



TERMS, CONDITIONS, RIGHTS AND WARRANTIES

Product Pricing

Correctional Article §3-515 (a) states a unit of State government shall purchase from Maryland Correctional Enterprises (MCE) any goods or services that are available from MCE and that MCE can provide at a price not exceeding the prevailing average market price as determined by the Department of General Services.

Correctional Article §3-515 (b) (3) states, if Maryland Correctional Enterprises (MCE) is unable to provide any of the goods or services under the contract, Maryland Correctional Enterprises shall notify the contracting unit so that appropriate alternative action may be taken to meet the needs of units of State government for which the contracting unit procures goods or services.

The prices quoted in this catalog are subject to change with approval from the Price Selection Committee. Therefore, current prices of individual items may differ from the prices quoted in the catalog, but will be updated on the MCE website at www.mce.md.gov. The quoted prices are in compliance with preference law and regulation. For additional information, reference Code of Maryland Regulations (COMAR) 21.11.05 and (COMAR) 21.11.07.12.

Upon receipt of PO or Credit Card Form, the purchaser agrees to all Terms & Conditions. Prices applicable to all customer orders shall be those in effect at the time MCE receives a complete order from customer unless customer and MCE have in place a written special pricing agreement, which specifies the prices to be paid by customer.

Freight and Delivery

Prices include delivery unless otherwise noted. Graphic orders under \$25.00 have an \$8.00 shipping fee. Graphic orders are shipped via FedEx. Standard delivery shall occur Monday through Friday 7:00 am to 2:00 pm, excluding holidays and weekends.

All delivery Documentation must be signed at the time of delivery. An Agency representative must be on site in order to complete a delivery. If for any reason the customer refuses to sign for delivery, then an MCE Product Refusal form must be signed and the shipment will be returned back to MCE's storage facility. Once a new delivery Date & Time is established the Shipment of Freight process must be repeated.

- **Re-delivery of Freight:** When re-delivery of merchandise is required because the customer is not ready to accept product and no notification is given to MCE at least one week prior to the scheduled ship date, a restocking and re-handling fee of 25% will be billed to the customer.
- **Shortage Claims:** Customer must report shortage claims to MCE within three (3) days immediately following delivery. Shortage claims reported after three (3) days may not be honored.

Requests for Specific Delivery Time(s)

MCE considers requests for delivery times to job sites and will undertake reasonable efforts to indicate any such request(s). Additional fees may apply.

Fees

Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:

1. A need for special delivery such as the use of Lift Gates or Manual Stair Carry requests.
2. Redirection or re-consignment of product.
3. Detention / Per Diem Charges
4. Improper refusal of product.
5. Restoration Services (\$150 for pick-ups and a fee of \$75/per additional pick up).

Storage of Product

If customer requests a delay in shipment for any period greater than thirty (30) days, customer shall be responsible for the payment of the following storage fees:



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1. Warehouse Storage: \$35.00 per pallet per month.
2. Trailer Storage: \$350.00 per month.

Payment Terms

Net Thirty Days

Payment on all MCE invoices shall be made in US dollars within thirty (30) days per (COMAR) 21.06.09.05

A. Unless payment is deferred, delayed, or set-off under COMAR 21.02.07.03, payment under a procurement contract shall be made within 30 days:

- (1) After the day on which the payment becomes due under the procurement contract; or
- (2) If later, after the day on which the agency receives a proper invoice.

B. Payment will be considered to be made on the settlement date for an electronic funds transfer payment or the mailing date of the check for a check payment.

C. Payments falling due on a weekend, State holiday, or federal holiday may be made on the following business day without incurring late payment interest penalties.

D. Invoices are processed based on delivery.

Punch Work/Invoice Obligation

It is understood that any punch list work does not exempt the customer from fulfilling the agreed-upon payment terms. MCE has completed the primary scope of work, and the invoice remains due as per the original agreement. Any necessary corrections will be addressed in good faith but do not constitute grounds for withholding payment.

New Accounts

New accounts require the approval of the Customer Service Manager, and a valid tax-exempt or resale certificate (where applicable).

Order Process

Orders may be sent to MCE via the MCE PO Submission form portal on our website ([PO Submission Portal](#))

In order to submit a valid and complete purchase order to MCE, customer must follow the below requirements:

The following items must be included on all purchase orders:

- Sold (To/Bill-To) information: complete legal name, address, telephone number and account payable email with contact number.
- Ship (To) information: complete legal name, address, contact name, contact phone number.
- Purchase Order Number: a customer specific identifier.
- Authorization: signature of authorized purchasing agent or buying entity.
- Order Details: attach quote number or Bill of Materials if applicable or include the information listed below:
 - Quantity of each item
 - Complete model number, including all finishes and optional information
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (installation, storage)
 - Customer Number

1. Signatures on a quote or worksheet will NOT be accepted as a purchase order.

2. Purchase orders that do not meet these requirements will be placed on hold until complete information is received by MCE.

MCE also accepts payment of orders using either Visa or MasterCard for all of our products and services.

E-Commerce Orders

Orders may be placed using MCE's e-commerce website using either a purchase order or a credit card number. First time users must be registered and approved prior to purchasing. Visit our website at www.mce.md.gov. Refer to the "Register to Shop Online" icon found on the homepage. An approval confirmation email will be sent from the Customer Service Manager.

- To avoid duplicate orders please do not submit an order via the PO Submission Portal if submitting through E-Commerce.



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Acknowledgements

MCE can send acknowledgements on any order upon request. Please read these acknowledgements and contact MCE immediately if there is any discrepancy. In the event of any difference or inconsistency, MCE's acknowledgement will prevail. Any error or discrepancy on acknowledgement must be reported to the MCE Customer Service Manager in writing within three (3) working days of acknowledgement date.

Changes or Cancellation of Orders

Orders acknowledgements by MCE cannot be changed or cancelled without MCE's consent, which consent may be conditioned upon Customer's agreement to pay increased or additional expenses resulting from the requested change or cancellation, including but not limited to a twenty-five percent (25%) cancellation charge.

Please Note: That all order changes or cancellations must be submitted in writing within 5 days of order submission

Quick Ship Program

Quick Ship program lead times begin upon receipt of order. Quick ship orders cannot be revised, cancelled or returned. It is MCE's intention to ship all Quick Ship products within a period of fifteen (15) working days or less. Based on production capacity, MCE reserves the right to cancel a Quick Ship item or program without notice.

Returns

Product conforming to the specifications contained in MCE's acknowledgement to Customer may not be returned to MCE without MCE's written consent or approval. If return is a result of customer error, item may be returned at MCE's discretion. MCE reserves the right to charge a twenty-five (25%) restock fee.

Apparel and Uniforms:

1. Garments that have been custom embroidered are not returnable or exchangeable, unless the return is due to a manufacturing or fabric defect.
2. Size exchanges will be considered for product that has not been washed, worn or altered in any way, shape or form, up to forty-five (45) days of receipt of order. Customer will be responsible for any additional charges due to size differential and twenty-five (25%) restocking fee.
3. Manufacturing and/or fabric defects will be repaired or replaced at our discretion, free of charge up to one (1) year from receipt of order.

Bedding:

1. Mattresses are not returnable.

Shipment Damage Claims

All products are packaged to comply with delivery requirements and leave MCE's warehouse facilities in good condition. Customer shall be responsible to carefully inspect all products upon delivery and before acceptance. Any damage discovered upon delivery must be noted on the delivery document. Notification of damage discovered after delivery must be reported within three (3) days immediately following delivery, and all damaged product must be kept at the point of delivery in its original packaging.

Seating Fabric Requirements

Please refer to each fabric pattern card for specific technical specifications. The fabrics featured on MCE materials are provided as a general guide and do not guarantee exact duplication of color, texture or design. To ensure the fabric selection meets your expectations, please request a sample from your Account Representative.

Force Majeure

MCE shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any government authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, MCE reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it



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deems reasonable or to cancel any purchase order.

Product Warranties

The following products have varying warranties whereby, MCE warrants the structural integrity of these products to be free from defects in materials and workmanship. MCE will repair or replace at our discretion products which fail under normal use free of charge.

| Product Line Warranties | Parts | Labor |
|--|---------|---------|
| Office Suites (Annapolis II, Canton, Harbor) | 5 Years | 2 Years |
| Systems (Systems XXI, Flexstation, Amberg, Volition, Unite) | 5 Years | 2 Years |
| Seating (Task, Side, Stools, Lounge, Benches) | 5 Years | 2 Years |
| Seating Components (Fabric, Casters, Glides) | 1 Years | 1 Year |
| Tables (Conference, Lounge, All Purpose, Folding) | 1 Year | 1 Year |
| Storage (Shelving, Bookcases, Cabinets, Lockers) | 5 Years | 2 Years |
| Institutional Furniture (Beds, Lockers, Chests) | 5 Years | 2 Years |
| Outdoor Furniture (Tables, Grills) | 2 Years | 2 Years |
| Apparel (Uniforms, Incarcerated Individual, Shirts, Pants, Shorts, Outerwear) | 30 Days | NA |
| Bedding (Mattresses, Pillows, Sheets, Blankets) | 1 Year | NA |
| Graphics (Signage, Picture Frames, Gifts) | 1 Year | 1 Year |
| Facility (Brushes, Trash Receptacles, Step Stools) | 1 Year | 1 Year |
| Furniture Restoration | 1 Year | 1 Year |
| Dorm Furniture (Beds, Desks, Chairs, Storage) | 2 Years | 2 Years |

Design Services Clause

Approval of Design Specifications

The Customer's signature on any drawings, quotes, purchase orders, or credit cards constitutes confirmation that MCE's design team has thoroughly explained all details contained therein, and that the Customer fully understands and approves all specifications, including but not limited to furniture components (e.g., heights, widths, and color selections), electrical requirements (e.g., power and data in-feed locations), and the placement of all furniture and fixtures as depicted in the drawings. The Customer further verifies that the drawings accurately account for all site-specific elements, including windows, columns, thermostats, HVAC systems, light switches, alarms, and other obstructions.

Customer Responsibility for Site Verification

- **No Site Visit Conducted** - If a site visit was not requested or performed by MCE, the Customer assumes full responsibility for verifying all site conditions, including but not limited to wall, door, column, window, and ceiling locations, to ensure the furniture and layouts specified in the Design Services will fit properly. The Customer must notify MCE in writing of any obstructions (e.g., thermostats, light switches, alarms, HVAC systems) that may interfere with the furniture placement or installation prior to the commencement of installation. Failure to provide such notification will render the Customer solely responsible for any additional product costs, modifications, or installation charges resulting from such obstructions.



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- **Site Under Construction or Modified Post-Site Visit** - If the site was under construction at the time of any MCE site visit, or if any changes to the site (e.g., construction, renovations, or relocations of walls, doors, columns, windows, or other features) occurred after an MCE site visit, the Customer remains responsible for verifying all site conditions and notifying MCE of any changes or obstructions as described above. Any additional costs arising from unnotified changes will be borne by the Customer.
- **Ceiling Grid or Top Feed Obstructions** - If a ceiling grid plan or other documentation was not available during an MCE site visit, the Customer is responsible for identifying and notifying MCE of any ceiling obstructions that may prohibit or affect top feed locations for electrical or data connections. Any adjustments to top feed placement required during installation, including additional products or labor, will be at the Customer's expense.

Third-Party Coordination

The Customer is responsible for coordinating and any costs associated with networking, data, or electrical associated with the project. Electrical installers are also to review all furniture and electrical plans provided by MCE prior to furniture installation. The Customer shall ensure that all rewiring and hard-wire connections from top or base feeds to building power sources are performed by a Certified Electrician in compliance with all applicable codes and regulations. MCE shall not be liable for any delays, costs, or damages resulting from the Customer's failure to coordinate with third-party installers or ensure compliance with such requirements.

- **Changes to Approved Designs** - Any changes to the site conditions, furniture placement, or specifications (e.g., alterations in shape, size, or location of furniture, fixtures, or obstructions) that deviate from the signed and approved drawings are the sole responsibility of the Customer. The Customer shall bear all costs associated with such changes, including but not limited to additional products, modifications, labor, or installation charges.
- **Limitation of Liability** - MCE shall not be liable for any errors, omissions, or discrepancies in the Design Services resulting from inaccurate or incomplete information provided by the Customer, unnotified site changes, or the Customer's failure to verify site conditions or coordinate with third-party installers. The Customer acknowledges that MCE's Design Services are based solely on the information and site conditions provided or verified by the Customer at the time of design.
- **Indemnification** - The Customer agrees to indemnify, defend, and hold harmless MCE, its affiliates, and their respective officers, employees, and agents from any claims, damages, losses, or liabilities arising from the Customer's failure to comply with the obligations set forth in this clause, including but not limited to unnotified site changes, failure to verify site conditions, or improper coordination with third-party installers.

This clause constitutes the entire agreement between MCE and the Customer with respect to the responsibilities and liabilities related to Design Services and supersedes any prior representations or agreements, whether written or oral. By signing any drawings, quotes, purchase orders, or credit card submissions the Customer acknowledges their understanding and acceptance of these terms.

MCE reserves the right to extend any Warranty terms at our discretion. These Terms, Conditions, Rights and Warranties may change from time to time. Refer to our website mce.md.gov, for the most current information.