

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

AND POLITICAL SUBDIVISIONS

INDIANA FURNITURE INDUSTRIES

VARIOUS LOCALES AS INDICATED

812-482-5727

ALL STATE AGENCIES

BY ORDER

\*905144449

PO BOX 270

1224 MILL STREET

JASPER IN 47547 0270

## Purchase Order Purchase order No.

URCHASE ORDER NO: SYSFURNO2H PAGES 1

BLANKET RELEASE 00

CORRECT PURCHASE ORDER NUMBE MUST APPEAR ON ALL PACKAGES INVOICES, AND SHIPPING PAPERS QUESTIONS CONCERNING THIS PUR CHASE ORDER SHOULD BE DIRECTEI TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COP

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
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DATE PRINTED TERMS OF SALE FEIN/SSN FUND 09/08/2003 NET 30 350408870 SHIP VIA F.O.B. FREIGHT TERMS ACCOUNT NUMBER BEST WAY DESTINATION PREPAID MUL-MUL QUANTITY UOP **VENDOR ITEM NO.** LINE **UNIT PRICE AMOUNT DELIVERY DATE** CAT. NO. ITEM NUMBER CHANGE ORDER #02 THIS CHANGE ORDER IS TO CORRECT THE DISCOUNT. CHANGE ORDER #01 ERRONEOUSLY STATED THAT THE DISCOUNT WAS 57% OFF LIST; THE CORRECT DISCOUNT FROM LIST I\$ 53% - SAME AS THE ORIGINAL CONTRACT. --NO ADDITIONAL CHANGES-WV State Purchasing Division Administration Unit Certified Encumbered SEP 11 2003 PREVIOUS | PO TOTAL ==> OPEN END PO NET CHANGE (+) ==> IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  $\Box$ 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.
- 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.

## August 11, 2003

Betty L. Francisco
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
P. O. Box 50130
Charleston, West Virginia 25305-0130



Betty,

This letter will provide written confirmation that we wish to renew our contract with the State of West Virginia for the Period of August 12, 2003 through August 11, 2004.

The entire line of Indiana Desk products including seating products will be offered at 53% off (.47) of list prices in our catalog dated July 2, 2002. We have enclosed 2 copies for your file. We also have enclosed a signed copy of the No Debt Affidavit statement.

Indiana Desk

Indiana Laminate

Thanks again for your help in this matter.

Sincerely,

John Bieker

Vice President Sales/Marketing

CC: Webb Contract Associates Mark Stuckey

> 1224 Mill Street P.O. Box 270 Jasper, Indiana 47547-0270 USA

T 812.482.5727 W 800.422.5727 USA W 800.362.9470 Canada F 812.482.9035

www.indianafurniture.com saies@indianafurniture.com



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CHANGE ORDER 2

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\*905144449 812-482-5727 INDIANA FURNITURE INDUSTRIES PO BOX 270 1224 MILL STREET JASPER IN 47547 0270

S H ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED T O BY ORDER

09/08/2003	NET 30	350408870	FUND
BEST WAY	FOB DESTINATION		ACCOUNT NUMBER MUL-MUL
LINE QUANTITY DELIVERY DATE	UOP VENDOR ITEM NO CAT. NO. ITEM NUMBER	D, UNIT PRICE	AMOUNT
	RECEIPT TICE	KET FOR PURCHASE ORDER	: SYSFURNO2H
LINE CATNO ITE	M NUMBER	DESCRIPTION	QTY DATE
0001 425-94	OFFICE FU	RNITURE, PANEL SYSTEM	S CH
	SIGNATURE	DAT	Ε
APPROVAL AS TO FORM IS REQU			

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