**TERMS AND CONDITIONS**

The following terms and conditions shall apply to all purchases made by or on behalf of the College except where provided otherwise.

**DELIVERY:**All goods are to be priced and shipped “prepaid, FOB destination” (Vendor pays freight charges, Vendor bears freight charges, Vendor owns goods in transit, Vendor files any claims). 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. Each invoice for shipping shall include the original or a copy of the bill indicating that the payment for shipping has been made. Time is of the essence on this contract. If completed deliveries are not made at the time agreed, the College reserves the right to cancel or purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the College, in writing of the earliest possible shipping date for acceptance by the College. Vendor assumes responsibility of delay notwithstanding the cause.

**RISK OF LOSS:**Regardless of F.O.B. Point, Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the College. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

**INSPECTION:**Good and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the College. The College reserves the right to inspect the goods at a reasonable time subsequent where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**COMPLIANCE WITH LAWS:**The Vendor certifies that in performing this contract it will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

**LAWS GOVERNING:**This contract shall be governed by and construed according to the laws of the State of Oregon. Venue for any action related to this agreement shall be in the Circuit Court for the County of Deschutes, Oregon.

**PREVAILING WAGE:**It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage rates if the contract is for a public work subject to Oregon revised Statues ORS 279C.800-870 or the Davis-Bacon Act (40U.S.C 276a). It shall be the responsibility of the Vendor to monitor the prevailing wages rates during the project for any increase in rates and to adjust wage rates accordingly.

**WORKERS COMPENSATION:**This contractor, its subcontractors, if any, and all employees working under this contract are subject employers under the Oregon Worker’s Compensation Law and shall comply with ORS 656.017, which required them to provide workers compensation coverage for all their subject workers.

**PAYMENT TERMS:**Central Oregon Community Colleges payment terms are net 30. In the event the College is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of invoice, 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.

**WARRANTY:**The Vendor warrants to the College that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, standards incorporated herein, materials, workmanship, and/or be free from such defects in design. Vendor warrants and represents that all goods and services contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever. In addition, Vendors warrants the goods and services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor agrees to accept for credit, repair or replacement, at no charge, any items received defective by the College or proven defective during the agreed warranty period and to be responsible for ALL transportation costs for return to the Vendor, and when repaired, replaced, or returned to the College.

**EXEMPTION:**
The College is exempt by statute from payment of all federal, state and municipal, excise, sales and other taxes.