

1. These purchasing terms and conditions of issued by Zeepreventorium VZW apply exclusively to all requests, quotations, and agreements regarding the supply of goods, services, or works that result in an actual purchase or provision of services. The supplier of the aforementioned goods, services, or works declares that to be duly informed of these purchasing terms and conditions.

These terms and conditions shall prevail over any and all general terms and conditions of the supplier. Acceptance or fulfillment of the order by the supplier constitutes the supplier's unconditional acceptance of these general purchasing terms and conditions.

2. A purchase is constituted by an order or a purchase order.

3. The purchase order specifies the goods, services, or works that Zeepreventorium VZW is purchasing, as well as their quantities. Changes to the quantities by the supplier are not permitted. Such changes may only be accepted following written notification by the supplier and express written acceptance by the authorized representative of Zeepreventorium VZW.

4. Prices are always stated in euros. Unit prices must be specified to 4 decimals. The total prices are rounded to two decimal places.

5. Price changes, whether explicit or implied, by the supplier are only permitted with the prior written consent of the authorized representative of Zeepreventorium VZW.

6. The supplier his pricing terms are deemed to include all direct and indirect costs, unless explicitly stated otherwise. The supplier must at all times fully, in writing, and in a transparent manner indicate which costs are or are not included and whether the price terms are net (excluding taxes) or gross (including taxes).

In addition, the supplier must inform Zeepreventorium VZW of which tax(es) and tax rate(s) apply. In the event of ambiguity, incompleteness, or contradiction in the presentation of the pricing terms, the parties shall consider the pricing terms received and approved at the time of purchase of the goods, services, or works to be the gross pricing terms, including all direct and indirect costs.

7. Zeepreventorium VZW imposes a general prohibition on subcontracting or transferring the agreement by suppliers unless this has been expressly authorized in writing by Zeepreventorium VZW to the supplier for the purchase of the goods, services, or works.

8. Invoices must be issued to Zeepreventorium VZW. Only supplier invoices that include the correct company details can be processed. The correct company details are as follows:

Zeepreventorium VZW
Koninklijke Baan 5
8420 De Haan
BE 0443998989

9. Supplier invoices must always, without exception, include the order number provided by Zeepreventorium VZW. Invoices are sent electronically via Peppol (Peppol ID: 0208:0443998989).

10. The standard payment term for invoices is invoice date plus 30 days, due at the end of the calendar month. Invoices can be issued not earlier than upon delivery completion. If an invoice is received prior to delivery, the payment term begins only from the moment of delivery of the goods, in case of purchase of goods, or from the moment of confirmation of the completion of the services in the case of purchase of services.

11. Zeepreventorium VZW is not liable for failure to meet the payment deadline if the supplier does not comply with these purchasing terms and conditions.

12. The standard Incoterm for purchases made by Zeepreventorium VZW is DDP (2020) (Delivery Duty Paid).

13. The following delivery terms apply at all times:

- Delivery shall always take place at the exact location and within the business hours of Zeepreventorium VZW as stated on the order form;
- For products with an expiration date, no more than 1/3 of the shelf life may have elapsed at the time of delivery;
- Each delivery must be accompanied by the necessary, fully completed delivery and transport documents. All documents must clearly state the Zeepreventorium VZW order number. These documents must be clearly attached to the outside of the packaging, with the order number clearly visible and readable;
- The central number 003259/23.39.11 can be contacted for practical arrangements if needed or to notify of delivery.

Failure to comply with the above conditions will result in a statutory fixed compensation of 250 euros, without prejudice to Zeepreventorium VZW his right to claim full compensation if the actual damage exceeds 250 euros.

14. If the supplier is unable to deliver the goods, complete services or work on time in accordance with the agreed terms, Zeepreventorium VZW reserves the right to terminate the purchase in whole or in part and, if there is an additional cost for an alternative purchase, to arrange this at the supplier's expense so that the original purchase can be fulfilled in full and on time for Zeepreventorium VZW. Furthermore, the supplier automatically waives any and all related compensation linked to the terminated purchase. This is without prejudice to Zeepreventorium VZW's right to claim damages from the supplier for all direct and indirect losses suffered as a result of the supplier's default.

15. The parties have the right at all times to terminate a purchase in the event of force majeure. In such cases, the parties automatically waive any and all compensation related to the terminated purchase in the event of force majeure.



16. Suppliers guarantee that the goods, services or works delivered always comply with all applicable Belgian and European legislation and with all applicable standards, regulations, and guidelines.

17. With regard to conformity, quality, and traceability, Zeepreventorium VZW reserves the right at all times to request the necessary documentation (certificates, inspection reports, technical data sheets, safety data sheets, etc.) from the supplier, which the supplier must be able to provide digitally at no additional cost within one business day following the date of the request.

18. The signing of the delivery note serves solely as proof of receipt of the delivery and does not constitute any acceptance of the goods, services, or works, nor as a (provisional) acceptance. Zeepreventorium VZW reserves the right at all times to inspect the goods, services, or works at the time of delivery, as well as during subsequent use.

Hidden defects remain, without exception, the responsibility of the supplier. Payment by Zeepreventorium VZW for deliveries, goods, services, or work does not in any way imply that Zeepreventorium VZW waives its right to hold the supplier liable for defects. Visible or hidden defects may always be reported to the supplier within a reasonable period after discovery.

19. The supplier provides a warranty of at least 24 months on the goods, services, or work delivered, unless otherwise agreed in writing between the parties. The warranty covers repair, maintenance, replacement, or refund at no cost, at the discretion of Zeepreventorium VZW.

20. The supplier is fully liable for all damages resulting from defective or non-compliant goods, services, or work. The supplier indemnifies Zeepreventorium VZW, its staff, and directors against all claims by third parties, including patients. No limitation of liability applies in cases of bodily injury, willful misconduct, gross negligence, or product liability.

21. The parties waive the right to bring a non-contractual liability claim against each other's agents, with the exception of subcontractors engaged by the parties. The parties undertake not to exclude the aforementioned possibility of non-contractual claims in their own contractual relationships with subcontractors.

22. The supplier undertakes to take out appropriate insurance during the performance of the delivery, service, or work, and by extension during the term of the agreement, including at least civil liability and product liability insurance. Upon simple request, the supplier shall provide valid proof of insurance.

23. The Parties shall address any foreseeable and avoidable event to ensure the delivery, service, or work can be performed. Events that are neither foreseeable nor avoidable constitute force majeure. In the event of force majeure that renders the performance of the purchased delivery, service, or work impossible, the Parties shall notify each other immediately. The parties shall make every reasonable effort to minimize the impact of the event on the purchase and to remedy the consequences as quickly as possible.

24. The supplier is bound to the utmost discretion and shall treat all information obtained from Zeepreventorium VZW with the utmost confidentiality. This obligation shall remain in effect for five years after the termination of the purchase agreement.

25. The supplier is not permitted to use Zeepreventorium VZW as a reference in any way without the explicit written consent of the authorized representative of Zeepreventorium VZW.

26. The supplier undertakes to comply with the General Data Protection Regulation (GDPR). If the supplier acts as a processor, a separate data processing agreement will be entered into.

27. The supplier shall act in accordance with all applicable laws regarding integrity, anti-corruption, and conflicts of interest. Offering improper benefits to employees or directors of Zeepreventorium VZW is strictly prohibited.

28. The parties may terminate the purchase agreement with immediate effect and without penalty in the event of a material breach, insolvency, bankruptcy, or legal violation. A material breach is a breach that renders it no longer possible or desirable for the agreement to be performed.

29. If the supplier's physical presence at Zeepreventorium VZW locations is required to fulfill the purchase agreement, the supplier expressly undertakes to unconditionally comply with the most recent Zeepreventorium VZW Code of Conduct. The Code of Conduct is always available in digital and paper form via your contact person. The supplier and its employees are expected to be familiar with the Zeepreventorium VZW Code of Conduct and to apply it accordingly.

30. Any provision that is (wholly or partially) invalid or unenforceable shall be automatically and ipso jure replaced by a new, valid, and enforceable provision that approximates as closely as possible the purpose (including economic consequences) of the collaboration and the text of the original provision.

31. All purchase agreements are governed by Belgian law, with the exception of the Vienna Sales Convention. Only the courts where the registered office of Zeepreventorium VZW is located shall have jurisdiction.