

**Vzw GZA (Ziekenhuizen)**  
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**GZA son**  
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## General terms and conditions GZA

### GENERAL PROVISIONS

1. The contracting authority for this order is GZA vzw or GZA son. As an organisation that provides healthcare, GZA vzw and GZA son are subject to public procurement legislation. Consequently, this order and the subsequent verification of the delivery, invoicing and payments are subject to the aforementioned legislation.

2. GZA's payment terms are based on the R.D. of 14 January 2013 determining the general rules of execution of public procurement contracts and concessions for public works. Hence, the verification period is set at 30 calendar days, taking into account the specific provisions below. As this order fits within our specific objective as a healthcare institution, the standard payment period is 60 calendar days and starts after completion of the verification, taking into account the specific provisions set out below, depending on the nature of the order.

#### *FOR DELIVERIES:*

To complete the formalities relating to provisional acceptance, GZA has a verification period of 30 days starting from the date of delivery, in accordance with the R.D. of 14 January 2013 determining the general rules of execution of public procurement contracts and concessions for public works, provided that GZA has the delivery list or the regularly issued invoice at its disposal at the same time.

Payment of the amount owed to the supplier takes place within the payment period of 60 days after the completion of the verification, provided that GZA has the regularly issued invoice and any other documents that may be required at its disposal at the same time. In principle, this invoice is regarded as amounts receivable, with the date of receipt of the invoice as the reference point.

#### *FOR WORKS:*

In accordance with the R.D. of 14 January 2013 determining the general rules of execution of public procurement contracts and concessions for public works, GZA has a verification period of 30 days from the date of receipt of the claim and the detailed description of the completed works.

GZA verifies the submitted description of the works and, if necessary, makes any improvements to it. GZA will draw up an official report indicating the works accepted for payment and the amount due. It will notify the contractor in writing of this report and will ask him to submit an invoice for the amount within five days. The term of payment will be suspended in proportion to the number of days the contractor has exceeded the term of five days to submit a regular invoice in accordance with GZA's instructions.

Payment of the amount owed to the contractor will take place within a payment term of 60 days after completion of the verification, insofar as GZA has at its disposal a regularly issued invoice, in which the date of receipt of the invoice serves as a reference point, as well as other documents that may be required.

If control checks reveal that the contractor is in arrears with wages, social security contributions and/or taxes, GZA will deduct this amount from the contractor's invoice and transfer this amount directly to the entitled party. (This in accordance with article 88 of the R.D. of 14 January 2013).

*FOR SERVICES:*

In accordance with the R.D. of 14 January 2013 determining the general rules of execution of public procurement contracts and concessions for public works, GZA has a verification period of 30 days starting from the date of the full or partial completion of the services, determined in accordance with the order documents, in order to complete the formalities relating to the delivery of the services. This period commences on condition that GZA is provided with the list of services performed or the regularly issued invoice. This invoice is regarded as amounts receivable, with the date of receipt of the invoice serving as the point of reference.

Payment of the amount owed to the service provider takes place within a payment period of 60 days after the completion of the verification, provided that GZA has the regularly issued invoice as well as other documents that may be required at its disposal at the same time.

3. The supplier shall draw up his invoices with all the mandatory information as provided for in the European Directive 2010/45/EU and the rules set out in that Directive, and in accordance with the relevant Belgian legislation, in particular the VAT Code. GZA vzw is a legal person subject to VAT, so every invoice must mention the VAT number BE 0428.651.017. For GZA son, the VAT number BE 0666.675.023. must be mentioned. Where appropriate, invoices must be submitted with a reverse charge or exemption from VAT as provided for in the aforementioned regulations.

4. Invoices must be submitted on time (see point 2) and sent to the address given in the specifications or the order form, by default this is:

- For hospitals:  
GZA vzw  
Ziekenhuizen  
T.a.v. Leveranciersadministratie  
Oosterveldlaan 22  
2610 Wilrijk  
BTW-nr: BE 0428.651.017.
- For the foundation of public utility:  
GZA son  
T.a.v. Leveranciersadministratie  
Oosterveldlaan 22  
2610 Wilrijk  
BTW-nr: BE 0666.475.023.

5. The date of receipt of the invoice is the stamp date on the invoice at the supplier's office of GZA at the address given in point 4.

6. Each invoice must refer to the relevant specifications, contracts or order forms by stating the reference(s) of those documents. The execution of the contract must be supported by the necessary documents or a reference to the documents approved by a GZA authorised person. In the absence of this information, it will be impossible to check the invoice and it will not be considered as a regularly issued invoice (see point 3).

## REQUIREMENTS WITHIN THE FRAMEWORK OF THE PREVENTION POLICY

7. Any material ordered must comply with the current Belgian laws and regulations on the health and safety of workers and the environment, namely with the stipulations of:

- the general rules for employment protection (ARAB);
- the general regulation on electrical installations (AREI);
- the Flemish regulation on environmental permits (VLAREM);
- the Codex for Welfare at Work, in particular the R.D. of 12 August 1993 on the use of work equipment;
- the R.D. of 18 March 1999: the European Directive 93/42/EEC on medical devices;
- the goods supplied must bear the CE marking;
- the R.D. of 12 August 2008: the European Directive 2006/42/EC on machinery
- the R.D. of 6 November 1979 laying down the fire and panic protection standards to be met by hospitals.

Any equipment ordered must also comply with the essential safety requirements in accordance with European Directives.

8. The necessary measures, which are not necessarily imposed by the current Belgian laws and regulations, but which are indispensable to ensure the health and safety of the workers against demonstrable and foreseeable risks, must be taken.

9. Any additional health and safety requirements that must be complied with are included in the appendix to the order form.

10. Upon delivery, the supplier shall deliver in the Dutch language:

- a certificate that the delivered goods, works or services comply with the above mentioned health and safety and health requirements (in accordance with the R.D. of 12 August 1993, art. 8.2);
- a declaration of conformity as stipulated in the European Directive 2006/42/EC on machinery, the Machinery Directive (R.D. of 12 August 2008);
- a declaration of conformity as stipulated in the European Directive 93/42/EEC on medical devices;
- an inspection certificate by its own company or by an external service for technical inspections, if applicable;
- a clear and complete manual with the necessary (safety) instructions for use, storage, maintenance, cleaning as well as the limits of use and necessary safety measures.

Any additional health and safety requirements that must be complied with are stipulated in the specifications or appendix to the order form. The aforementioned certificates and documents are part of the delivery and verification.

11. At the time of delivery, a commissioning report is drawn up by our prevention service. This report is an integral part of the final approval of the delivery. The supplier confirms that the above health and safety requirements have been met when delivering the goods, works or services requested in this order form and its appendix.