PURCHASE TERMS & CONDITIONS

1. Alliance Health Purchase Terms and Conditions exclusively governs this purchase.
2. **Important:** All invoices must include the 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 a 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 or services; 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 Director of Purchasing.
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. 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.
14. The risk of loss and damage to the goods or services which are the subject of this order shall be the Vendor’s until the goods or services are delivered to the destination set out in the order and accepted by the purchaser or its representative.
15. 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.
16. 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 compensation for costs for the satisfactory work completed as of the date of termination and delivered to Alliance. Notwithstanding the foregoing, in no event will the total amount due to Vendor under this section exceed the total amount due Vendor under this Purchase Order.
17. E-Verify – Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, as applicable. Further, if Vendor utilizes a subcontractor, Vendor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
18. Conflicts of Interest - Vendor has made Alliance aware of any potential or actual Conflicts of Interest related to Alliance Board members and/or employees. In the event a Conflict of Interest arises, the Vendor shall immediately disclose the conflict to Alliance. Alliance may, at its discretion, terminate the agreement if it finds that a Conflict of Interest exists and poses a material conflict to and with the performance of the Vendor’s obligations.
19. The Vendor acknowledges that it is the policy of the Alliance to avoid commercial promotion of products or services used by Alliance or the vendors of such products or services. The Vendor accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon Alliance’s purchase and/or use of the goods or services which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods, products, or services by Alliance officers or employees.
20. 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 in the General Court of Justice in Wake County, North Carolina.
21. 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.
22. 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.

Revised 2020.10.07