1. Alliance Healthcare Purchase Terms & Conditions exclusively governs this purchase.
2. Important: All invoices must include assigned Purchase Order Number. Invoices submitted without the correct Purchase Order Number will result in delayed payment.
3. Invoices for partial deliveries must be indicated as such.
4. The Vendor must provide separate invoices for each Purchase Order Number.
5. Alliance is not tax exempt from North Carolina state sales tax, food tax, prepared meals tax and hotel room tax. These taxes must be correctly invoiced to Alliance for payment. The invoice must itemize the amount of tax charged so that Alliance can submit reimbursement for tax paid. Taxes shown on the purchase order are approximate.
6. Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods whichever is later.
7. Important: All packages must bear the correct Purchase Order number on the outside of each package or shipping container.
8. Alliance will not be responsible for any goods or services delivered without a Purchase Order having been issued.
9. The conditions of this order cannot be modified except by written amendment in the form of a “Corrected Purchase Order” which has been approved by Alliance’s Purchasing Manager.
10. Any rejected materials will be returned to the Vendor at the Vendor’s risk and expense.
11. In the event of a Vendor’s failure to deliver or perform as specified, Alliance reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that Alliance may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
12. In case of default of the vendor, Alliance may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.
13. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the Vendor shall defend actions or claims brought, and save harmless Alliance, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
14. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the Purchase Order. Where a specific purchase is quoted or negotiated F.O.B. Shipping Point, the Vendor shall prepay the shipping charges and add them to the invoice.
15. The risk of loss and damage to the goods which are the subject of this order shall be the Vendor’s until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
16. The Vendor acknowledges that it is the policy of the Alliance to avoid commercial promotion of products used by Alliance or the vendors of such products. The Vendor accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon Alliance’s purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by Alliance officers or employees.
17. Alliance may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.
18. All matters relating to this Purchase Order shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Durham County Civil Superior Court.
19. Notwithstanding any other provisions of this Purchase Order, this Purchase Order and all materials submitted to Alliance by the Vendor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Vendor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to Alliance. Vendor understands and agrees that Alliance may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Purchase Order. To the extent that any other provisions of this Purchase Order conflict with this paragraph, the provisions of this section shall control.
20. Cancellation - Alliance may terminate this Purchase Order at any time by providing written notice to the Vendor. Vendor shall cease performance immediately upon receipt of such notice. In the event of early termination, Vendor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to Alliance. Notwithstanding the foregoing, no event will the total amount due to Vendor under this section exceed the total amount due Vendor under this Purchase Order.
21. E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.