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

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

***128100830**

304-346-8878

ARCHIVE SERVICES INC

PO BOX 3144

CHARLESTON WV

25331

PURCHASE ORDER NO. **RECMGTOO**

PAGE 1

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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

SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

AGENCY OUP

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

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APPROVED AS TO FORM BY

JONES

304-558-0067

TOTAL

PHRCHA SING DIVISION ALITHORIZED 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: Seiler 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.