

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.

SYSFURN02B

PAGE 1

BLANKET RELEASE 0.0 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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

*131144633 563-288-3995 ALLSTEEL INC 2210 SECOND AVENUE

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

MUSCATINE IA 52761

ALL STATE AGENCIES

BY ORDER

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

DATE PRINTED TERMS OF SALE FEIN/SSN 09/10/2002 NET 30 360717079 SHIP VIA FREIGHT TERMS BEST WAY DESTINATION PREPAID MUL-MUL QUANTITY UOP. **VENDOR ITEM NO.** LINE **UNIT PRICE AMOUNT DELIVERY DATE** CAT. NO. **ITEM NUMBER** CHANGE ORDER | #01 THIS CHANGE ORDER IS TO CORRECT TYPOGRAPHICAL ERROR ON PAGE 2 OF THE ORDER. THE FOLLOWING ITEMS ARE AFFECTED BY THIS CHANGE: SYSTEMS SUPPLEMENT DATED MAY 5, 2002, COVERING: (55% DISCOUNT) CONCENSYS TERRACE 8000 SYSTEMS MARBLES 0001 JB .00000 08/01/2002 425-94 WV State Purchasing Division OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC. Administration Unit Certified Encumbered I Charles PREVIOUS | PO TOTAL ==> OPEN END PO NET CHANGE (+)==> IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE \Box OPEN END TOTAL

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL BETTY FRANCISCO

304-558-0468

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.
- 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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