1. The event the Order includes installation, mounting, assembly, start-up or other.

2. The Supplier guarantees that the Goods (i) are manufactured with good interests amount to the reference interest rate, increased by six (60) days on receipt of the invoice. All intrastat (statistical) information should be referred to the service(s) to be supplied by the Supplier to IMEC, as described in the Order.

3. “Supplier” refers to the supplier as stated on the Order.

4. “Services” or “Service” refer(s) to the(s) service(s) to be supplied by the Supplier to IMEC.

5. “PC” refers to IMEC’s current general purchasing conditions.

6. “Order” refers to the order form used by IMEC to order Services and/or Goods with the Supplier.

7. The Supplier guarantees that the Goods (i) are manufactured with good interest amounts to the reference interest rate, increased by six (60) days on receipt of the invoice. All intrastat (statistical) information should be referred to the service(s) to be supplied by the Supplier to IMEC, as described in the Order.

8. “Supplier” refers to the supplier as stated on the Order.

9. “Force majeure” means an inevitable and unforeseen event beyond a party’s control.

10. “GOV” refers to government authority.

11. In case the Supplier plans to put a stop to the production of the Goods supplied by him or to modify the Goods, he shall inform IMEC in writing at least six (6) months in advance (contact: notification@imec.be). At the same time the Supplier shall inform and advise IMEC with regard to new products and alternatives for these Goods. Any modification can only be carried out by the Supplier after prior written consent by IMEC. In the event the proposed alterations of the Goods cannot be carried out due to the EU RoHS (Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment) directive (2011/65/EU) or the Restriction of the use of certain Hazardous Substances in electrical and electronic equipment (the “RoHS 2 Regulation”), and the Regulation (EC) N° 1272/2008 of January 20, 2009 on the classification, labelling and packaging of substances and mixtures (the “CLP Regulation”). The Supplier expressly undertakes to provide IMEC with all information needed, including the Safety Data Sheet, in accordance with REACH Regulation and CLP Regulations, for the chemical substances contained in the Goods. The Supplier shall bear all costs, charges and expenses related to the registration of substances contained in the Goods, including the registration of the chemical substances contained in the Goods or otherwise in connection with the evaluation of the said substances under REACH Regulation. Supplier bears all expenses incurred for assembly, disassembly and transport.

9. When presenting dangerous Goods for transport or transporting them, the Supplier must comply strictly with the relevant legal regulations, stipulations of international treaties, conventions and carriers’ agreements. If IMEC’s request, the Supplier will provide IMEC with written information concerning the composition of these dangerous Goods, so that the relevant treaties, conventions and agreements regarding transport, storage and handling can be complied with. The Supplier is bound to inform IMEC, even after delivery of the Goods, of any alterations to these regulations and stipulations.

10. The Supplier guarantees that the Goods to be delivered to IMEC comply with all applicable laws, rules, regulations and ordinances, including without limitation the Directive 2002/96/EC of the European Parliament and of the Council of 22 December 2002 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals entered into force on June 1st 2007, as amended from time to time (the “REACH Regulation”), the Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 which restricts the use of certain hazardous substances in the manufacture of specified types of electrical and electronic equipment (the “RoHS 2 Regulation”), the European Regulation (EC) n° 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals entered into force on June 1st 2007, the Directive (EC) N° 1272/2008 of January 20, 2009 on the classification, labelling and packaging of substances and mixtures (the “CLP Regulation”). The Supplier must declare on the commercial documents that the Goods are free of all visible and hidden defects during a warranty period of two (2) years as from delivery of the Goods in accordance with article 5. During this period the Supplier guarantees the prompt and free repair or replacement of the supplied Goods, unless the Supplier demonstrates that the defects result from an improper use by IMEC. The Supplier bears all expenses incurred for assembly, disassembly and transport.

12. In case the Supplier plans to put a stop to the production of the Goods supplied by him or to modify the Goods, he shall inform IMEC in writing at least six (6) months in advance (contact: notification@imec.be). At the same time the Supplier shall inform and advise IMEC with regard to new products and alternatives for these Goods. Any modification can only be carried out by the Supplier after prior written consent by IMEC. In the event the proposed alterations of the Goods cannot be carried out due to the EU RoHS (Restriction of the use of certain Hazardous Substances in Electrical and Electronic Equipment) directive (2011/65/EU) or the Restriction of the use of certain Hazardous Substances in electrical and electronic equipment (the “RoHS 2 Regulation”), and the Regulation (EC) N° 1272/2008 of January 20, 2009 on the classification, labelling and packaging of substances and mixtures (the “CLP Regulation”). The Supplier expressly undertakes to provide IMEC with all information needed, including the Safety Data Sheet, in accordance with REACH Regulation and CLP Regulations, for the chemical substances contained in the Goods. The Supplier shall bear all costs, charges and expenses related to the registration of substances contained in the Goods, including the registration of the chemical substances contained in the Goods or otherwise in connection with the evaluation of the said substances under REACH Regulation. Supplier bears all expenses incurred for assembly, disassembly and transport.

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clear by which Supplier the damage was caused, each Supplier shall be liable in solidum to compensate for the full damage. In order to cover the aforementioned liability, the Supplier shall take out an adequate insurance policy. The Supplier shall mark the objects that he uses at IMEC and that remain his property and insure them in a sufficient manner against fire and all other necessary risks, renouncing the right of redress against IMEC.

13. The Supplier indemnifies IMEC against any claims from third parties and against any damages resulting from observed or alleged infringements of the supplied Goods and/or Services on intellectual property rights, except if an infringement ensues from alterations to the Goods at IMEC’s explicit request.

14. All (intellectual property) rights on results created during the Order are by operation of law and without additional compensation, IMEC ownership.

15. All information and data the Supplier receives either directly or indirectly from IMEC are confidential and may only be used for the execution of the Order. All information and data remain the exclusive property of IMEC and shall, as far as they exist in written form, be returned to IMEC at its first request or ultimately on the same date of delivery of the Goods or of completion of the Service, or on IMEC’s first request be destroyed, as well as all copies or reproductions. The Supplier is not permitted to pass on this confidential information to third parties, be it partially, directly or indirectly, without IMEC’s prior written consent. The Supplier will impose the same requirement of confidentiality on his employees and appointees who on a need to know basis get access to this confidential information in the framework of the Order. The Supplier shall treat this confidential information, no matter in which way he received it, in a strictly confidential manner and take all protective and safety measures that are at least equal to those the Supplier applies to his own confidential information. The Supplier is liable if he fails to take such measures.

16. Except with IMEC’s written consent, the Supplier is not allowed to use the name ‘IMEC’ or any derivative, neither in his publicity and advertising material, nor in any other way.

17. In the event a stipulation in the PC is invalid, this will not lead to the invalidity of the other stipulations of these PC. In such a case, parties will confer in order to replace the invalid stipulation by a stipulation that comes as close as possible to the stipulation as it was originally intended.

18. These PC are governed by the law of the country where IMEC has its registered seat and no effect shall be given to any conflict-of-law provisions. All disputes which might arise from these PC and cannot be settled amicably within a period of forty-five (45) days after the beginning of the dispute, will be submitted to the competent courts of the registered seat of IMEC.

19. If the Supplier processes Personal Data for the execution of an Order, he will process it in a proper and careful manner and comply with all legal requirements resulting from the General Data Protection Regulation. The Supplier will use the Personal Data received from IMEC only for the execution of the Order.

20. The Supplier accepts to adhere to IMEC’s Code of Conduct which can be consulted at https://www.imec-int.com/en/about-us#CoC.

IMEC JULY 2022