

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 if expressly and explicitly mentioned 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 supplier's special conditions of sale communicated after issuing an order form never apply – neither in full, nor in part – without the express, explicit and written agreement of the Institute Jules Bordet's legal representative(s).

ORDERS:

- The Purchasing Department must be informed of any change of price and designation on this form before executing the order form.
- Orders referencing special specifications are subject to the clauses of said specifications.
- Otherwise, the royal decree of 15 July 2011 governing the general conditions for the performance of public contracts and public works concessions will apply.
- **By accepting the order form, the supplier waives 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 transmittal note giving the full specifications of the articles delivered and the order form reference.
- **Deliveries shall be made between 8h00 and 16h00 only at the goods reception office of the Institute, rue Meylemeersch, 90 – 1070 Anderlecht.**
- A member of the Logistics Department will accept the 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 that are accepted are subject to technical compliance with the order.
- All deliveries must be made 'Delivery Duty Paid' (DDP – Incoterms 2013).
- Suppliers are responsible for their waste at all sites of the Jules Bordet Institute.

INVOICING:

- The Jules Bordet Institute is subject to the mixed taxable VAT statute 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 issued to the attention of:
 - Jules Bordet Institute
 - Accounting Department
 - Rue Meylemeersch, 90
 - 1070 Anderlecht (Belgium)
- Invoices not addressed to the Accounting Department 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 appear on the supplier's invoice;
 - The supplier's VAT number must also be displayed 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 items, i.e. weight excluding packaging;
 - The number of items;
 - Value in EURO excluding VAT.
- Invoices or credit notes will be sent to the attention of the Jules Bordet Institute, Accounts, Rue Meylemeersch, 90 – 1070 Anderlecht.
- Invoices or credit notes will imperatively mention the reference of the order form, 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 a detailed breakdown of the supplies and services rendered. If the service is provided under a maintenance contract, the invoice relating to the labour must include the number of hours worked, the rate and any travel expenses. Without this, the invoice will not be accepted.
- With the exception of invoices or credit notes that must be addressed to the Accounting Department as stated above, all correspondence must be addressed to the attention of the Jules Bordet Institute Purchasing Department.
However, any communication relating to problems with invoice follow-up should be addressed exclusively to:
Either the official address

Jules Bordet INSTITUTE – Suppliers Accounting

Rue Meylemeersch, 90

1070 Anderlecht

Or by PDF only to the email address fournisseur.compta@bordet.be

You can contact Accounting by phone: **02/541.35.42**

Attention: invoices without mention of the order form will be returned.

PAYMENT:

- Invoices are paid after the 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 partial payments are made in line with the state of progress in the provision of services or deliveries.
- The supplier's invoices are normally 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, Accounting Department (Tel: 02/541.35.42 or by email fournisseur.compta@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).
- 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 amendment relating to the General Data Protection Regulation (GDPR) can be found on the website of the Jules Bordet Institut

https://www.bordet.be/fichiers_web/Logistique/COMPLEMENT_RGPD.pdf

Please note that the standard contractual clauses for Europe have been updated.
Please use them for any new contract involving data transfers outside the EEC

https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en