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32.4 The County’s decision on contractual claims shall be final and conclusive unless the Vendor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate court.

**33. Correction of Defective Work**

33.1 Vendor shall promptly replace or correct any work or materials which County rejects as failing to conform to the requirements of the Contract Documents. If Vendor does not do so within a reasonable time, County shall have the right to replace or correct the defective work or materials and Vendor shall be liable to County for the cost thereof. If, in the opinion of County, it is not expedient to correct or replace all or any part of rejected work or materials, then County, at its option, may deduct from the payment due, or to become due, to Vendor such amounts as, in County’s judgment, will represent the higher of: (i) the difference between the fair value of the rejected work and materials and the value thereof, if the work had complied with the Contract Documents; or (ii) the cost of correction.

**34. County Attorney Approval**

34.1 These Terms and Conditions, in their standard form, have been reviewed and approved as to form by the Louisa County Attorney. Any alterations to these Terms and Conditions by Vendor are invalid without subsequent review and approval as to form by the Louisa County Attorney.

I agree to these terms and conditions, and understand that they apply to and govern all purchases, regardless of the type of goods or services purchased, by the County of Louisa, Virginia from Vendor.

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature

Vendor \_\_\_\_\_

Date \_\_\_\_\_