

General conditions of purchasing ESV EURIDICE GIE

General principle

Article 1

Present general conditions of purchasing are applicable to the purchase agreements concluded by ESV EURIDICE GIE, unless otherwise stipulated in the order form and/or contract.

Article 2

ESV EURIDICE GIE's general conditions of purchasing take precedence over all conditions of sale of the supplier, unless otherwise agreed upon in a written agreement.

Article 3

The Belgian and European law on Governmental Assignments are applicable.

Acceptance of the order

Article 4

The supplier can refuse the order by returning the order form within 8 days after receipt to ESV EURIDICE GIE. If not returned within the time appointed, the supplier is supposed to agree with the order and its conditions.

Prices

Article 5

Unless otherwise agreed upon, all prices include all costs for transport, shipping, packaging and clearing, but excluding Belgian VAT.

Article 6

Unless otherwise agreed upon, the agreed prices are fixed and are not liable to readjustment.

Article 7

Payment shall be made in the currency mentioned on the order form and the price is not liable to fluctuations.

Transfer of rights and duties to third parties

Article 8

Except for the transport, the supplier is not authorized to transfer neither totally nor partially the rights and/or duties resulting from the agreement to third parties, without the previous written consent from ESV EURIDICE GIE.

Article 9

In any case, even if ESV EURIDICE GIE agrees with such transfer to third parties, the joint obligation of the supplier with regard to SCK•CEN remains fully applicable.

Delivery

Article 10

Except in case of particular stipulations mentioned on the order form, all goods have to be delivered at following address:

ESV EURIDICE
c/o SCK•CEN
Boeretang 200
BE - 2400 MOL
Belgium

Open on working days: 8:30 a.m. till 12:00 a.m. and
01:00 p.m. till 04:00 p.m.

Article 11

Each delivery must be accompanied by a delivery note, giving the nature of the shipment, the quantity as also ESV EURIDICE GIE order number.

Article 12

Overtime delivery or insufficient identification of the delivery may induce either delay of payment until the conditions are met, or refusal of the delivery and returning of such delivery, at the risk and expense of the supplier.

Acceptance of Delivery (approval)

Article 13

In case of refusal of the goods, ESV EURIDICE GIE will notify the supplier of this decision and return the goods at the expense of the supplier, without any payment of damage for that reason.

Invoices and payment

Article 14

Invoices must bear the ESV EURIDICE GIE order number and have to be sent in threefold to the following address:

ESV EURIDICE
c/o SCK•CEN
Boeretang 200
BE - 2400 MOL

Article 15

Payment is due within thirty days after the month of reception of the invoice, on condition that the delivery has been accepted.

Article 16

All invoices are paid by transfer to the post or bank account mentioned by the supplier.

Various conditions

Article 17

In case of conflict between the present General Conditions of Purchasing and the Particular Conditions mentioned on the front side of the order form, the latter have priority over the General Conditions of Purchasing.

Governing Law and jurisdiction

Article 18

The Belgian law is applicable and sole the Courts of Antwerp are competent to interpret and decide on possible claims resulting from the present order and agreement.