



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.
 LIGHT03

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
 1

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

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

*124151406 01 304-529-7111
 WESCO DISTRIBUTION INC
 7 STONECREST DRIVE
 HUNTINGTON WV 25701

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

AGENCY COPY

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
12/04/2003	NET 30	251723345			
SHIP VIA	F.O.B.	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 #01		
	THE ENTIRE LIST OF EXCLUSIONS FAILED TO PRINT ON THE ORIGINAL PURCHASE ORDER. THE COMPLETE LIST OF EXCLUDED ITEMS ARE LISTED BELOW:				
	PHILLIPS PRODUCT NUMBER		UPC UNIT CODE		
	N249268		249267		
	N249318		249311		
	N272492		272494		
	N272484		272487		
	N272682		272685		
	N377176		377175		
	N376889		376888		
	N371047		220037		
	N300434		111793		
	N371088		220082		
	N246710		246716		
	N371146		220099		
	XN340778		340773		
	THE ABOVE ITEMS MAY NOT BE PURCHASED THROUGH THIS CONTRACT. IF THESE ITEMS ARE REQUIRED, REGULAR PURCHASING PROCEDURES, WHICH ARE DEPENDENT UPON THE DOLLAR AMOUNT OF PURCHASE, MUST BE FOLLOWED.				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION
 ADMINISTRATION UNIT
 CERTIFIED ENCUMBERED

DEC 09 2003

Beverly Toler

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

[Signature]

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BETTY FRANCISCO 304-558-0468

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
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.