

## GENERAL TERMS AND CONDITIONS

The Purchase Order Contract includes the following terms and conditions and includes, but is not limited to, the invitation to bid, request for quotations, specifications, plans and published rules and regulations of **Linn-Benton Community College (LBCC, the College) Purchasing** and the laws of the State of Oregon, which are hereby incorporated by reference. [LBCC Policies and Rules](#), [ORS Chapter 279A, 279B, 279C](#)

1. No alteration in any of the terms, conditions delivery, price, quality, quantities or specifications will be effective without the prior written consent of LBCC Purchasing.
2. No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, etc. unless specifically stated hereon.
3. No exception to delivery dates shall be allowed unless prior written approval is first obtained from LBCC Purchasing or assigned agent/buyer for the College. The College reserves the right to cancel any undelivered portion of this order.
4. Time of delivery is of the essence and the College reserves the right to cancel any undelivered portion of this order for failure by the vendor to deliver on time. Vendor assumes responsibility of delay notwithstanding the cause.
5. All invoices shall be addressed to Accounts Payable, at the address as indicated on the front of this Purchase Order and must include Business name and phone number, Purchase Order number, and clearly list quantities, item descriptions, and units of measure. All payments to the vendor shall be remitted by USPS mail or emailed to AP-LB@linnbenton.edu.
6. Furthermore, the provisions or monies due under this contract shall not be assignable. Items will be paid for once received, net 30.
7. SHIPPING INSTRUCTIONS: Unless otherwise specified hereon, all goods are to be shipped prepaid, FOB destination. Where specific authorization is granted to ship goods FOB shipping point, vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill the College as a separate item on the invoice for said charges. It is also agreed that the College DOES NOT accept any COD shipments.
8. All goods or materials purchased herein are subject to the approval of the College. Any rejections of goods or materials, whether held by the College or returned, will be at the vendor's risk and expense.
9. All invoices, packing lists, packages, shipping notices, and any other written document affecting this contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to this contract, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.
10. The Vendor agrees to protect the College against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods and materials purchased herein. The vendor further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.
11. Vendor agrees that the waiver, acceptance, or failure by the College to enforce any provisions, terms, or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the College to thereafter enforce such provisions.
12. The Vendor warrants all articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purposes manufactured, merchantable, of good material and workmanship, and free from defects.
13. The College's payment terms are Net 30. In the event that the College is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized.
14. Vendor warrants and represents that all the goods and material contained herein are free and clear of all liens, claims or encumbrances of any kind.
15. Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered hereon which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.
16. The Vendor agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to the following: Employment upgrading, Demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the College, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.
17. In the event of a breach by the Vendor or any of the provisions of this contract, the College reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the vendor.
18. Vendor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the College or proved defective during the agreed warranty period and to be responsible for ALL transportation costs for return thereof to the vendor and, when repaired or replaced, the return thereof to the College.
19. Purchase is compliant with Federal and State Government requirements pertaining to public purchasing and contracts.
20. In compliance with OAR 437 guidelines, Vendor shall include all Material Safety Data Sheets (SDS) applicable to this order.
21. Prices shall be exclusive of state sales and federal excise taxes per Chapter 32 of the Internal Revenue Code. Where state government entities are not exempt from taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice separate from the products or services.
22. This order is the College's offer to purchase the goods and/or services described on the Purchase Order and constitutes a Contract. The College's placement of this order is expressly conditioned upon Contractor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order.