



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.**  
 CABLE02

**PAGE**  
 1

**04** *DL*  
*Rgg*

**BLANKET RELEASE**  
 00

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

**CHANGE ORDER**  
 3

**SEE REVERSE SIDE FOR TERMS AND CONDITIONS**

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

**Purchasing Division's File Copy**

\*709040115 01 304-768-3600  
 SESCO ELECTRONICS DIV STATE EL  
 405 12TH STREET  
 DUNBAR WV 25064

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/23/2004		NET 30		550384235			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	JOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #03			<i>SWC</i>	
	TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.						
	EFFECTIVE DATE OF RENEWAL 03/01/04 THROUGH 02/28/05						
	RENEWALS REMAINING: (0) ZERO						
	----- NO OTHER CHANGES -----						
<b>MICROFILMED</b>							
FEB 05 2004							
PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==>							
APPROVED FOR ONE FISCAL YEAR							
RETURNED TO BUYER DATE: <i>2/3/04</i>							
WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED							
JAN 28 2004							
<i>Beverly Tolson</i>							
<b>ENTERED</b>							
OPEN END							
<b>TOTAL</b>							

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

*Dawn Wayfield*

*2/26/04*

*1/23/04*  
 CHARLYN MILLER  
 304-558-2596  
*1-23-4*

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *[Signature]*  
 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 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 or 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.