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Mesa Terms & Conditions

Terms and Conditions of Purchase (Short Form - Commercial Nonproduction Goods)

1. FORMATION OF CONTRACT

This purchase order is MDHS's offer to Seller, and acceptance by Seller is limited to the terms of this offer. MDHS objects to any additional terms stated in Seller's acceptance. Acceptance may be by prompt written acknowledgement or by beginning performance.

2. MODIFICATIONS

None of the terms and conditions of this Contract may be contradicted, modified, supplemented, explained, waived or rescinded except as provided in this Contract or in a written agreement signed by both parties. Only a MDHS purchasing representative may sign a modification or waiver on behalf of MDHS.

3. ACCEPTANCE AND REJECTION

If Seller tenders nonconforming goods, in addition to all remedies provided by law, MDHS may require Seller to replace or, at MDHS's option, correct the goods at no increase in contract price. Unless Seller corrects or replaces nonconforming goods within the delivery schedule, MDHS may require their delivery and make an equitable price reduction.

4. INVOICE AND PAYMENT

(A) For each shipment of goods, Seller will submit an original invoice marked "original" and one copy marked "copy" to the appropriate MDHS Accounts Payable Department. Taxes, if any, must be separately itemized. Purchase Order number and line item number must appear on all invoices, shipping documents, quality certificates, and packing sheets.

(B) Determination of payment due date, whether under net or discount terms, will be based on the latest of (i) the date goods are received; (ii) the date provided in this Contract for receipt of goods; or (iii) the date an accurate invoice is received.

(C) Payment will be deemed to have been made when deposited in the mail.

5. APPLICABLE LAW

This Contract will be governed by and construed in accordance with the Uniform Commercial Code of the state in which the MDHS Purchasing Department placing this Contract is located, with no consideration given to that state's conflict of laws rules, regardless of the places of execution or performance of this Contract.

6. DELIVERY

MDHS may, at its option, either retain (and store at Seller's expense) any goods received in excess of fifteen (15) calendar days in advance of the Purchase Order delivery schedule(s) or return them to Seller at Seller's risk and expense; and if retained, time for payment and discount shall be calculated on the basis of schedule delivery dates.

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