

## **GENERAL TERMS & CONDITIONS**

### **INSTITUT BELGE DE L'EMBALLAGE/BELGISCH VERPAKKINGSINSTITUUT VZW**

**(IBE-BVI VZW)**

**(Valid from 1st July 2024)**

#### **1. Scope of application**

- 1.1 The general conditions of sale are applicable to all orders for request, projects and services, hereinafter referred to as "the services", which are placed with the company IBE-BVI VZW, established in Z1 Researchpark 280 – B-1731 Zellik, VAT n° 0406 591 633, tel +32 2/464. 02.10, email [packaging@ibebvi.com](mailto:packaging@ibebvi.com) hereinafter referred to as "the Service Provider".
- 1.2 The application of these general conditions is a determining condition of the Service Provider's consent. Any order placed implies the customer's full and unreserved acceptance of these general conditions, even if they are in contradiction with its own general conditions.
- 1.3 Derogations from these general conditions may only be made with the written consent of the Service Provider. Any derogation granted by the Service Provider to these general conditions does not invalidate the other clauses of these general conditions, which remain applicable.

#### **2. Quotations and orders**

- 2.1 Our quotations are valid for three (3) months.
- 2.2 The prices indicated in the quotation are only for the performance of the services described therein, to the exclusion of all other services. If additional services are requested by the customer, they will be charged extra.
- 2.3 The price quotation is made based on the information provided by the customer. In the event of any changes to the desired service, the Service Provider shall be entitled to adjust the price of its service in accordance with the customer's new requests or changes requested by the customer.

- 2.4 The quotation constitutes the fixed price that will be charged to the customer for the services indicated in the quotation, including any administrative costs.

### 3. Prices

- 3.1 All our prices are quoted in euros, excluding VAT.
- 3.2 Any increase in VAT or any new tax that may be imposed between the time of the order and the time of the provision of services will be charged to the customer.

### 4. Payment

- 4.1 Invoices are payable within 30 days net, to the credit of the Service Provider's KBC Bank account: IBAN: BE09 4329 1810 6157 - BIC: KREDBEBB.
- 4.2 Any delay in payment of more than 30 days will result in an increase, automatically and without prior notice of 15% per year, plus a fixed compensation of 10%. In addition, the Service Provider is entitled to suspend its guarantee as long as the customer is in default of payment.
- 4.3 Any complaint relating to an invoice must be sent no later than eight calendar days after receipt, by e-mail sent to the following address [admin@ibebvi.com](mailto:admin@ibebvi.com). In the case of failure to comply with these conditions of deadline and form, the customer will no longer be able to dispute this invoice.

### 5. Right of withdrawal

- 5.1 Any order placed by the customer, by e-mail or by telephone, commits the customer as soon as it is validated.
- 5.2 In accordance with article 47 of the law of 6 April 2010 relating to market practices and consumer protection, the customer who, in the context of his/her private life, calls upon the services of the Service Provider without a visit to the premises having taken place to draw up the quotation (distance contract), has the right to cancel his/her order, without penalties and without giving any reason, within 14

calendar days from the day following the day of acceptance of the quotation. This right of renunciation in the case of a contract concluded at a distance does not apply when the parties agree that the services ordered will be performed within this period. To exercise his/her right of withdrawal, the customer must send a registered letter with acknowledgement of receipt to the registered office of the Service Provider to the address mentioned in these general conditions.

## 6. Cancellation of the order

- 6.1 With the exception of the right of withdrawal referred to in point 5.2. of these general conditions or a case of force majeure, any cancellation of the order made by the customer may not lead to the reimbursement of sums already paid or any compensation whatsoever.
- 6.2 In the event of cancellation of the order by the Service Provider, the Service Provider undertakes to reimburse the Customer for the sums already paid by the Customer for the order in question, it being understood that no compensation may be claimed from the Service Provider.

## 7. Execution of services

- 7.1 The Service Provider undertakes to make every effort to offer its customers a highquality service. When the service concerns an exploratory study or a research and development study, it is a contract to provide resources, not to achieve any given result. The Service Provider therefore does not guarantee a positive outcome of the study but will do everything possible to achieve this within the budget defined in advance.
- 7.2 The Service Provider reserves the right to refuse to honour an order from a customer who has not paid in full or in part for a previous order or with whom a payment dispute is in progress.

## 8. Guarantees and limitation of liability

- 8.1 If the customer considers that he/she is entitled to dispute the quality of the services provided by the Service Provider, the customer must, on pain of loss of rights for failing to observe a time-limit, do so in

writing (e-mail or post) within 15 days of the performance of the said services by the Service Provider or of the discovery of a problem/change in the performance of the contract which has not been accepted, expressly or tacitly, by the customer.

- 8.2 In any event, the Service Provider's liability is limited to the amount of the contract without prejudice to the customer's right to seek termination of the contract in court, in accordance with article 1184 of the Civil Code.
- 8.3 The Service Provider's liability cannot be invoked by the Customer in the event that the Customer uses the Service Provider's test reports for commercial purposes.
- 8.4 Whether the Service Provider has dispatched the samples, or is expecting to receive them, it cannot under any circumstances be held responsible for their loss whilst being transported by subcontractors, regardless of the chosen carrier, including the postal services. It is the responsibility of the client, if deemed necessary, to instruct the Service Provider not to handle any transport arrangements after signature of the offer, to take charge of the transport itself and, where appropriate, to take out adequate insurance to cover the value of the sample at its own expense.

## 9. Privacy

- 9.1 The Service Provider, the data controller, undertakes to process personal data in accordance with European (GDPR) and national laws on data protection.
- 9.2 The data collected by the Service Provider are the legal billing and contact details (Company, BCE No., VAT No., Title, Surname, First name, Address, Postal Code, Town, Email address, TEL, mobile phone, Website, Bank Account No., etc.)
- 9.3 By providing his/her personal data, the customer gives the Service Provider express authorization to process this information to process the customer's order and/or request for information.
- 9.4 At any time and without any justification, the Customer may object to the processing of his/her personal data by sending a letter to the Service Provider or an e-mail to the following address [packaging@ibebvi.com](mailto:packaging@ibebvi.com).

- 9.5 If, at any time, the customer feels that the Service Provider does not respect his/her privacy, he/she is requested to send a letter to the Service Provider by post or an e-mail to the address. The Service Provider will make every effort to detect and correct the problem.

## 10. Force Majeure

- 10.1 No Party may be held liable for the total or partial non-execution of its obligations, if this non-execution is due to unforeseeable circumstances or the occurrence of an element constituting force majeure such as, in particular, and without this list being exhaustive, flood, fire, storm, lack of raw materials, transport strike, partial or total strike, or lock-down.
- 10.2 The Party that has been affected by such events must inform the other Party as soon as possible and within 5 working days at the latest of the occurrence of the event.
- 10.3 10.3. The parties agree that they shall consult each other as soon as possible to determine together how the order is to be carried out during the period of the force majeure event.

## 11. Intellectual Property

- 11.1 All logos, trademarks, photos and models appearing on the Service Provider's commercial documents, including the website ([www.ibebvi.com](http://www.ibebvi.com)) are the property of the Service Provider.
- 11.2 Any partial or complete reproduction of these logos, trademarks, photos and models, whatever the medium, for commercial, non-profit or voluntary purposes, is prohibited without the consent of the Service Provider or the holders of the trademarks or rights attached to these graphic representations.

## 12. Disputes

- 12.1 Any dispute of any kind must first be the subject of an attempt at an amicable settlement before it can be submitted to the Courts and Tribunals.

- 12.2 Any dispute relating to the validity, interpretation and/or execution of a contract entered into with the Service Provider shall be submitted exclusively to the Courts and Tribunals of Brussels.

### 13. Miscellaneous

- 13.1 When, by virtue of the application of a law, a regulation or following a final decision of a competent court, one or more stipulations of these general conditions are held to be invalid or declared as such, this does not affect the other stipulations of these general conditions which remain in force. Where appropriate, the parties will negotiate to agree on a provision or provisions that would achieve, as far as possible, the objective pursued by the clause or clauses subject to nullity.
- 13.2 No omission or delay by either party in exercising any right or remedy available to it under this contract or applicable law shall constitute a waiver. The waiver of a right or remedy shall take the form of a written waiver by the waiving party.
- 13.3 The present general conditions and the provisions mentioned in the quotation sent to the customer form a contractual whole and constitute the entirety of the contractual relations between the parties.
- 13.4 The contract concluded between the Service Provider and the Customer is subject to Belgian law.

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