Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO.	PAGE
PHOTO07	1

BLANKET RELEASE
00

CHANGE ORDER
4

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

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

VENDOR
*C08143045 800-786-5781
CAMERA BOUTIQUE INC
665 3RD STREET #410

SAN FRANCISCO CA 64107

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
01/14/2009	NET 30	942644683	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT

CHANGE ORDER #04

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: 02/01/09 THROUGH 01/31/2010

RENEWAL REMAINING: 0

2. TO PROVIDE A LIST A DISCONTINUED ITEMS.
SEE ATTACHED.

********** NO ADDITIONAL CHANGES **********

PURCHASING DIVISION
CERTIFIED ENCUMBERED
JAN 21 2009
Beverly Toler

PREVIOUS PO TOTAL==> OPEN END
PO NET CHANGE (+)==>

OPEN END
TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☑ 1/14/09

APPROVED FOR THE FISCAL YEAR

Dawn E. Warfield
APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY JO ANN ADKINS 304-558-8802
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 may be deemed null and void, and terminated 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."

JOE MANCHIN III
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.
CABINET SECRETARY

DAVID TINCHER
DIRECTOR

January 6, 2009

~~Clair Hardy~~ RAY CHU
Camera Boutique Inc.
665 3rd Street #410
San Francisco, CA 64107

Fax: 415-278-9634

Subject: PHOTO07

Dear ~~Ms. Hardy:~~ MR. CHU,

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing. The renewal dates are February 1, 2009 through January 31, 2010. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible.

Also attached is an **Affidavit** that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

JoAnn Adkins
Senior Buyer
304/558-8802

Attachment

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

RAY CHU
Name/Signature

01/07/09
Date

PRESIDENT
Title

* PLEASE SEE OUR CONTRACT AMENDMENT ON PAGE 3 OF THIS TRANSMISSION *

PAGE 1 OF 3

RECEIVED 01/06/2009 06:00 14152789634 CAMERA BOUTIQUE
WV PURCHASING ACA SECT Fax 304-558-4115 Jan 6 2009 09:50am P001/002

CAMERA boutique

665 Third Street, Suite 410 San Francisco, CA 94107 Tel (415) 278-9619 Fax (415) 278-9634

JoAnn Adkins, Senior Buyer
c/o State of West Virginia
Dept of Administration
Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

Subject: Discontinued Polaroid Products

Dear JoAnn,

I am writing to advise you of discontinued products from Polaroid, which in turn will amend our contract with the State of West Virginia. The following products, from our Photo07 Contract Pricing Sheet are no longer being offered by our suppliers, and as a result Camera Boutique will no longer be able to offer to the State of West Virginia:

Item #	Description	Discount	Net Unit Price
21	500 Captiva Single	50%	$ 8.30
22	500 Captiva Double	50%	$ 15.00
23	Spectra Single	50%	$ 10.92
24	Spectra Double	50%	$ 10.30
25	669 Double	50%	$ 19.90
26	665 Single	50%	$ 20.00
27	690 Single	50%	$ 10.45
28	690 Double	50%	$ 19.90
29	Ultraviolet Double	50%	$ 19.90
30	600 Double	50%	$ 20.30
31	779 Single	50%	$ 10.15

We apologize for any inconvenience this may cause and hope that our suggestions and proposals for migrating into digital imaging technologies will enable us to maintain a much-valued relationship with the State of West Virginia. Please feel free to let us know if you have any questions.

Best regards,

Ray Chu
President

www.cameraboutique.com

Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO.	PAGE
PHOTO07	

BLANKET RELEASE
00

CHANGE ORDER
4

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

*C08143045 800-786-5781
CAMERA BOUTIQUE INC
665 3RD STREET #410

SAN FRANCISCO CA 64107

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
01/14/2009	NET 30	942644683	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
			RECEIPT TICKET FOR PURCHASE ORDER:		PHOTO07
LINE	CATNO	ITEM NUMBER		DESCRIPTION	QTY DATE
0001		655-75-97-000	FILM: PHOTOGRAPHIC AND SUPPLIES		_____ _____
			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