

OETC Volume Price Agreement

SECTION I. OETC-19I-InteractiveDisplays-ViewSonic

This agreement is made and entered into by the Organization for Educational Technology and Curriculum (OETC), 471 High Street SE, Suite 10-Creekside, Salem, OR 97301 and ViewSonic Corporation

A. Contractor Information

ViewSonic Corporation
Company Name

10 Pointe Drive, #200
Street Address

95-4120606
Tax Identifier

Brea, CA 92821
City, State ZIP

SECTION II. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 30, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of OETC and with written agreement by ViewSonic Corporation.

SECTION III. EQUIPMENT, PRODUCTS, OR SERVICES

- A. ViewSonic will provide the Equipment, Products, or Services as stated in its Response to OETC-19I-InteractiveDisplays and is incorporated here by reference.
- B. All Equipment and Products provided under this Contract must be new/current model. ViewSonic may offer close-out or refurbished Equipment or Products if they are clearly indicated in ViewSonic's product and pricing list.

SECTION IV. PRICING AND PRODUCT CHANGES

- A. All Equipment, Products, or Services under this Contract will be priced with the discount off of MSRP as stated in ViewSonic's response.
- B. **SALES TAX.** Each Member is responsible for supplying the ViewSonic with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.
- C. ViewSonic will submit price lists monthly with the latest products and offerings available to OETC's members.

SECTION V. TERMS AND CONDITIONS

- A. **ASSIGNMENT.** Neither ViewSonic nor OETC may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between OETC and ViewSonic. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses.
- F. **FORCE MAJEURE.** Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.
- G. **SEVERABILITY.** If any provision of this Contract is found to be illegal, unenforceable, or void then both OETC and ViewSonic will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.
- H. **CANCELLATION.** OETC or ViewSonic may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

SECTION VI. SIGNATURE

ViewSonic Corporation

**Organization for Educational
Technology and Curriculum**

Sung Yi

Zach Jensen

Name

Name

CFO

Contracts Manager

Title

Title




Signature

Signature

6/4/2020

Date

Date