



## **GENERAL CONDITIONS OF PURCHASE**

### **Article 1. Validity of orders**

To be valid, any order must be made in writing and signed by a representative of ANPI. The absence of a response from ANPI to an offer it receives shall never be considered as an acceptance of the offer, regardless of the information provided in said offer.

### **Article 2. Application of these conditions**

Any order placed by ANPI is solely and exclusively subject to these general conditions of purchase to the exclusion of any other conditions, including the supplier's general or special conditions, regardless of the document on which they are presented. Any exception to the application of all or part of these general conditions of purchase shall be covered by a formal written agreement signed by an ANPI representative. The act of signing a document confirming an order placed by ANPI on which the supplier's conditions of sale appear does not imply ANPI's agreement to the application of said conditions of sale. The supplier's act of beginning the fulfilment of the order implies that the supplier agrees to apply these general conditions of purchase.

### **Article 3. Confirmation of the order by the supplier**

The order constitutes an offer to contract made by ANPI. This offer is valid for 10 working days after the date that ANPI sends the offer. If the supplier does not confirm to ANPI in writing that it has accepted the order within this time period, the offer shall be automatically null and void, without ANPI being held liable for any damages. Should the confirmation of the order reach ANPI after the period of 10 working days, ANPI is free to accept or refuse said confirmation.

### **Article 4. Delivery and complaints**

Except as otherwise provided on the ANPI purchase order, deliveries shall be made postage paid to the Louvain-la-Neuve address. Deliveries shall be made at the supplier's own risk. Any property insurance shall be paid by the supplier. The delivered goods will be considered received, and the risks transferred, at the time of signature for receipt of the delivery note by ANPI, which shall include the ANPI order number, the description of the goods or services and the quantities delivered. ANPI will only be able to prove delivery of the ordered goods by producing the delivery note signed by ANPI. The fact that the goods have been delivered and physically received does not mean that ANPI has accepted them. ANPI has a period of one month from the delivery date to report a lack of conformity, quantity or/and quality concerning the delivered goods, without prejudice to ANPI's subsequent option of protesting against a latent defect in the products.

### **Article 5. Material goods**

All material goods (equipment, consumables, etc.) shall comply with the Belgian and European legal provisions, and be accompanied by the relevant legal documentation (i.e. Declarations of conformity, User & Maintenance Manuals, etc.).

### **Article 5b. Site services and works**

Site services and works may be carried out only after acceptance of the ANPI safety instructions available at reception, to where the contractor is first required to report.

### **Article 5c. Test reports and calibration certificates**

Test reports and calibration certificates must include the following information at the very least:

- a) a title (i.e. "Test Report" or "Calibration Certificate");
- b) the name and address of the laboratory as well as the location where the tests or calibrations were carried out, if it is different from the laboratory address;
- c) the unique name for the test report or calibration certificate (such as the series number), and on each page, an indication showing that the page is part of the test report or calibration certificate, with a clear indication of the end of the test report or calibration certificate;
- d) the name and address of ANPI,
- e) identification of the method used;
- f) the description, condition and unambiguous identification of the object being tested or calibrated;
- g) the commissioning date of each object being tested or calibrated, when needed for validating and applying results, and the performance date of each test or calibration;
- h) a reference to the calibration plan and procedures used by the laboratory or other bodies when such bodies are relevant for the validity or application of the results;

- i) the results of the test or calibration with the units of measure, if applicable;
- j) the name, position and signature, or equivalent identification, of the person(s) authorising the test report or calibration certificate;
- k) if applicable, a declaration stating that the results only relate to those objects subject to the testing or calibration.

In addition, calibration certificates shall include the following information:

- a) the conditions (ambient conditions, for example) under which the calibrations were carried out, and which have an influence on the measurement results;
- b) the measurement uncertainty and/or a declaration of compliance with a defined metrological specification or with certain articles thereof;
- c) proof of traceability of the measurements.

### **Article 6. Invoices**

Invoices shall be made out to ANPI asbl, Parc Scientifique Fleming, Granbonpré 1, B-1348 Louvain-la-Neuve.

### **Article 7. Payment**

Unless otherwise expressly agreed in writing as set out in Article 1, or unless in the event of force majeure, invoices shall be paid 30 calendar days from the beginning of the month following the date the invoice is received, and only after receipt of all goods ordered and/or the provision of all services, as well as approval of the invoice. No damages or compensation shall be due in the event of delayed payment before the expiry of a period of 15 days from the date of dispatch of a formal demand of payment sent to ANPI via registered letter. In the event of a complaint concerning the conformity of the goods or their quality or the quantities delivered, ANPI is authorised to suspend the payment. ANPI is authorised to compensate the amounts due to the supplier for the order with any debt, whether due or not yet due, issued for a definite amount.

### **Article 8. Price**

Unless otherwise indicated on the purchase order, prices are firm and non-revisable. They are all given with the charges for delivery to ANPI included as well as any customs duty, taxes, and fees that are generally included. Only the VAT or any other equivalent tax in force at the time of receipt shall be paid by ANPI.

### **Article 9. Recurring orders**

In the event of recurring orders, each order shall be considered as a separate order, and the recurrent nature of the orders shall not allow the supplier to claim any sort of compensation in the event of a discontinuation of orders.

### **Article 10. Transfer of copyright**

In the event of an order of goods protected by copyright or related rights, the reproduction rights and rights of communication to the public pertaining to the ordered goods, as well as the adaptation rights, including the rights of translation and modification, shall be transferred to ANPI. This transfer shall apply to the use of any medium, by any means, even if unknown, and in any country, unless in the event of an act that damages the reputation or honour of the author of the ordered goods. Any restriction on the use of the product or service which appears on another document shall be deemed invalid. In the event of any use of an unknown nature at the time of the order, the supplier and ANPI shall negotiate additional equitable compensation in good faith. The supplier warrants that it holds all of the rights necessary for the aforementioned transfer and that it has obtained the authorisation of the persons represented by the ordered goods.

### **Article 11. Applicable law and jurisdiction**

Only the courts of the judicial district of Nivelles shall have jurisdiction over any disputes concerning the contractual relations between the parties.