



DEFENSE LOGISTICS AGENCY  
DEFENSE NATIONAL STOCKPILE CENTER  
8725 JOHN J. KINGMAN ROAD, SUITE 3229  
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY  
REFER TO DNSC-C2

March 18, 2005

**AMENDMENT NO. 007 TO  
BASIC ORDERING AGREEMENT FOR  
PLATINUM GROUP METALS**

**UNDER DLA-PGM-002**

The above referenced Basic Ordering Agreement (BOA) for Platinum Group Metals is hereby amended to update the references to the available material and to revise various provisions of the BOA as follows:

1. Amendment Nos. 002, 003, and 004 have been deleted under previous Amendments to the BOA. Current applicable amendments are Amendment Nos. 001, 005, 006 and this Amendment No. 007.
2. All references in the BOA and the applicable amendments to Johnson Matthey; Johnson Matthey, New York; dmc-2; or Morgan Guaranty Trust Company of New York are deleted in their entirety.
3. All references in the BOA to "shipment" or "shipping" are replaced with the reference "transfer." There will be no physical delivery (shipment) of material under this BOA. The term "removal" is deleted in its entirety.
4. The Suite Numbers for the Defense National Stockpile Center at Fort Belvoir, VA are updated to read "Suite 3229."
5. Section **A.1 Introduction** is deleted in its entirety and replaced with the following:

**A.1 Introduction (MAR 05)**

The Defense Logistics Agency (DLA), Defense National Stockpile Center (DNSC), is soliciting quotes for the sale of approximately 12,000 troy ounces of platinum (Pt) and 9,500 troy ounces of palladium (Pd) during the remainder of Fiscal Year 2005.

6. Section **A.4 Material Description** is deleted in its entirety and replaced with the following:

**A.4 Material Description (MAR 05)**

The platinum and palladium is in the form of 99.95% ingots. The material is in an unallocated pool account with JP Morgan Chase Bank, Loco Zurich.

7. Section **A.5 Payment Terms** is deleted in its entirety and replaced with the following:

**A.5 Payment Terms (MAR 05)**

The maximum acceptable payment terms are net five (5) days from DNSC's receipt of current, accurate, and complete Transfer Instructions.

8. Section **C.2 Web Site Information**, paragraph b., as revised by Amendment No. 005. The names listed in this paragraph are deleted in their entirety and replaced with the following:

|                  |                |
|------------------|----------------|
| Brendan Hall     | (703) 767-5496 |
| Rick Talbott     | (703) 767-5497 |
| DNSC Contracting | (703) 767-6500 |

9. Section **C.13 Online Submissions (JUL 03)**, paragraph c., as shown in Amendment No. 005. The names listed in this paragraph are deleted in their entirety and replaced with the following:

|                  |                |
|------------------|----------------|
| Brendan Hall     | (703) 767-5496 |
| Rick Talbott     | (703) 767-5497 |
| DNSC Contracting | (703) 767-6500 |

10. **SECTION D – PAYMENT** is deleted in its entirety and the following inserted therefor:

**SECTION D – PAYMENT**

**D.1 Payment (MAR 05)**

- a. Payment shall be made in U.S. dollars.
- b. Payment shall be made by wire transfer, U.S. Postal Service money order, or company or bank check.
  - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.3**. Fees for wire transfers are the responsibility of the Contractor. If payment is by wire transfer and the wrong account number is used, shipment of material may be delayed by up to one week or the wire transfer may be returned to the sender.
  - (2) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks.**
- c. Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.b.** charged. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of**

**the material purchased.** Payments without the required identification may be returned and shipment delayed. Payments shall be sent to:

ATTN: DNSC-R, Accounts Receivable  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 3229  
Fort Belvoir, VA 22060-6223

- d. Invoices issued for adjustments for variations in quantity or weight, interest, penalty charges, or administrative charges shall be paid promptly.
- e. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.d.**, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.(1)** and **G.11.**)

## **D.2 Payment Due Date (MAR 05)**

- a. Payment due dates will be applied as follows:
  - (1) If payment terms are not extended, payment will be made before transfer of material and before the end of the contract period specified in the executed **Section I.1 Quote/Award Form.**
  - (2) If payment terms are approved and a credit limit established, the Contractor shall pay the Government the full amount of **each** transfer no later than **5** calendar days after DNSC receives current, accurate and complete Transfer Instructions. Transfer Instructions must be submitted on or before the final day of the contract period. Notwithstanding any other provision of the contract, payment is due with or without the issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent (see Section **D.1.e.**, **F.1.a.(1)**, and **G.11**), and the Government, at its sole discretion, may revoke payment terms and take other appropriate action in accordance with Section **G.8**. If the Contractor fails to submit current, accurate and complete Transfer Instructions on or before the final day of the contract period, the Government will revoke payment terms and payment must be made **before** transfer of material.
  - (3) If the Contractor reaches its credit limit, all subsequent sales will be on a cash basis with payment due prior to transfer of material in accordance with Section B.i.(i).
- b. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.

- c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

### D.3 Interest (MAY 04)

- a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.
- b. Amounts shall be due at the earliest of the following dates:
  - (1) The final day of the contract period specified in Section **I.1 Quote/Award Form** (with or without the issuance of an invoice by the Government);
  - (2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due; or
  - (3) If payment terms have been approved, **5** calendar days after the date that DNSC receives current, accurate and complete Transfer Instructions provided that Transfer Instructions are submitted on or before the final day of the contract period. If Transfer Instructions are not submitted on or before the final day of the contract period, amounts shall be due in accordance with the provisions of Section **D.3.b.(1)**.

### D.4 Penalty and Administrative Charges (MAY 04)

In addition to interest charges specified in Section **D.3**, above, a penalty charge of 6 percent per annum shall be assessed on any debt principal that is delinquent more than 90 calendar days. Penalty charges shall accrue from the date the principal amount due becomes delinquent until paid. Additional administrative charges may be assessed, if needed. Administrative charges relate only to delinquent debts and will be assessed to cover expenses incurred by the Government in the recovery of such debts.

**11.** Section **E.2 Delivery of Material**, as modified in Amendment No. 006 to the BOA, is further revised to change the title to **E.2 Transfer of Material**, to delete subparagraph (iv) of paragraph **a. Unallocated Account**, and replace this subparagraph with the following:

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

12. Section **F.1 Request for Transfer/Shipment (FEB 98)** is revised to change the title to **F.1 Request for Transfer (MAR 05)** and to delete paragraph **b.** of this Section and all references to the physical shipment of material in their entirety.

13. Section **G.3 Title (JAN 98)**, as revised in Amendment No. 001 to the BOA, is hereby deleted in its entirety and replaced with the following:

**Section G.3 Title (MAR 05)**

Title to the material shall pass to the Contractor after payment is received or the material is transferred, whichever occurs first.

14. Section **G.4 Risk of Loss (JAN 98)** is hereby deleted in its entirety.

15. Section **G.11 Setoff of Funds (APR 96)** is hereby deleted in its entirety and replaced with the following:

**Section G.11 Setoff of Funds (MAY 04)**

The Contractor agrees that the Government may use all or a portion of any monies received by the Government to satisfy, in whole or in part, any debt (e.g., delinquent payments, interest, penalty charges, or administrative charges), arising out of this or any other transaction.

16. Section **I.2 Shopping List** is deleted in its entirety and replaced with the following:

**Section I.2 Shopping List (MAR 05)**

| <b><u>Commodity</u></b> | <b><u>Quantity</u></b> | <b><u>Form</u></b> | <b><u>Quality</u></b> | <b><u>Location</u></b>       |
|-------------------------|------------------------|--------------------|-----------------------|------------------------------|
| Palladium               | 9,500 TrOz             | Ingot              | 99.95%                | JP Morgan Chase Bank, Zurich |
| Platinum                | 12,000 TrOz            | Ingot              | 99.95%                | JP Morgan Chase Bank, Zurich |

17. Section **J.1 Location of Material (Repositories)** is deleted in its entirety and replaced with the attached Section **J.1 Points of Contact (MAR 05)**.

18. Section **J.2 Transfer/Shipping Instructions** is deleted in its entirety and replaced with the attached Section **J.2 Transfer Instructions (MAR 05)**.

**19.** Quoters shall indicate acknowledgment of receipt of this Amendment by signing in the space provided below and returning a copy of this form along with their quote to:

ATTN: DNSC-R/Bid Custodian  
Defense National Stockpile Center  
8725 John J. Kingman Road  
Suite 3229  
Fort Belvoir, VA 22060-6223  
Facsimile No. (703) 767-5541

**20.** Failure to acknowledge receipt of this Amendment may result in the Quoter being ineligible for award. Except as provided herein, all other terms and conditions of DLA-PGM-002 as amended by Amendment Nos. 001, 005, and 006 thereto, remain unchanged and in full force and effect.

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**J.1 Points of Contact (MAR 05)**

JP Morgan Chase Bank (London)

Mr. Tony Green  
Telephone: 44 1202 345 344  
Facsimile: 44 1202 345 162

Defense National Stockpile Center

ATTN: DNSC-OL/Russell Foster  
Defense National Stockpile Center  
8725 John J. Kingman Road, Suite 3229  
Fort Belvoir, VA 22060-6223  
Telephone: (703) 767-7619  
Facsimile: (703) 767-7608

**J.2 Transfer Instructions (MAR 05)**

1. a. Company Name: \_\_\_\_\_

b. Point of Contact: \_\_\_\_\_ c. Telephone No.: \_\_\_\_\_

2. a. DNSC Contract No.: SP0833- -S- \_\_\_\_\_ b. Commodity: \_\_\_\_\_

3. Account Number for Material to be Transferred Into: \_\_\_\_\_

4. Quantity Transferred: \_\_\_\_\_

5. Date Transfer Desired: \_\_\_\_\_

6. Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. Signature of Authorized Personnel to Request Transfer of Material:

\_\_\_\_\_ Date: \_\_\_\_\_

8. Transfer Approved and Authorized by DNSC Contracting Officer:

\_\_\_\_\_ Date: \_\_\_\_\_