

General Conditions of Purchase

Target Group: external parties, Hasselt University (UHasselt) staff Contact: Purchase Department UHasselt <u>(aankoop@uhasselt.be)</u>

Royal Decree of January 14, 2013

The Royal Decree of January 14, 2013 (B.S. February 14, 2013) to determine the general rules for implementing public contracts and public works concessions is fully applicable to all contracts (regardless of the amount) for works, supplies and services placed by UHasselt, taking into account the following special provisions and any deviations that are included in the tender, the competition or in an agreement. The full text of Royal Decree can be found at:

<u>http://www.ejustice.just.fgov.be/cgi_loi/change_lg.pl?language=nl&la=N&cn=2013011409&table_name=wet</u> or can be obtained on request from the Purchase Department.

Special provisions

Billing Information:

The invoice shall be sent to the Finance Department of UHasselt, that will guarantee the payment and this at the address below.

Preferably by email to: invoices@uhasselt.be

Alternatively by mail to: Hasselt University Finance Department Martelarenlaan 42 3500 Hasselt Belgium

To be stated on the invoice:

VAT number: BE0208 359 859 Purchase order number (unique number per purchase)

Verification and payment term

The contracting authority shall have a period of verification of 30 calendar days from the date of delivery to carry out the formalities relating to completion of the acceptance. This period shall run from the day following the day on which the supplies reach their destination, provided that the contracting authority becomes in possession of the supply list or invoice.

Payment of the amount due to the supplier shall be made within 30 calendar days from the date of termination of the verification, provided that the contracting authority has at the same time the invoice made regularly, as well as the other documents, if any, required. This invoice shall be regarded as a claim.

Competent Court

In the absence of an amicable settlement, the Council of State is the recourse body for claims for suspension and appeals for the destruction of UHasselt's decisions as contracting authority. Belgian law shall apply. If any provision of the contract is contrary to Belgian law, these provisions will become null and void.

Safety and environmental regulations

The items to be delivered must always comply with all applicable laws and regulations on safety, health and welfare at work and on the environment. If necessary, the order form will refer to specific requirements. Upon delivery, the supplier will attach an instruction manual in Dutch and a certificate in which he explicitly confirms that the required safety and environmental requirements have been met. The Hasselt University has specific safety and environmental requirements for new machines and appliances and specific safety and environmental requirements for second-hand machines and appliances.

Personal data - General Regulation on data protection (GDPR)

If the purchase involves activities involving the processing of personal data, a processing agreement must always be drawn up. In this agreement, UHasselt will act as processing manager and the service provider will occupy the position of data processor on behalf of UHasselt. This agreement lays down the conditions for processing and lays down the mutual obligations, in particular the obligations of the processor to provide assistance and the technical and organisational measures to be taken by the processor to ensure the safety of the data.