

1. “Contractor” means the party named in the Purchase Order (“PO”) with whom the Oregon Institute of Technology (“Oregon Tech”) has contracted for the purchase of goods or goods and services. The terms “Contractor” and “Seller” as used in the Uniform Commercial Code (“UCC”) (Oregon Revised Statutes (“ORS”) Chapter 72) are synonymous. “Purchase Order” or “PO” means the entire written agreement between the parties, including these Oregon Institute of Technology - Purchase Order Terms and Conditions, and any other terms and conditions and agreements referenced on the face of the PO.
2. Deliveries will be F.O.B Destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.
3. Oregon Tech may inspect and test the Goods and related Services (collectively, “Goods”) at times and places determined by Oregon Tech. Oregon Tech may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Oregon Tech may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Oregon Tech’s rights, including its rights under the UCC (ORS Chapter 72). Nothing in this paragraph is to in any way affect or limit Oregon Tech’s rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
4. Oregon Tech shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the accurate invoice is received, whichever is later. If Oregon Tech fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance. (See Oregon Institute of Technology Policy Section 580-061-0050.)
5. If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, Oregon Tech may pay such claim and charge that payment against any payment due to the Contractor under this PO. Oregon Tech’s payment of

Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the in personam jurisdiction of these courts. Neither this Section nor any other provision of this PO is a waiver by the State of Oregon of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or from the jurisdiction of any court.

10. Neither party is responsible for delay or default caused by an event beyond its reasonable control. Oregon Tech may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.
11. Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Oregon Tech. This PO's provisions are binding upon and inure to the benefit of the parties to the PO and their respective successors and assigns. Any assignment or subcontract in contravention of this Section will be null and void.
12. Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant Oregon Tech, and the State of Oregon and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives' access to the Records, including reviewing, auditing, copying, and making transcripts.
13. Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (ix) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (x) all regulations and administrative rules established pursuant to the foregoing laws.
14. Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.
15. Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.
16. Contractor shall provide Oregon Tech with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.
17. Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO.
18. All amendments to this PO must be in writing, signed by Contractor and Oregon Tech.
19. If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
20. Oregon Tech's failure to enforce any provision of this PO is not a waiver or relinquishment by Oregon Tech of its rights to such performance in the future or to enforce any other provisions.
21. If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to thns.

23. Contractor acknowledges that Oregon Tech has students and faculty who are foreign nationals who may work with services, product or technology received from Contractor pursuant to this PO. Contractor represents that it has informed Oregon Tech in writing, prior to acceptance of this PO if it is providing Oregon Tech any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List Number(s) it is controlled.
24. Contractor shall not use names, marks or trademarks identifying

UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.