

Jules Bordet Institute – General Conditions of Purchase.

The Jules Bordet Institute is only validly bound by order forms, contracts and undertakings validly signed by its legal representative(s).

The supplier's general conditions of sale never apply, except for specific mention explicitly and in writing on the order form or any other document accompanying the purchase and signed by the Jules Bordet Institute's legal representative(s).

As for the general conditions of sale, the special conditions of sale of the supplier communicated after issuing an order form never apply - neither in full nor in part – without the express, explicit agreement in writing of the Institute Jules Bordet's legal representative(s).

ORDERS:

- The Purchasing Department must be informed of any change in the price and designation on this form before execution of the order form.
- Orders making reference to special specifications are subject to the clauses of the said specifications.
- Failing this, the royal decree of 15 July 2011 governing the general conditions for the performance of public contracts and public works concessions are applicable.
- **By accepting the order form the supplier renounces his general conditions of sale.**
- Only an order form duly signed by an official representative of the institution and bearing the reference "order form" commits the institution. A verbal order does not constitute an order.

DELIVERY AND RECEPTION:

- The supplier must include with his delivery a note of despatch giving the full specifications of the articles delivered and the order form reference.
- **Deliveries shall be made between 7.30 and 12.00 and between 13.00 and 16.00 only at the goods reception office of the CHU Saint-Pierre, rue Haute 290 – 1000 Brussels.**
- A member of the Purchasing Department staff will take delivery of the goods. This reception will be quantitative. Any goods refused for non-compliance will be taken back and replaced by the supplier at his own cost.
- Deliveries are accepted subject to technical compliance with the order.
- All deliveries must be made Delivery Duty Paid (DDP – Incoterms 2013)

INVOICING:

- The Jules Bordet Institute is subject to mixed rate Belgian VAT under number **BE 0257.981.101**.
- The Jules Bordet Institute is an "association under public law" in accordance with chapter XII of the law of 08/07/1976.
- Each invoice must be made out to:
 - Jules Bordet Institute
 - Accounts
 - Rue Héger- Bordet, 1
 - 1000 Brussels (Belgium)
- Invoices not addressed to Accounts will be considered as non-received;
- For foreign suppliers (INTRA EEC)
 - 3 obligations:
 - The supplier's invoice must be Excluding VAT;
 - Our intracommunity VAT number must be given on the supplier's invoice;
 - The supplier's VAT number must also be given on the invoice.
- The following information concerning the intrastat declaration should also be given:
 - Code of Member State of origin (ISO code) ;
 - Intrastat commodity code;
 - The net mass of the despatch, that is weight excluding packaging;
 - The number of items;
 - Value in EURO excluding VAT.
- Invoices or credit notes must be addressed in duplicate, with the words "Certified sincere and true for the sum ofEURO", for the attention of the Jules Bordet Institute, Accounts, Rue Héger-Bordet 1, 1000 Brussels.
- Invoices or credit notes must give the order form reference and the name and email address of the contact person at the Jules Bordet Institute. For services (under maintenance, troubleshooting contracts, etc.), invoices must also be accompanied by a copy of the work sheet, duly received by an official from the service in question (name, first name, legible signature) setting out the place, date and detailed breakdown of the supplies and services effected. If the service is provided under a maintenance contract, the invoice relating to the labour must give the number of hours worked, rate and any travel expenses. Failing this the invoice will not be accepted.
- With the exception of invoices or credit notes that must be addressed to Accounts as stated above, all correspondence must be addressed for the attention of the Jules Bordet Institute Purchasing Department.
However, any communications relating to problems with invoice follow-up should be addressed exclusively to:

Jules Bordet INSTITUTE – Suppliers Accounting
Rue Héger- Bordet, 1

1000 Brussels

Telephone: 02/541.35.42

PAYMENT:

- Invoices are paid after full performance of the obligations of the supplier or service provider. In this case there is a single payment of the full amount. When the deliveries or provision of services are partial or continuous, then part payments are made in line with the state of progress in the provision of services or deliveries.
- The supplier's invoices are in principle paid within a global deadline **of 60 days from the end of the month.**

Any request for information relating to the payment of invoices should be addressed to the Jules Bordet Institute, Accounts (Tel: 02/541.35.42 or by email)

fournisseur.compta@bordet.be or Leverancier.boek@bordet.be)

- Any request concerning a change in the payment deadline should be addressed to the Jules Bordet Institute Financial Management (Tel: 02/541.35.69 or fournisseur.compta@bordet.be or leverancier.boek@bordet.be).
- All foreign bank charges are payable by the supplier.
- Any demand for the payment of interest for failure to respect the terms of payment must be preceded by a formal notification, transmitted by post for the attention of the Jules Bordet Institute, Accounts (see above for address)

If sums due are not paid within 15 working days of reception of the formal notification, the interest that may be demanded for non-respect of payment deadlines will only begin to accrue after 15 working days following the date of receipt of the formal notification. The interest rate demanded may not be higher than the statutory rate applicable in Belgium on the date of the formal notification.

APPLICABLE LAW - JURISDICTION:

- Belgian law alone applies.
- In case of dispute, the Courts of Brussels have exclusive jurisdiction

NOTE: Considering the legal requirements in force and the provisions included in these general conditions, failure to respect the demands set out below authorizes the Jules Bordet Institute to suspend payment of an invoice from the date of delivery until the resolving of the irregularity accepted by the Jules Border Institute.

- The General Data Protection Regulation (GDPR) can be found on the Jules Bordet Institute website.