



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.
 DIGCOP04BA

PAGE
 1

BLANKET RELEASE
 00

CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

NOV TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR
 *709005526 01 304-347-2353
 RICOH AMERICAS CORPORATION
 1411 VIRGINIA ST E
 CHARLESTON WV 25301

SHIP TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
04/09/2007	NET 30	222783521			
SHIP VIA	POB	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MULT.-MULT.		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	11/10/2004	EA	985-64	.00000	
TO REISSUE DIGCOP04B DUE TO CHANGE IN VENDOR NAME FROM: LANIER WORLDWIDE INC TO: RICOH AMERICAS CORPORATION NOTE: NO CHANGE IN VENDOR ADDRESS. EFFECTIVE DATE: APRIL 1, 2007 PER ATTACHED COST SHEETS					
				PREVIOUS PO TOTAL==>	OPEN END
				PO NET CHANGE (+)==>	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 APR 13 2007
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END
 TOTAL

Samuel Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304 558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

Lanier Worldwide, Inc.
1411 Virginia St East
Charleston, WV USA 25301
Telephone 304-342-4099
Facsimile 304-342-4380
www.lanier.com

March 15, 2007

Dear Lanier Worldwide, Inc. Vendor:

As you may know, back in 2001 Lanier Worldwide, Inc. became part of Ricoh Corporation, but we have continued to operate separately. That will now change, and effective April 1, 2007, we will become one company called **Ricoh Americas Corporation**.

As a valued vendor, we wish to inform you of this change in conjunction with our formal announcement. Ricoh Americas Corporation will continue to lead the industry through the advanced technology and worldwide scope of our global Fortune 500 parent company, Ricoh Company, Ltd.

If you have any questions pertaining to this change, please email Vonda Wilson-Gipson at: vwilsong@lanier.com.

Please revise you records/database(s) accordingly to reflect our new name, Ricoh Americas Corporation.

We value our relationship and hope to continue working with you in the years ahead.

Sincerely,



Nori Goto
Vice Chairman, Ricoh Americas Corporation
Chairman and CEO, Ricoh U.S.



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V E N D O R
 *709005526 01 304-347-2353
 RICOH AMERICAS CORPORATION
 1411 VIRGINIA ST E
 CHARLESTON WV 25301

S H I P T O
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0001	985-64			PER ATTACHED COST SHEETS			
SIGNATURE _____				DATE _____			
RECEIPT TICKET FOR PURCHASE ORDER: DIGCOP04BA						QTY	DATE

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TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE