

TERMS & CONDITION

- 1) **ACCEPTANCE OF TERMS.** This Albemarle-Charlottesville Regional Jail (ACRJ) purchase order is governed in all respects by the laws of the Commonwealth of Virginia. Any supplier or contractor providing goods or services to the Jail under this purchase order assures the Commonwealth it is conforming with Section 11-51, "Employment Discrimination by Contractor Prohibited," of the Virginia Public Procurement Act. The supplier or contractor, its agents and employees are prohibited under the terms of this purchase order from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on ACRJ property.
- 2) **INVOICE AND PAYMENT.** Vendor will invoice ACRJ for items delivered under this order. Each invoice will apply to this order only, and will include a purchase-order number, supplier-catalog number, quantity, price, and reasonable descriptions of the items delivered. ACRJ will pay the properly stated and undisputed invoice within 30 days of receiving the invoice, unless specified otherwise on the face of the order.
- 3) **PRICING AND TAXES.** Vendor will charge the price stated in this order for each item. If the order states no price for an item, Vendor will bill ACRJ at the price last quoted to, or paid by, ACRJ, or the prevailing market price, whichever is lower. If the invoice includes a higher price than the price established by this order, the price of this order will govern. If any item's price is higher than stated in this order, Vendor will immediately notify ACRJ and ACRJ may accept or reject that price. For all applicable areas, customer has provided Vendor with documentation attesting to its tax exempt status.
- 4) **LATE PAYMENT:**
ACRJ shall reserve the right to request any late fees waived. Otherwise, ACRJ shall only pay interest on properly-presented invoices no more than thirty (30) days beyond the payment due date at a rate no higher than the lowest prime rate charged by any commercial bank as published in The Wall Street Journal.
- 5) **SHIPPING.**
 - 4.1) **Shipping Method.** Unless specified otherwise on the face of this order, Vendor is responsible for all shipping charges for items under this order: F.O.B. destination, freight prepaid and allowed. In any event, Vendor will insure, at its expense, the items against damage and loss until the applicable ACRJ facility accepts delivery of them. If ACRJ is responsible for freight costs, ACRJ may choose the method of shipping and the freight courier.
 - 4.2) **No Surcharge.** Unless ACRJ agrees in advance and in writing, it will not pay (and Vendor will not charge) any fee, including any handling fee, equipment-loaner fee, drop-ship fee, transfer fee, freight charge, fuel surcharge, service charge, minimum-order charge, small-order charge, or restocking fee.
 - 4.3) **Delivery.** If the order specifies a delivery date, Vendor must deliver the item by that date. If it fails to do that, ACRJ reserves the right to terminate this order.
 - 4.4) **No Substitute items.** Vendor will furnish only those items specified in this order and will not supply any alternate or substitute product or brand without ACRJ's prior written approval.
- 6) **INSPECTION AND RETURN.** The terms of this Section govern the return of items and supersede the return provisions of any other document.
 - 5.1) **Inspection.** ACRJ may inspect any item delivered under this order and determine if any of the following conditions exist: (a) Vendor shipped the item in error; (b) the item is outdated or unusable (e.g., damaged, defective, or nonconforming) when received by ACRJ; (c) Vendor or a governmental entity recalled the item or subjected it to any other corrective action; (d) an item fails to meet any warranty under this order; or (e) Vendor has withdrawn or discontinued the item. No inspection,

approval, test delay, failure to inspect or test, or failure to discover any defect or other nonconformance relieves Vendor of any obligations under this order or applicable law, or impairs or waives any right or remedy of ACRJ.

5.2) **Return.** If any these conditions exists, then ACRJ may elect to do one or more of the following: (a) return without penalty, any of the items for a credit, equal to the original purchase price; (b) require Vendor to correct, rework, or replace the item at Vendor's sole cost; and (c) to hold them at Vendor's risk and expense for disposal or correction according to Vendor's instructions. Vendor pays the freight and other costs for returning an item for any of the reasons contained in this Section.

7) **WARRANTIES.**

9.1) **Item Warranties.** Vendor warrants that all original manufacturers' warranties for items will be valid through the items' expiration dates (copies of which will be provided to ACRJ upon request). Vendor also warrants that each item or service (as the case may be): (a) is manufactured, tested, packaged, labeled, priced, shipped, sold or provided in compliance with all applicable laws; (b) is free from defects in design, material, and workmanship; (c) does not infringe on or violate the intellectual property rights of any third party; (d) is free from all liens and encumbrances; (e) fit for the purpose set forth on the product label or insert; and (f) the services in this order will be performed in a safe, proper, and workmanlike manner.

9.2) **Remedies.** Vendor will immediately notify ACRJ if an item fails to meet any warranty under this order or any FDA requirement or standard. If Vendor breaches any of these item warranties, ACRJ may exercise the remedies described in section 5.2 of this order.

9.3) **Survival.** This Section survives termination of this order.

8) **INDEMNIFICATION.** Vendor is liable for, indemnifies, and holds ACRJ harmless from, any claim, lawsuit, action, and legal expense relating to (a) Vendor's negligent act or omission, intentional misconduct, misrepresentation, or breach of this order; (b) Vendor's product or service causing damage or injury, including, without limitation, death, bodily injury, or property damage; or (c) the infringement of Vendor's product or service on the intellectual property right of a third party. This Section survives termination of this order.

9) **GOVERNING LAW; VENUE; ATTORNEYS' FEES.** Virginia law, excluding its conflict-of-law provisions, governs this order, and both parties submit to the exclusive jurisdiction of state and federal courts in Virginia. The prevailing party in any litigation proceedings is entitled to recover its reasonable attorneys' fees, other fees, and costs incurred in the litigation, in addition to any other relief to which that party may be entitled.