



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.

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 over \$25.00 have free delivery; orders under \$25.00 have an \$8.00 shipping fee. Graphic orders are shipped via UPS. Standard delivery shall occur Monday through Friday 7:00 am to 2:00 pm, excluding holidays and weekends.

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 equipment, including lift gates.
2. Redirection or re-consignment of product.
3. Detention charges.
4. Improper refusal of product.
5. New Fee for 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:

1. Warehouse Storage: \$25.00 per pallet per month.
2. Trailer Storage: \$350.00 per month.

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, plus 5% of the order value, will be billed to the customer.

Payment Terms

Net Thirty Days

Payment on all MCE invoices shall be made in US dollars within thirty (30) days of the purchase date.

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:

1. If you are mailing a purchase order, please mail to: MCE/Customer Service, 7275 Waterloo Rd., Jessup, MD 20794

2. The following items must be included on all purchase orders:

- Sold To/Bill To information: complete legal name, address, telephone number and fax number
- Ship To information: complete legal name, address, contact name, contact phone number
- Purchase Order Number: a customer specific identifier
- Issue Date: date the purchase order was issued
- Purchase Order Total: total of all items and services included on the purchase order
- 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)



3. Signatures on a quote or worksheet will NOT be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order, please contact Customer Service 410-540-5454.

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

Email Orders

Orders may be sent to MCE via email to: dlmcecustomerservice_dpscs@maryland.gov

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.

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

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.

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.

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 bill of lading. 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.

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.

Seating Fabric Requirements

MCE partners with the following seating fabric vendors:

Mayer Fabrics

Douglass Industries

Momentum Textiles

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.



TERMS, CONDITIONS, RIGHTS AND WARRANTIES (Continued)

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 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	2 Years
Tables (Conference, Lounge, All Purpose, Folding)	1 Year	2 Years
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)	3 Years	2 Years
Bedding (Mattresses, Pillows, Sheets, Blankets)	1 Year	2 Years
Graphics (Signage, Picture Frames, Gifts)	1 Year	2 Years
Facility (Brushes, Trash Receptacles, Step Stools)	1 Year	2 Years
Furniture Restoration	1 Year	2 Years
Dorm Furniture (Beds, Desks, Chairs, Storage)	2 Years	2 Years

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 www.mce.md.gov for the most current information.