

PROCUREMENT TERMS & CONDITIONS

1 GENERAL

The present agreement is subject to the provisions contained in the Act on Public Procurement Contracts of 17 June 2016, the Royal Decree on the Award of Public Procurement Contracts in the Classical Sectors of 18 April 2017, the Royal Decree establishing the General Implementing Regulations for Public Procurement Contracts of 14 January 2013 and the Act on the Substantiation, Information and Legal Remedies relating to Public Procurement and Certain Contracts for Works, Supplies and Services and Concessions of 17 June 2013, including all amendments and additions made to the aforementioned acts and decrees. The full text of the above-mentioned legislation can be found on www.ejustice.just.fgov.be/wet/wet.htm or may be obtained on request from the Purchasing services. Any conflicting provisions with respect to this legislation or the provisions mentioned below, that appear on quotes, order confirmations or other documents issued by the company concerned shall be void, unless these are included in the Purchase Order or other contract documents.

2 PURCHASE ORDER

No order is legally valid without a signed Purchase Order from the Karel de Grote University College (KdG). The amounts stated on the Purchase Order are exclusive of value added tax (VAT).

3 DELIVERY

Unless otherwise stated on the Purchase Order, deliveries are made delivered duty paid, to the room for use or installation. The packaging shall not be charged and, if the supplier so requests, will be returned at his expense.

- In case of deliveries of goods: each delivery is made with a separate delivery note per Purchase Order. This delivery note must display the order number and issue date of the Purchase Order. The delivery note must be attached to the package concerned. The goods are checked and accepted by the service for which they are intended. Goods delivered to reception are received subject to checking, yet not to be considered accepted.
- In case of works or services: a work order must be drawn up by the contractor immediately after the execution of the works or services.

4 INVOICE

The amounts stated on the Purchase Order are exclusive of value added tax (VAT). VAT will be charged additionally if legally due from the Other Party and must be paid additionally by KdG after receipt of an invoice that meets the legal requirements as prescribed in the applicable VAT legislation. The invoice must meet the following conditions:

- It must be drawn up in a single copy; sent as an E-invoice via PEPPOL
- 1 invoice = 1 order
- It must mention the invoice details of the university college, including the VAT number:

BE 0458.402.105

- It must state the applicable VAT amount
- It must contain a detailed description of the invoiced items
- It must display the Purchase Order number and issue date of the Purchase Order

The invoice shall be sent in respect to the instructions on the purchase order.

5 PAYMENTS

The invoice amount is paid in a single transaction, after full execution of the order. KdG does not accept any interim invoices, unless a system of partial delivery has been expressly agreed on. Payment is made within a period of 30 calendar days after receipt of the invoice.

The receipt or payment of the order does not constitute acceptance of the order and does not release the entrepreneur from its obligations, guarantees and obligations under the agreement.

6 SAFETY

The installations, machines, machine tools and all items included in this purchase order must comply with the Belgian and European applicable laws and regulations and all applicable harmonized standards regarding safety, health and hygiene and the prevention of accidents on the work floor. They must also comply with the safety, health and hygiene conditions which may not necessarily be imposed, but are nevertheless indispensable to achieve the objective, as stated in Article 54(c)2 of the General Occupational Health and Safety Regulations (ARAB) (Royal Decree of 20/6/1975, Article 1). This also applies to individual or collective protective equipment. A Dutch manual must be provided. A training on the use of the installations, machines and machine tools must also be provided. All

certificates and attestations relating to the Machinery Directive, the CE Marking Directive, the EC Declaration and the Safety Data Sheets in accordance with REACH in Dutch must be delivered to the KdG Prevention services at the time of delivery.

7 LIABILITY

It is not possible for the contracting party to bring a non-contractual liability claim against KdG or against one of KdG's auxiliary persons (executive agents). Auxiliary persons (executive agents) include the following persons: all directors, managers, (guest) lecturers, (independent) employees, volunteers, etc. of KdG. These auxiliary persons (executive agents) are third-party beneficiaries. This provision does not apply to KdG's subcontractors.

8 DISPUTES

In case of dispute, Belgian law is applicable and the courts of Antwerp are competent.