



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.

DCBATT02

PAGE

1

BLANKET RELEASE

00

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

CHANGE ORDER

2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

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

*709035452 304-525-0361
 WV ELECTRIC SUPPLY COMPANY
 PO BOX 6668
 HUNTINGTON WV 25773-6668

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

| DATE PRINTED | | TERMS OF SALE | | FEIN/SSN | | FUND | |
|---|---------------|---------------|-------------------|---------------|------------|----------------|--|
| 08/12/2004 | | NET 30 | | 550333898 | | | |
| SHIP VIA | | FOB | | FREIGHT TERMS | | ACCOUNT NUMBER | |
| BEST WAY | | DESTINATION | | PREPAID | | 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, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. | | | | | | | |
| EFFECTIVE DATE OF RENEWAL: 09/01/2004 THROUGH: 08/31/2005 | | | | | | | |
| RENEWALS REMAINING: 0 | | | | | | | |
| -----NO ADDITIONAL CHANGES----- | | | | | | | |
| PREVIOUS PO TOTAL==> OPEN END PO NET CHANGE (+)==> | | | | | | | |
| APPROVED FOR ONE FISCAL YEAR | | | | | | | |

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

AUG 16 2004

Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *B & F 8-1204* OPEN END

TOTAL

Dwayne Wayfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468

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 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.



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| SHIP VIA BEST WAY | FOB DESTINATION | FREIGHT TERMS PREPAID | ACCOUNT NUMBER MUL-MUL |

| LINE | QUANTITY | UOP | VENDOR ITEM NO. | UNIT PRICE | AMOUNT |
|------|---------------|----------|-------------------------------------|------------|--------|
| | DELIVERY DATE | CAT. NO. | ITEM NUMBER | | |
| 0001 | 450-06 | | DRY CELL BATTERIES, FLASHLIGHTS & L | | |

SIGNATURE _____ DATE _____

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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