

GENERAL TERMS

General

The present agreement is governed by the Act of 17 June 2016 on public procurement, by the Royal Decree of 18 April 2017 on the award of public procurement in classic sectors, by the Royal Decree of 14 January 2013 establishing the general terms of execution of public procurements and the Act of 17 June 2013 regarding the motivation, the information and the remedies on public procurement and contracts of public works, supplies and services. This agreement is subject to all amendments and additions to the above mentioned Act and Decrees. The full text of this legislation can be found at <http://www.ejustice.just.fgov.be/wet/wet.htm> or may be obtained on request from the Purchasing department (in Dutch).

Applicability of the supplier's terms and conditions are hereby expressly excluded, unless otherwise agreed in writing. If there is any conflict between the terms and conditions of Karel de Grote University College and the terms and conditions applied by the supplier, then the terms and conditions of Karel de Grote University College shall prevail.

Purchase order

Purchases of works, supplies or services without a signed purchase order from Karel de Grote University College are not legitimate.

Delivery

Unless otherwise indicated in the purchase order, the total price includes packing and carriage to the contractual delivery point. No fee shall be charged for packaging.

If a package is returnable, the supplier must pay the costs of the return of package.

- In case of a delivery of goods: every delivery must be sent with a separate delivery note per purchase order. The delivery note must quote the number and date of the purchase order. The delivery note must be attached in a clearly visible and undamaged way to the packaging. The goods will be inspected by the department for which they are intended. Goods supplied to the reception, will be received, but not accepted. The goods will be inspected later by the department for which they are intended.
- In case of works or services:
Immediately after the work or service has been completed, the supplier provides a work order. Karel de Grote University College will sign this order in case of acceptance.

Invoice

Invoices shall comply with the laws and decrees on VAT. The invoice must contain:

- contact details of the finance dept., Karel de Grote University College and the VAT.- registration
- number: **BE 0458 402 105**
- the applicable VAT amount
- a description of the order
- the number and date of the purchase order

Payments

The payment will be made in a single transaction, after completion and acceptance of the order. Karel de Grote University College will not accept interim invoices, unless otherwise agreed in writing. The invoice will be paid within a period of 30 days after receiving the invoice and acceptance of the order. This does not prevent the application of the verification period, as stated in the above-mentioned legislation.

Safety

The apparatus, machines, etc. shall comply with current legislation and regulations regarding safety and health at work. Upon delivery, instructions shall be supplied regarding the working principle, operation, inspection and maintenance of the subject of the order. These instructions must be written in the Dutch language. The supplier must provide a training in the use of installations, machines and mechanical devices. All certificates and licenses with regard to the Machine Directive and the CE Directive must be provided to the department of safety and health of Karel de Grote University College.

Disputes

The present agreement shall be subject to and construed in accordance with Belgian Law. In the event of a dispute, only the Courts of Antwerp shall have jurisdiction.