

Request for

DCBATT10

ADDRESS CORRESPONDENCE TO ATTENTION OF

JO ANN ADKINS 304-558-8802

*709002526 304-344-2371 GRAYBAR ELECTRIC COMPANY INC 1010 YOUNG STREET

CHARLESTON WV 25301 ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA FO.B FREIGHT TERMS 07/21/2009 BID OPENING DATE: DEST ALLOWED OVER \$50 NET 30 BEST WAY 08/20/2009 BID OPENING TIME 01:30PM QUANTITY UOP LINE ITEM NUMBER UNIT PRICE AMOUNT 0001 ĖΑ **4**50-06 97233,78 1 DRY CELL BATTERIES, FLASHLIGHTS AND LANTERNS REQUEST FOR QUOTATION THE PURCHASING DIVISION IS SOLICITING BIDS FOR A \$LANKET OPEN | END STATEWIDE CONTRACT TO SUPPLY DRY ¢ell batteries to|all west virginia state agencies AND POLITICAL SUBDIVISIONS. ATTACHMENTS: RECEIVED DCBATT10 SPECIFICATIONS, 2 PAGES. DCBATT10 PRICING/INFORMATION PAGE, ONE PAGE. RESIDENT VENDOR PREFERENCE. 2009 AUG 20 PM 1: 14 PURCHASING AFFIDAVIT. WV PURCHASING INQUIRIES: DIVISION Written Questions shall be accepted through close ΦF BUSINESS ΦN WEDNESDAY, AUGUST 12, 2009. **OUESTIONS** MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUB\$TANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 244-2371 ADDRESS CHANGES TO BE NOTED ABOVE 3079438000/

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. 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.
- 12. 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



Request for Quotation

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PAGE

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CHARLESTON WV 25301

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

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



25301

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RFQ NUMBER DCBATT10

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CHARLESTON WV

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

SHIP VIA FOB. FREIGHT TERMS TERMS OF SALE DATE PRINTED 07/21/2009 BID OPENING DATE 08/20/2009 RID OPENING TIME 01.30PMCAT. AMOUNT UNIT PRICE QUANTITY UOP ITEM NUMBER LINE OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A \$PENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST #STIMATE, IT#MS SPECIF1ED ON THIS CONTRACT FOR İMMEDIATE DELIVERŸ IN EMERGENCIES DUE ‡O UNFORESEEN tauses (including but not limited to delays in trans-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME ΦF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE

anoner

TELEPHONE

4-344-237/

ADDRESS CHANGES TO BE NOTED ABOVE



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RFQ NUMBER DCBATT10

FREIGHT TERMS

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DATE PRINTED	TERMS	OF SALE	SHIP VIA	FOB.	FREIGHT TERMS
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DCBATT10 Specifications

SCOPE

This contract is to furnish automotive and equipment lead acid batteries for vehicles and equipment owned and/or leased by various agencies and political subdivisions. It is the intent of this contract to cover current product applications and any new product applications as they become available. This bid shall be a Request for Quotation" (RFQ); a single award for all items will be issued to the lowest responsible bidder, whose products meet the minimum quality defined herein. A sample shall be provided upon request.

General Information

- 1. All products bid, furnished and delivered must meet the needs of the State of West Virginia. Each item bid on the pricing page must be identified with the manufacturer's number and the vendor's item number on the bid form. Vendors are requested to type the pricing pages. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of order size.
- 2. Bidders shall complete the pricing on "DCBatt07 Pricing/Information Page". Bidders should complete all columns and information requested. Quantities for each item represent an approximate volume. No future use of contract is guaranteed or implied. The "unit price" must be the final price that will be charged to the State of West Virginia. The award shall be a discount from list, based on discount shown on bid. Entire battery product line shall be covered by the subsequent contract awarded.

Vendor must sign the pricing page.

- 3. The lowest cost bid whose products meet or exceeds the acceptable quality, shall be awarded a contract.
- 4. The catalogs may be updated at renewal.
- 5. Estimated Quantity amounts are shown for informational purposes only and should not be construed as a guarantee of any future contract usage.
- 6. Orders shall be delivered within three (3) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

DCBATT10 Specifications

- 7. All deliveries must be made during normal working hours for the delivery location. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS included with the product.
- 8. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$50.00. For orders less than \$50.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$50.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
- 9. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
- 10. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
- 11. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.
- 12. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract; and shall be credited or not invoiced if caught prior to billing.
- 13. Internet Access Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies. Internet access is not a requirement for bidding.

DCBATT10 - Pricing/Information Page

			WV Electric		
	Equal to		Supply	Discounted	
item No.	or Exceed	Description	(Qy)	Unit Price	Total
		6V HD Industrial Heavy Duty 6 volt	-	,	11776 10
1	Rayovac	spring terminals	3,500	1.25E	4375.00 14940.00
		AL 9V Alkaline 9 volt Size Shrink 6		Ca	111011 00
2	Rayovac	pack	18,000	.85€	14740.
		AL AA Alkaline AA Size Shrink 8		10	25/64,00
3	Rayovac	pack	139,800	.10 €	23/61,
		AL AAA Alkaline AAA Size Shrink 8		18 -	18000.00
4	Rayovac	pack	100,000	.10 €	10000.
5	Rayovac	AL C Alkaline C Size Shrink 6 pack	20,000	.39€	
6	Rayovac	AL D Alkaline D Size Shrink 6 pack	30,000	.52€	1
T		IN2 Industrial 2 D Size with PR2 Bulb		27/	1104.00
7	Rayovac	and Ring Hanger	400	2.76€	1104.00
		IV2D Yellow 2 D Size Utility		1.68€	672.00
8	Rayovac	Flashlight	400	1.60€	W/L.
		IV2DM Yellow 2 D Size Utility		1.90-	465.50
9	Rayovac	Flashlight with magnet	245	1 "	
10	Rayovac	KFL Krypton Lantern with Stand	400	4.36€	1744.00
		EVBFL 6VB Floating Lantern and		- Annie Marian Marian	
		general purpose 6-volt Lantern		277	410928
11	Rayovac	Battery in sleeve	1,664	2.110	7601.
12	Rayovac	RL123A1 Photo Battery	2,000	1.38€	4609.28 2760.00
				Grand Total	\$ 97,233.28

Single discount from list $\underline{\mathcal{L}}$	_0 %
Vendor: GRAYBAR Elec	X.80 multiplier. Ref Price List
Contract Coordinator: Brenda VANOUER	GB082009-BV
Telephone Number: <u>304-344-237</u>)	attached.
Fax Number: 304-344-0324	
Email Address: brenda Vanovera Graybar	COM
Signature: Brenda Vanover	

Certification: By signing and submitting this bid, we hereby certify under penalty for fraud that all products listed meet all specifications contained in DCBATT10.

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2./	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
require against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authori the req	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	CAMPIA TIE
Date: _	8/20/09 Title: Branch Manager
*Check	any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. DCBATT10

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name:	CRAYBAR	Electric			
· · · · · · · · · · · · · · · · · · ·	Brenda	Vanover	Date:	8/20/09	

Purchasing Affidavit (Revised 01/01/09)

Default UOM will be in Eaches unless otherwise noted.

Date Printed: August 20, 2009 Currency: USD

GB082009-BV

Price List

Spectrum BRANDS

Customer: GRAYBAR ELECTRIC CO [123591]
1010 Young Street
Charleston, WV 25301

Cash Terms: Sales Rep: Sales Mgr. Price Group: INDUSTRIAL TEAM [946]
INDUSTRIAL REGION AO [35586]
Graybar Corp Pricing [75] Discount 20% Multiplier X .80 off unit

Tico Cicap.	Craybar Corp Friding [40]	Cud Loy		_					
Customer	UPC	Stock	Description	Case	Distributor	Hitor On: aizoros	Distributor	Invoice	Increase Amount
SKU	9	Number	CONTRACTOR DEVELOPMENT	Oty UOM	Unit	Case	Unit Case	Unit Case	Unit Case
MAXIMUM BULK OTHER	THER	1	***************************************	}	3				
	12800000005	813FT 813 BUILK	ALK D FLAT TOP	ਜੇ <u>ਤੇ</u>	0.97	101.85			
814 BULK	12800177721	814 BULK	ALK C BULK PACK	68	· 3 5	176,40			
	12800236046	A1604 BX210	ALK 9V BULK PACK TO	210	214	449,40 385,00			
815 BULK 824 BULK	12800173433 12800173433 12800194636	815 BULK 824 BULK	ALK AAA BULK PACK ALK AAA BULK PACK	5000	0.73 0.73 0.73	385,00 385,00			
MAXIMUM CARDS									
	12800183173 12800181786	813-2D 814-2D	ALK D CARD 2PK ALK C CARD 2PK	48 	9 9 10 0	244,80 244,80			
	12800389353	824-4D	ALK AAA CARD 4PK	48	2.75	132.00			
810-2	12800478569 12800424993	824-6D 810-2	ALK AAA CARD 6PK ALK N 2PK	248	6,41 2,75	307.68 66.00			
Industrial maximum bulk other	MUM BULK OTH	Tip.							
RDL4AAS	12800488886 12800488889 12800488902	RDL4AAS RDL4AA RDL6AA	ALK DOOR LOCK BATTE ALK DOOR LOCK BATTE	888	5.22 4.79 6.08	501.12 459,84 583,68			
INDUSTRIAL MAXIMUM PRO PACK ALD-12 12800474127 ALC-12 12800474110	MUM PRO PACI 12800474127 12800474110	ALD-12 ALC-12	ALK D CONTRACTOR P ALK C CONTRACTOR PA	œ œ	12.50 11.64	100.00 93.12			
AL9V-8	12800507832	AL9V-8	ALK 9V CONTRACTOR P	ಸನ	75.20	273.60 182.40			
ALAA-24	12800503889	ALAA-24	ALK AA CONTRACTOR P	ನ∞	28.80 14.40	230.40 172.80			
ALAAA-18	12800474103 12800507986	ALAAA-18 ALAAA-24	ALK AAA CONTRACTOR ALK AAA CONTRACTOR	22	11.52 14.40	138.24 172.80			
INDUSTRIAL MAXIMUM SHRINK WRAP AL-D 1280000425 AL- AL-C 1280000418 AL-	MUM SHRINK W 12800000425	AL-D AL-D	ALK DINDUSTRIAL 6P		D 00 0.65 0.65	48.80 Line 6			
AL-9V AL-AA AL-AAA	12800000449 12800000432 12800000456	AL-AAA	ALK 9V INDUSTRIAL 6 ALK AA INDUSTRIAL 8 ALK AAA INDUSTRIAL	72 BTY 96 BTY 97 B 96	0.23 0.23	74.88 Line 2 22.08 Line 3 22.08 Line 4			
CHARGERS CLAM	12800462049	PSS	REN 4 'N 8 POSN PWR	ω	24.93	74.79			
	12800505609 12800505401 12800505401	PS32-8BVP PS32-4BWA PS32-4BW	NIMH 4 POSN CHARGER NIMH 4 POSN CHARGER NIMH 4 POSN CHARGER	444	23.24 16.95 16.95	92,96 67,80 67,80			
	12800498277 12800498277 12800509645	PS13-B CDN PS13-B PS13-B PS131D	4-POSITION NIMH CHA 4-POSITION NIMH CHA 4-POSITION NIMH CHA	. w w 4	11.97 11.97 8.24	36.97 36.97 35.91 32.98			
NIMH BATTERIES CARDS	CARDS	200			à	22			
NM714-2 NM1604-1	12800476565	NM714-2 NM1604-1	RECHARGEABLE NIMH C	တတင	10,45 7.71	62.70 46.26			
NM715-4B	12800506910 12800477388	NM715-40P NM715-4B	RECHARGEABLE NIMH 1		12.64	52.98 75.84			

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Date Printed: August 20, 2009 Currency: USD

GB082009-BV

Price List

Spectrum BRANDS

Customer:

GRAYBAR ELECTRIC GO [123591]
1010 Young Street
Charleston, WV 25301

	Price Group: Graypar o	Customer UPC	NM715-4A 12800477388 NM724-4 12800477999 12800477999 12800508927	NIMH HYBRID CARDS 12800505449 12800505449 12800505455 12800505455	RAYOVAC HEAVY DUTY BULK OTHER	8D BULK 128003/9806 12800436125 12800379866 3AAABULK 12800469956	RAYOVAC HEAVY DUTY CARDS		INDUSTRIAL HVY DUTY SHRINK WRAP 1280000470 HD HD-D 12800000470 HD HD-C 1280000043 HD HD-9V 12800000494 HD HD-AA 12800000487 HD	INDUSTRIAL HVY DUTY SHRINK 1280000470 HD-D 1280000470 HD-S 1280000484 HD-AA 1280000487 HD-AA 1280000487 HD-AA 1280049217 128049212 128049229 128049238	INDUSTRIAL HVY DUTY SHRINK 12800000470 HD-D 12800000470 HD-C 12800000463 HD-6V 12800000484 HD-AA 12800000487 LOUD 'N CLEAR - STD. 16 PACK 12800499229 12800499239 12800499239 12800503797 12800503797 12800503810	INDUSTRIAL HVY DUTY SHRIN 1280000047 HD-D HD-C HD-BV 1280000048 HD-AA LOUD 'N CLEAR - STD. 16 PACI 1280049921 1280049922 1280049922 1280049923 LOUD 'N CLEAR - STD. 24 PACI 1280050379 1280050389 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905 1280049905
Charleston, WV 25301 INDUSTRIAL TEAM [946] INDUSTRIAL REGION AO [35586]	Graybar Corp Pricing [/5]	Stock	177388 NM715-4A 177999 NM724-4A 177999 NM724-4B 506927 NM724-4OP	505449 LD715-4 505449 LD715-4A 505456 LD724-4	BULK OTHER	379806 6D BULK 436125 D1604 BULK 379866 5AA BULK 469956 3AAA BULK		•	W.	NW.		
		Description	RECHARGEABLE NIMH A RECHARGEABLE NIMH A RECHARGEABLE NIMH A RECHARGEABLE NIMH 8	LOW DISCHARGE NIMH LOW DISCHARGE NIMH LOW DISCHARGE NIMH		HVY DITY BY BULK HVY DTY AA BULK HVY DTY AA BULK HEAVY DUTY AAA BULK	HEAVY DUTY AAA CARD	EVA DAN D INDLICATOR	HVY DTY D INDUSTRIA HVY DTY D INDUSTRIA HVY DTY 9V INDUSTRIA HVY DTY AA INDUSTRI	HAY DTY D INDUSTRIA HAY DTY D INDUSTRIA HAY DTY SV INDUSTRIA HAY DTY AA INDUSTRI HAY DTY AA INDUSTRI 10 LOUD N OLR ZA 16 13 LOUD N OLR ZA 16 312 LOUD N OLR ZA 1	10 LOUD N CLR ZA 24 13 LOUD N CLR ZA 24	10 LOUD N CLR ZA 14 13 LOUD N CLR ZA 24
_		Case Caty UOM	တတ္တ	ာတတတ	ì	1,000 1,000	24	,	72 BIY 78 87Y 96 BIY			
Pfice List	Pri	Distributor Unit	12.64 12.64 12.64 8.83	12.64 12.64 12.64	2	0.64 1.38 0.50 0.49	2.25		3,20 0,61 0,56 1,28 0,41	3.20 0.61 0.56 1.28 0.41 18.40 16.03	3.20 0.61 0.56 1.28 0.41 18.40 16.03 16.03 16.03 24.65 21.82 21.82	3.20 0.61 0.56 1.28 0.41 18.40 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03 16.03
<u></u>	Price On	Case	75.84 75.84 75.84 52.98	75.84 75.84 75.84	3	92,80	869.40 500.00	869.40 500.00 490.00 54.00	54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00 54.00	500,00 490,00 54,00 54,00 54,00 38,40 40,32 40,32 92,16 39,36 92,16 80,15	869 40 500.00 490.00 54.00 54.00 38.40 43.92 40.32 92.16 39.36 39.36 39.36 80.15 80.15	869 40 500,00 490,00 54,00 54,00 54,00 54,00 54,00 54,00 54,00 54,00 54,00 54,00 54,00 54,00 52,16 592,16 5
GB082009-BV Discount 20% Multiplier X .80 off unit	8/20/09											
3V 0% .80 off unit		Distributor Unit Case										
		Invoice Unit Case										
Default UOM will be in Euniess otherwise i		norease Amount Unit Case										

Default UOM will be in Eaches unless otherwise noted. August 20, 2009 Currency: USD

Date Printed :

GB082009-BV Discount 20% Muttiplier X .80 off unit

Spectrum BRANDS

Price List

Cash Terms: Sales Rep: Sales Mgr. Price Group:

INDUSTRIAL TEAM [946]
INDUSTRIAL REGION AO [35586]
Graybar Corp Pricing [75]

Customer:

GRAYBAR ELECTRIC CO [123591]
1010 Young Street
Charleston, WV 25301

					(: . ·					
Customer UPC SKU	Stock Number	Description	Case City UOM	Distributor Unit Ca	Case		Distributor Unit Case	Unit inv	Invoice Case	Increase Amount Unit Cas
12800499274 12800499274	L675ZA-8SWLA L675ZA-8SWLC	675 LOUD N OLR ZA 8 675 LOUD N OLR ZA 8	OT OT	10.68 10.68	53.40 53.40					
VARTA WATCH SINGLE 4,0085E+11 4,0085E+11	V389101111 V393101111	VARTA WATCH SILVER VARTA WATCH SILVER	5 5	0.56 0.61	56,00 61,00					
VARTA LITHIUM CARDS 4.0085E+11	V6450101401	VARTA LITHIUM ELECT	ó	2,60	25,00					
THIUM PH 1	RL123A-1	3V LITH PHOTO/ELEC	, o,		10,38 Line 12					
RL2CR5 LITHIUM PH 12800462391	RL20R6-1	6V LITH PHOTO/ELEC	ത		68.40					
RLCR2-2 (2PACK) 12800477562	RLOR2-1	3V LITH PHOTO/ELEC	തത		37.26 70.68					
RLCRV3 LÍTHIUM PI 12800491193 RL223A-1 12800462353	RLCRV3-1 RL223A-1	3V PRIMARY LITHIUM 8V LITH PHOTO/ELEC	တတ	14,41 11.40	86,46 68,40					
KEYLESS CARDS			,	3						
12800496112 KECR2025 12800462841	CR2450-1	LITH KRYLESS ENTRY	တတ	1,40	8,40					
KECR2032-1 12800462773 KE23A-1 12800462769	KECR2032-1 KE23A-1	LITH KEYLESS ENTRY O	തത	1.40 1.40	8,40 8,40					
KECR2016-1 12800462742 KECR1616-1 12800462827	KECR2016-1 KECR1616-1	LITH KEYLESS ENTRY	തത	1.40 1.40	8,40 8,40					
12800414420 378/377-1W 12800414598 12800496105	364-1W 376/377-1W 392-1	SILVER WATCH/CALC C SILVER WATCH/CALC C	တတ	0.78 0.78	4.68 4.68					
OTHER SPECIALTY SINGLE 12800464180	R146A	8.4V ZINC AIR BATTE	පි	5.14	493,44					
RAYOVAC GENERAL PURPOSE MULTI WI BATTS 12800501915 GPR2AA2AA2	MULTI W/ BATTS GPR2AA2AA2D-B	2x2AA, 2D GEN PURP	4	11.05	44.20					
RAYOVAC GENERAL PURPOSE SINGLE WIO BATTS 12800501298 4AALN RB	SINGLE WIO BATTS 4AALN RB	4AALN RB, 4AA LANTE	N	12.90	25.80					
RAYOVAC GENERAL PURPOSE SINGLE WI BATTS 12800506347 BRSLED3AAA-1 12800501243 2AA-B RB	SINGLE WI BATTS BRSLED3AAA-B 2AA-B RB	BRSLED3AAA-B, BRITE 2AA FLASHLIGHT/BTY	44.	5.50 5.50	26.48 22.00	-				
12800501250 12800501281 12800501267	2D-8 R8 40-8 R8 KEY-8 RB	2D-8 RB, 2D FLASHLI 4D 8EAM LANTERN/BTY 1AAA KEYCHAIN LIGHT	440	7.19 13.98 4.41	28,76 27,96 26,46					
BRILLIANT SOLUTIONS MULTI W/ BATTS 12800507122 BRSL 12800509362 BRSC	W BATTS BRSLED3AAA-B2 BRSGEL6AA-B2	BRILLIANT SOLUTIONS BRILLIANT SOLN 6AA	44	14.21 19.98	56.84 79.92					
BRILLIANT SOLUTIONS SINGLE V 12800508129 12800506576	WI BATTS BRSMINI-BA BRSLED2AA-B	BRILLIANT SOLN 3AAA BRILLIANT SOLUTION	4 @	5.87 5.37	23.48 32.22					

SPECTRUM BRANDS - Confidential

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Spectrum
BRANDS

Price List

Cash Terms: Sales Rep: Sales Mgr: Price Group:

Customer:

GRAYBAR ELECTRIC CO [123591]
1010 Young Street
Charleston, WV 25301

GB082009-BV

Date Printed: August 20, 2009 Currency: USD Default UOM will be in Eaches unless otherwise noted.

INDUSTRIAL TEAM [946]
INDUSTRIAL REGION AO [35586]
Graybar Corp Priolog [75] Discount 20% Multiplier X .80 off unit

		The state of the s			Pric	Price Cn : 8/20/09			
SKU	UPC	Stock Number	Description	Case Qty UOM	Distributor Unit	Case	Distributor Unit Case	Invoice Unit Case	norease Amount
	12800506569 12800508105 12800506613 12800508112	BRSLED4AAA-B BRSGEL4AAA-B BRSLEDPEN-B BRSGEL6AA-B	BRILLIANT SOLUTIONS BRILLIANT SOLN 444A BRILLIANT SOLUTIONS BRILLIANT SOLN 6AA	A → O O O	6.98 8.20 5.15 10.57	41,88 49,20 61,80 42,28		To the second se	
INDUSTRIAL LTS - STD BULK OTHER 12800480593 12D BULK	- STD BULK OTH 12800480593	ER I2D BULK	2D INDUSTRIAL LIGHT	24	4.67	112.08			
INDUSTRIAL LTS - STD SINGLE W/O BATTS	- STD SINGLE W/ 12800452088	OBATTS IN4	2AA INDUSTRIAL	on 	4.54	27 24			
N2-CT	12800451845 12800451890	N2-CT	2D INDUSTRIAL 2D INDUSTRIAL TESTE	တတ	3.45 11.63	20.70 Line 7 68.45			
ZNX XMI	12800451852 12800451883	20-XM	2D INDUSTRIAL KRYPT	න ග	5,44	32.64			
N3 N3 N3 N3 N3 N3 N3 N3 N3 N3 N3 N3 N3 N	12800451906 12800437030 12800451913	IN2-MS IMIN2 IN3	2D INDUSTRIAL 2D INDUSTRIAL IMPR 3D INDUSTRIAL	6 24 6	6.46 4.98 6.41	38.76 119.52 38.46	Militad Allike its have located for	Sile Politi	
INDUSTRIAL LTS - STD SINGLE WI BATTS 12800508303 12DLED-B	- STD SINGLE WI 12800508303	SATTS 12DLED-B	2D INDUSTRIAL LED F	ത	8,46	50.70			
INDSTRL LTS - SWIVEL SINGLE W/ BATTS ILJ2AAB 12800465804 ILJ2A2 12800465835 ISL2D-	VIVEL SINGLE VII 12800465804 12800465835	BATTS ILJ2AA-B ISL2D-B	2AA INDL SWIVEL W/B 2D INDL SWIVEL/BTRY	തത	7.98 9.54	47.88 57.24			
LANTERNS SINGLE W BATTS 6V-B2 128004657/ 128004861/	E WI BATTS 12800465781 12800486137	16V-B2 ISL4D-B⊺P6	6V INDL LTRN/BTRY INDUSTRIAL 4D SWIVE	σN	11.31 8.52	22.62 51.12			
IND LTS - ECONOMY SINGLE WO BATTS IV2D 12800482337 IV2D IV2DM 12800487394 IV2DI	MY SINGLE W/O 12800482337 12800487394	BATTS IV2D IV2DM	2D FLASHLIGHT 2D FLASHLIGHT WITH	12 12	2.10 2.38	25.20 Line 8 28.56 Line 9			
WORKHORSE LIGHTS SINGLE WIO BATTS 12800498369 WHEZI	HTS SINGLE W/C 12800498369) BATTS WHE2D-1	WORKHORSE 2D ECONOM	A 12	1.35	16.20			
ROUGHNECK SINGLE WIO BATTS 12800451135	GLE W/O BATTS 1280045/135	R2D	2D ROUGHNECK	Ø	8,53	51.18			
ROUGHNECK SINGLE WI BATTS R2AA-BA 12800485727 R3D 12800451166	GLE WI BATTS 12800485727 12800451166	R2AA-BA R3D	2AA ROUGHNECK XTREM 3D ROUGHNECK	တတ	7.06 8.95	42.36 53.70	,		
LANTERNS SINGLE WIO BATTS SP4D-KB 12800473946 SP8D 12800485543	E WIO BATTS 12800473946 12800485543	SP4D-KB SP8D	4D SPORTSMAN LTRN/K SPORTSMAN 8D LANTER	4 6	11.67 28.32	70.02 113.28			
SPORTSMAN - STD SINGLE W/ BATTS 12800491391 SI 12800507108 SI 12800507542 SI 12800507872 SI 12800507887 SI 12800507870 SI	D SINGLE WI BA: 12800491391 12800507108 12800507542 12800506972 12800507897 12800507870	SPHLTLED-B SPHLT3AAA-B SPHW3AAA-BX SPSLX2AA-B SP1WCLIP-B SP1W3AALN-B	SPORTSMAN 3AAA LED SPORTSMAN 3AAA SW SPORTSMAN 3AAA 5W SPORTSMAN 2AA XENON SPORTSMAN 2AA 1W CL SPORTSMAN 3AA 1W LE	44044	13.01 13.57 12.60 8.71 16.75	52,04 54,28 75,60 34,84 67,00 56,44			

183 Spectrum **Price List**

Customer:

GRAYBAR ELECTRIC CO [123591] 1010 Young Street

Charleston, WV 25301

GB082009-BV

Date Printed:

August 20, 2009 Currency: USD

Default UOM will be in Eaches

unless otherwise noted.

Discount 20% Multiplier X .80 off unit

SPORTSMAN EXTREME SINGLE W/ BATTS
SE1WHLT-B 12800506484 SE1WHLT-B
12800506896 SELL/X2AA3W-B
12800507884 SEF2AA-B
SE1W2AA-B 12800507810 SE3AAHDLT-BX K3-2 K2-2 K13-2 K4SB2 Customer SKU LANTERNS SINGLE WIO BATTS 301K 12800465569 KFL 12800403370 OTHER ECONOMY LIGHTS SINGLE WI BATTS 12800501380 E2AA-B 12800505681 E2D-B W8B 12800488216 HIGH INTENSITY CARDS T1-2 12800 PR BULBS CARDS PR2-2 BULB LANTERNS SINGLE WI BATTS EVBFL6V-B 12800602806 LANTERNS SINGLE WIO BATTS 12800502813 12800502813 SPORTSMAN EXTREME SINGLE WIO BATTS 12800508587 SE3DLN 12800508514 SE4W3C THE WEATHER CHANNEL SINGLE WI BATTS
12800506224 TWCHLTLED-B HIGH BEAM SINGLE WIBATTS LUX2AA3W 1280050628 KRYPTON CARDS Cash Terms: Sales Rep: Sales Mgr: Price Group: 12800506286 12800506279 12800506293 12800485833 12800492572 12800385393 12800376223 12800376148 12800385478 12800472628 INDUSTRIAL TEAM [946]
INDUSTRIAL REGION AO [35586]
Graybar Corp Pricing [75] PC 12800147380 12800403035 F9W-1 XPR102-2 K4-2 K3-2 K2-2 K13-2 K49B-2 LUX2AA3W-B LUX2AA1W-B LUX3AAHDLT-B EVBFL6VA Stock Number 줄쯫 W8B 7.2 EVBFL6V-B PR2-2 BULB 9 WATT FLUCRESCENT 2D XENON BULB 2PK BULB 2 PER PACK K3-2, BULB 2 PER P BULB 2 PER PACK BULB 2 PER PACK BULB 2 PACK PRE-FOC BULB 2 PER PACK 1AA SPORTSMAN EXTRE
2AA SPORTSMAN EXTRE
LINTERNA 2AA SPORTS
SPORTSMAN EXTREME 2
2AA SPORTSMAN XTREM
3AA SPORTSMAN EXTRE 6V FLTG LTRN 6V FLTG LTRN BLUE 2AA LUXEON 3 WATT L 2AA LUXEON 1 WATT L 3AA LUXEON LED HEAD 6V KRYPTON LTRN/BTR 6V KRYPTON FLTG LTR 2D BULB 2PK 2AA ECONOMY LIGHT W 2D ECONOMY LIGHT W/ 6V FLTG LTRN/BTRY SPORTSMAN EXTREME 3
3C SPORTSMAN EXTRE SIN POLY WAND RED BULB 2 PER PACK Description TWC 3AAA LED HEADL Ω_S Se ខ្ល 444 ი ი ń 40 0444444 တတ Ø တတ 4 4 No. Ę 27.91 23.57 35.33 26.46 26.25 Distributor 25.86 5.45 24.38 29.11 27.71 28.21 18.84 40.38 2.16 2.16 2.16 2.16 2.16 1.13 2.41 3.46 3.16 3.16 7.76 1.43 2.50 80 Price On Case 116.64 94.28 141.32 97.52 116.44 110.84 112.84 75.36 161.52 155,16 32,70 100,00 108.00 25.20 102.80 86.40 86.40 86.40 86.40 86.40 105.84 31.02 6.78 14.46 17.16 20.76 Line 11 18.96 18.96 He ᇹ 8/20/09 Unit Distributor Case En! Invoice Case Ē Increase Amount Case

Date Printed: August 20, 2009 Currency: USD Default UOM will be in Eaches unless otherwise noted.

GB082009-BV

SPECTUM BRANDS

Price List

Customer: GRAYBAR ELECTRIC CO [123591]
1010 Young Street
Charleston, WV 25301

Cash Terms: Sales Rep: Sales Mgr: Price Group:	INDUSTRIAL TEAM [946] INDUSTRIAL REGION AO GRAVANT COND Pricing [75]	Charleston, 999 2000 (INDUSTRIAL TEAM [946] INDUSTRIAL REGION AO [35586] Greybar Coro Pricing [75]		_	-		©iscount 20% Multiplier X .80 off unit	% 80 off unit	
المو والمعلاد	Crayon Colo				Pr	Price On :	8/20/09		
Customer SKU	UPC	Stock Number	Description	Case Qty UOM	Distributor Unit	r Case			Distributor Unit Case
FARADAY CLAM	12800506392 12800506408	SHK1 SHK2	FARADAY SHAKE LIGHT FARADAY SHAKE LIGHT	თთ	10.62 14.40	63.72 86.40			
REMINGTON ARMS LIGHTS SINGLE W/O BATTS 12800508653 RM4DLN	45 LIGHTS SINGL	E W/O BATTS RM4DLN	REMINGTON ARMS 4D L	4	29.11	116.44			
REMINGTON ARMS LIGHTS SINGLE WITH BATTS	IS LIGHTS SINGL	E WITH BATTS	AVVE SMOOT NOTSINGER) F A7	102 48			
	12800508792	RMHL3AAA-B	REMINGTON ARMS 3AAA	- 4-	22.64	90.56			
	12800508808	ZM2AA-B	REMINGTON ARMS 2AA	44	22,64	90.56			
	12800508785 12800508815	RMC2AA-B RM123A-B	REMINGTON ARMS 2AA REMINGTON ARMS 123A	44	25.87 32.34	103,48 129,36			
GEN PRPS LNTN BATTS SINGLE	BATTS SINGLE 12800226405	641	6V SPECIAL APPL	. o.	22.68	136.08			
41	12800186891	918 941	OV GEN TRY LIRN BIR	72 6	2,61 2,61	48.60 31.32			
903	12800165766	903	7.5V EMERGENCY BTRY	0 4	23.94	95.76			
HVY DUTY LNTN BATTS SINGLE 945R4 12800223350 944R 12800223435	BATTS SINGLE 12800223350 12800223435	945R4 944R	SV HVY DTY LTRN BTR SV HVY DTY LTRN BTR	4.0	5,95 4,97	23.80 29.82			
HVY DUTY LNTN BATTS TWIN PACK 12800374083	BATTS TWIN PA 12800374083	0K 944-2R	6V HD LTRN BTRY 2PK	4	8.45	3.38			
MAXIMUM LANTERN BATT SINGLE 12800463664 803 12800464418	ERN BATT SINGL 12800463664 12800464418	806 803	6V ALKALINE LTRN BT 7.5 V EMERGENCY LAN	0.4	9.80 31.91	58.80 127.64			
GEN PRPS LNTN BATTS BULK OTHER 6V-GP 12800421350 6V	BATTS BULK OT 12800421350	HER 6V-GP	6V GP INDL LTRN BTR	12	3.05	36.60			
HVY DUTY LNTN BATTS BULK OTHER 6V-HDM 12800421688 6V	BATTS BULK OT 12800421688 12800421503	6V-HDM	6V HD INDL LTRN BTR	ಸೆಸೆ	4.20 1.56	50.40 18.72 Line 1	_		