

Terms and Conditions

1. A **Purchases Order** is required for all goods purchased or services rendered. Not having a purchase order prior to an order will delay the process for payment or may result in non-payment.
2. Val Verde County is Tax Exempt from sales tax and federal excise tax. A tax-exempt certificate can be furnished upon request.
3. All materials and services shall be subject to Val Verde County's approval. No substitutions will be accepted without Purchasing Department approval.
4. No change(s) may be made to this order without written authorization of the Purchasing Department.
5. Materials must be properly packaged and shipping label must contain the purchase order number. All packing slips and bill of lading must be clearly marked with the purchase order number as well.
6. Inspection of delivery will be made at the delivery point unless otherwise specified. Damaged materials or unsatisfactory service work will not be accepted.
7. Rejected material will be returned to the Seller at the seller's risk and expense.
8. Quantities specified in the order are not to be exceeded. Any overages or duplicate orders will be returned to Seller at seller's risk and expense.
9. The Purchasing Department may grant additional time for delivery when Val Verde County is at fault or is satisfied the delay is beyond the control of the seller. Such consent must be in writing and made part of the order.
10. It is agreed that goods delivered shall comply with all Federal, State, and local laws relative thereto, and that the Seller shall defend any actions or claims brought against; and save harmless Val Verde County from any and /or all lost, cost of damage by reason of actual or alleged patent infringement and/or copyright infringement.
11. All prices must be F.O.B. delivery point. When a specific purchase is negotiated F.O.B shipping point, the Seller shall prepay the shipping charges and add to the invoice as a separate line item.
12. In case of default by the Seller, Val Verde County may procure the articles or services from other sources and charge the Seller as liquidated damages any excess cost or damages occasioned thereby.
13. Seller shall not sell, assign, transfer or convey this order, in whole or in part, without the prior written consent of Val Verde County.
14. Terms are Net (30) Thirty in accordance with the Prompt Payment Act.
15. Seller shall submit invoices after shipment of goods or services rendered. All invoices shall indicate the purchase order number, shall be itemized and descriptive, and freight charges listed separately. Copy of any signed documents by Val Verde County personnel shall be attached to the invoices.

All invoices shall be mailed to:

Or emailed to:

Val Verde County Auditor
509 E. Gibbs Street
Del Rio, Texas 78840

billing@valverdecountry.texas.gov

16. Val Verde County may, by written notice to the Seller, cancel this order without liability to the County if it is determined by Val Verde County that gratuities in any form were offered to an employee or elected official; breaching Val Verde County's Purchasing Code of Ethics.
17. Val Verde County shall have the right to cancel this order if Seller breaches any of these terms and conditions, becomes insolvent, or commits acts of bankruptcy.
18. The venue for any litigation arising from this order shall lie in Val Verde County, Texas.
19. Seller shall provide proof of insurance satisfactory to the county in the amounts and coverages required by Val Verde County for services provided on County property.
20. Seller agrees not to charge Val Verde County a price higher than that charged to any other customer for a similar product.