



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.
 SYSFURN02D

PAGE
 1

BLANKET RELEASE
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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
 2

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

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

AGENCY COPY

*913135529 412-841-6924
 ERGOGENESIS LLC
 180 CAMP HORNE ROAD #2
 PITTSBURGH PA 15202

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

DATE PRINTED 09/10/2004	TERMS OF SALE NET 30	FEIN/SSN 043719728	FUND
SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			CHANGE ORDER #02		
TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. THE DISCOUNT FROM LIST SHALL REMIAN THE SAME; PRICE LISTS/CATALOGS HAVE CHANGED PER THE ATTACHED DOCUMENTATION. EFFECTIVE DATE OF RENEWAL: 08/12/2004 THROUGH: 08/11/2005 NOTE THE CHANGE OF ADDRESS AND PHONE NUMBER FOR THIS VENDOR. THE CONTACT PERSON IS BILL ANDERSON. RENEWALS REMAINING: 0 -----NO ADDITIONAL CHANGES----- PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>					

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

 SEP 28 2004

Beverly Toler

APPROVED AS TO FORM BY ATTORNEY GENERAL, CHECK HERE BY 9-2104 OPEN END

George Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468
 BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

TOTAL

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

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt 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.

**SYSFURN02D
ERGOGENESIS LLC**

Vendor/Contract Number/Contact Information	Manufacturer	Model/Line/ Product	Catalog Identifier	Discount %
Ergogenesis (formerly BodyBilt SYSFURN02D)	BodyBilt NEW CATALOG INCLUDED	Bodybilt Ergonomic Seating Solution Price List	01/01/03	55%
Hourly Rate: N/A William T. Anderson 412-841-6924 Hourly Rate: N/A	BodyBilt NEW CATALOG INCLUDED	Bodybilt Ergofusion Product & Options Price List	06/01/04	

