

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

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PURCHASE ORDER NO.

PAGE 1

SYSFURNO2I

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 1

> SEE REVERSE SIDE FOR **TERMS AND CONDITIONS**

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

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***612140807** 800-454-9796 KI KREUGER INTERNATIONAL PO BOX 8100

GREEN BAY WI

54308

DATE PRINTED TERMS OF SALE FEIN/SSN FUND 08/10/2003 NET 30 391375589 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 #01 TO RENEW AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE THE ATTACHED DOCUMENTATION PROVIDES DETAILS VN STATE FURCHASION CONTROL OF ALL PRICE BOOKS, AND LISTS ALL BOOKS THAT HAVE CERTITED ENGLISHED OF BEEN REPLACED. EFFECTIVE DATE OF RENEWAL: 09/01/2003 THROUGH 08/31/2004 Beverly Toler RENEWALS REMAINING: 1 0001 JB 0.00000 08/01/2002 425-94 OFFICE FURNITURE, PANEL SYSTEMS, CHAIRS, ETC. PREVIOUS PO TOTAL ==> .00 PO INCREASE .00

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

OPEN END

TOTAL

BETTY FRANCISCO

304-558-0468

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

21/2/ 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 is automatically null and void, and is terminated without further order.

SYSFURN02J - Kreuger International, Inc. Effective Price Lists 9/1/03

	Price List Name	Number	Date
	System 3000 Panel Systems	KI-11287	4/2/01 (+4%)
<u> </u>	Wire Works Panel Systems	KI-11286	4/2/01 (+4%)
*	Fixed Seating	KI-FS061603	6/16/03
	Systems Wall	KIWV071102-2	5/1/02 (+4%)
	Period Residence Hall Furniture	PD-10002	6/4/01
	Roomscape Furniture Systems	KI-11293	4/2/01 (+4%)
	Seating Price List	KI-11290	6/4/01 (+4%)
**	15% price increase)		0, 1101 (170)
	Versa Upholstered Seat/Wood Back	KI-11311	9/10/01 (+4%)
	Rapture Seating	KI-11315	9/3/01 (+4%)
	Piretti Engage Stool-	KI-11327	4/15/02 (+4%)
*	GateOne Seating	KI-11308	7/1/02 (+4%)
	Olympia Seating	KI-11331	6/1/02
	AGI	AGI-5/7/02	6/4/01
	ADD Stacker	AD-10028	10/1/01 (+4%)
	ADD Daybed Sofa	AD-10029	10/1/01 (+4%)
	ADD Patient Room Seating	AD-10030	10/1/01 (+4%)
	ADD Public Space Seating	AD-10031	1/14/02 (+4%)
	ADD Sleep Chair	AD-10032	10/1/01 (+4%)
	Files & Storage	KI-11288	6/4/01 (+4%)
	PivotFile Rotary Storage	KI-11265	1/1/01 (+4%)
*	Balance Overhead	KI-11307	6/4/01 (+4%)
	Tables	KI-11291	6/4/01 (+4%)
	Desking Systems	KI-11301	3/18/02 (+4%)
*	Genesis Desking	KI-11312	9/2/02
*	In Tandem	KI-11322	10/1/02
	Powered Tables	KI-11302	3/18/02 (+4%)
	Datalink Multipurpose Tables	KI-11323	5/13/02
	Trek Tables	KI-11319	1/21/02
	Addendum: Keyboard Arms & Trays	KI-11303	7/2/01 (+4%)
	Site Furnishings	KI-11292	6/4/01 (+4%)
	Fabric Pricing Addendum		2/1/02
*	Wharton Lecturn	KI-11333	6/19/02
*	Crossroads Library Furniture	KI-11334	8/4/03
*	Connect Electrical System	KI-11326	4/15/02
*	Flexible Workspace System Dance Chair	KI-11273	9/1/00 (+4%)
*	Dance Chair	KI-11347	3/3/03
*	All Terrain	KI-11313	8/4/03
*	Hurry Up! Tables	KI-11351	7/14/03

^{*}New Pricelists Enclosed.

^{**}Use same price list; note change on certain items from +4% to + 15% Note: Changes from original contract are shaded.



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38/35	SHIP-VIA			FREIGHT TERMS		ACCOUNT	NUMBER	
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