

# PURCHASE ORDER



WV State Treasurer's Office  
1900 Kanawha Blvd., E.  
Bldg. 1, Room E-145  
Charleston, WV 25305

PURCHASE ORDER NO.

STO#95E

CHANGE ORDER NO.

04

**VENDOR:**

United Bank  
PO Box 393  
Charleston, WV 25322-0393

Invoice to:

WV State Treasurer's Office  
Attn: Ratha Boguess  
1900 Kanawha Blvd., E.  
Bldg. 1, Room E-122  
Charleston, WV 25305

Ship to:

Same as above

FEIN/SSN:	550249860 (FIMS ID# <del>550249860</del> )
FUND:	1322
ACCOUNT NO.	2003-1300-099-089
DATE:	February 20, 2003
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Quantity	Description	Unit Price	Total
	<b>Change Order No. 04</b>		
	To change address to:  United Bank PO Box 393 Charleston, WV 25322-0393 Attn: Account Analysis-Patrick Street		
		<b>TOTAL</b>	OPEN END

By: *[Signature]* 2-21-03  
WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL APPROVAL: *[Signature]* DATE: 21 February 2003

**WV STATE TREASURER'S OFFICE  
PURCHASE ORDER/CONTRACT  
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the West Virginia State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO 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 STO may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. Unit prices shall prevail in case of discrepancy. No price increases 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. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase order. Buyer will make no payment(s) to the Seller until the goods/services are received and accepted by the Buyer.
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/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.