



## **General selling conditions**

### **Article 1 - Scope**

These general selling conditions apply to all agreements concluded between BE-CERT npo and the customer. Unless otherwise agreed, expressly accepted in writing by BE-CERT npo, the general selling conditions listed below will manage exclusively all relations with the customer who declares that he has read and accepted them.

### **Article 2 - Prices**

All the prices mentioned are net prices: taxes, deductions or bank costs are taken on by the client. In accordance with the national legislation, the prices of the services provided in Belgium are increased by 21 % of VAT. For foreign clients reverse charge of VAT may be applicable. BE-CERT npo reserves the right to modify its tariffs at any time.

Invoices are sent by e-mail as standard. On formal request of the customer, invoices can be sent by post; additional administrative costs of € 10.00 excluding VAT will be charged for this.

### **Article 3 - Payment**

Payment must be made without suspension or compensation within 30 days of the invoice date. BE-CERT npo reserves the right to provide certain services only if they have been paid in advance, or if an advance is paid upon approval of the offer.

### **Article 4 - Protest**

Invoices must be protested in writing, the postmark being taken as proof, or by e-mail ([compta@be-cert.be](mailto:compta@be-cert.be)) within 10 working days of the invoice date.

### **Article 5 - Payment deadline**

At the end of the payment period, the customer is in default by right, without any notice of default being required. The client will then be due an interest of 1.5 % per month of delay. As soon as the customer becomes in default, all (future) claims of BE-CERT npo on the customer become immediately due and payable, and default also occurs for these claims without notice of default or other prior declaration. BE-CERT npo is in this case authorized to suspend its obligations under any agreement concluded with the client until full payment of all receivables due.

### **Article 6 - Collection**

If the customer does not meet (on time) the payment obligation, then in addition to the principal and interest, all costs incurred to obtain payment out of court will be borne by the customer. The extrajudicial collection costs amount to at least 10% of the principal due with a minimum of € 250.00 excluding VAT.

### **Article 7 - Termination of agreements**

In the event of liquidation, bankruptcy or (provisional) suspension of payment by the customer or when the application of the debt rescheduling mechanism is pronounced against the customer, or when a seizure is made chargeable to the customer, as well as in the event of force majeure, all of the customer's obligations under any agreement are immediately due and payable. BE-CERT npo is authorized to suspend or terminate the execution of any agreement concluded with the client or to proceed with the dissolution of this agreement.

### **Article 8 - Termination of the provided services**

If the customer does not meet (on time) the payment obligation, BE-CERT npo is entitled to postpone the issue of certificates or to suspend their validity until the amounts due are paid. In case of repeated or incessant non-payments, this can lead to a withdrawal of the certificates.

### **Article 9 - Disputes and applicable law**

Belgian law is applicable on the relation between the client and BE-CERT npo.

The Brussels court has sole jurisdiction to hear any dispute that may arise between the client and BE-CERT npo. BE-CERT npo remains authorized to bring the dispute before the competent court of the customer's domicile.

### **Article 10 - Policy**

Insurance policy for professional civil liability of service providers in the construction sector (Peeters Ducarme law of May 9, 2019), Ethias, n° 45.310.792 applies to the activities of BE-CERT npo.