Belvoir, VA two business days preceding the date of desired delivery. **if payment terms have been extended. If payment terms have not been extended** transfer instructions must be received by DNSC no later than 2:00 p.m., local time, Ft. Belvoir, VA **three** business days preceding the date of desired delivery. **Confirmation of payment must be received one day prior to the transfer/value date.** Any transfer instructions received after 2:00 p.m. will be deemed received on the following business day.

2. SECTION F – TRANSFER.SHIPPING

F.2 Assumption of Risk and Disclaimer of Liability

Delete this entire clause in its entirety and replace with the following:

The Contractor and its assignees or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this material by the Contractor, Contractor's employees, or any person subject to Contractor's control. The Government assumes no liability for any damages to the property of the Contractor, any other person or property, or any personal injury, illness, disability or death to the Contractor, Contractor's employees or any other person subject to Contractor's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance.

3. SECTION G – CONTRACT ADMINISTRATION

G.1 Title (JAN 98)

Delete this entire clause in its entirety and replace with the following:

Title to the material shall pass to the Contractor upon payment or transfer/removal of material whichever comes first.

G.12 Indemnification Agreement (JUN 96)

Delete this entire clause in its entirety and replace with the following:

The Contractor shall save and hold harmless and indemnify the Government against any and all liabilities, claims, and cost of any kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in conjunction with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work resulting from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control. Whether due to negligence or not of the Contractor, the Contractor agrees to reimburse the United States for any legal expenses (including salaries of attorneys) incurred by the United States in defending any and all claims or suits against the United States, whether well founded or not, in any way whatsoever alleged to have arisen from the acts or omissions of the Contractor, Contractor's employees, or any person subject to the Contractor's control.

4. Except as provided herein, all other terms and conditions of DLA-PGM-002 remain current and still in full force and effect.

Failure to acknowledge receipt of this Amendment may result in the Bidder being ineligible for award.

Name of Firm: _____

Address: _____

Signature: _____

Title: _____

Date: _____