



1. Scope of Applicability

§1. These general purchasing terms and conditions are applicable to acquisitions conducted by the University of Liège for the Centre Spatial de Liège. They shall be universally applicable unless explicitly waived in the purchase order.

§2. The prevailing edition of the General Purchasing terms and conditions is the one in effect on the contract's conclusion date. Upon acceptance of the order, the supplier renounces the enforcement of any clause within its own general or specific sales conditions, regardless of any statement in those conditions proclaiming their exclusive validity.

§3. University of Liège and the Centre Spatial de Liège retain the right to amend these General purchasing terms and conditions at any time, wherein the updated terms shall be effective for all subsequent orders, regardless of any previous affiliations between the Centre Spatial de Liège and the supplier.

2. Submit a quotation request

§1. Inquiries for quotations emanating from the Centre Spatial de Liège carry no obligatory commitment. A contractual agreement materializes upon written acceptance of the supplier's proposal by the University of Liège (including electronic communication such as email). The supplier's offer remains binding for a span of 60 consecutive calendar days.

3. Delivery

§1. The supplies are to be delivered at the designated location in accordance with the terms specified in the purchase order form. Unless otherwise specified in the order, the supplies shall be delivered under the conditions of Delivered at Place (DAP) as outlined by the Incoterms 2010 of the International Chamber of Commerce.

§2. The Centre Spatial de Liège reserves the right to request modifications to the delivery site and/or the quantities or other specified parameters stated in the purchase order. In such instances, the conditions delineated in the purchase order shall be adapted by mutual agreement between the Centre Spatial de Liège and the supplier.

§3. Each delivery is mandated to be accompanied by an exhaustive delivery note that includes the particulars indicated on the order form (order number, component or service number, component or service description). Failing this, the order may be refused.

§4. All supplies destined for the Centre Spatial de Liège must be delivered to our premises according to the following schedule: 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. Any delivery falling outside of these hours, without prior accord from the Centre Spatial de Liège, may be refused and must be re-delivered by the supplier the following working day without any additional cost.

4. Acceptance

§1. Unless explicitly outlined in the order form containing precise acceptance terms, the following acceptance procedure shall apply: the supply will be subject to provisional acceptance by the Centre Spatial de Liège within 5 working days from the date of receipt on its premises.

§2. The provisional acceptance encompasses ascertainable aspects upon receipt (e.g., document presence, quantity, package condition). The act of acceptance must be concluded within a maximum of 9 calendar months from the provisional acceptance date. Should this timeline lapse, the supply shall be deemed definitively accepted. Final acceptance of the supply is declared once the compliance tests carried out by the Centre Spatial de Liège have demonstrated that the supplies comply with the requirements of the order and the specifications.

§3. The Centre Spatial de Liège reserves the right to reject any supply that proves to be non-compliant with the order specifications. In the event of a non-conforming supply, the return will be effectuated by the Centre Spatial de Liège, with freight charges borne by the supplier. In this scenario, the Centre Spatial de Liège reserves the right to:

- Either to require the supplier to replace or upgrade the rejected supply at the supplier's financial responsibility, within a mutually agreed timeframe,
- Or to annul or terminate all or part of the order without the supplier being entitled to claim any compensation whatsoever.

5. Billing

§1. All invoices are mandated to be received by the University of Liège's invoicing department no later than the 5th day of the month following the invoice date. Invoices will be paid by bank transfer 60 days end of month after provisional acceptance of the supply.

§2. Invoices from European suppliers must distinctly include the statistical number (customs code) as well as the weight of the delivered supplies.

6. Delay

§1. Compliance with delivery deadlines is mandatory. However, if the supplier anticipates an inability to meet the stipulated deadline, it is imperative to promptly convey this information in writing to the Centre Spatial de Liège, along with the underlying reasons. In circumstances duly substantiated, the Centre Spatial de Liège retains the prerogative to confer revised delivery terms, subject to written confirmation. In cases where contractual timelines are not met and no agreement on new terms has been reached, the Centre Spatial de Liège reserves the right to impose penalties for delayed delivery. Unless otherwise specified in the order, such penalties for delayed delivery shall stand at 0.5% of the contract value for each week of delay, up to a maximum of 10% of the contract value.

7. Transfer of ownership and risks

§1. The transfer of risks associated with the supplies is executed in accordance with the Incoterms specified in the order form or, in the absence of such specification, in alignment with the Incoterm defined in section 3.

§2. The ownership of the supplies is transferred to the Centre Spatial de Liège on delivery. Any clause reserving title that has not been expressly approved by the Centre Spatial de Liège within the specific terms of the order shall be considered null and void.

8. Compliance

§1. The supplier guarantees that its products comply with the contractual requirements, standard quality criteria and the specifications specified by the Centre Spatial de Liège. The supplier shall ensure that it is in possession of all applicable documents as specified on the order form. The supplier guarantees the regulatory and legal compliance of the order (e.g. CE marking, REACH).

§2. Furthermore, the supplier shall establish and maintain a quality system that enables it to fulfill the requirements and specifications of the order.



§3. While not diminishing the extent of the supplier's obligations and accountability, the Centre Spatial de Liège reserves the right to conduct inspections, individually and/or accompanied by its representatives, at the supplier's premises or those of the supplier's subcontractors.

§4. The supplier guarantees to comply with obligations and regulations relating to safety, health, environmental standards, and social regulations.

§5. In the event that the supply, which is the subject of the purchase order, is covered by national and European regulations relating to export licenses and/or American ITAR and EAR export rules, the supplier shall duly notify the Centre Spatial de Liège and shall undertake all essential measures to adhere to these regulations. The supplier shall carry out its procedures within a reasonable period of time to enable the delivery deadlines specified in the order form to be met.

§6. The Centre Spatial de Liège reserves the right to transmit any quality requirements from its authorized representatives to the supplier.

9. Order form modification

§1. The Centre Spatial de Liège reserves the right to make changes to the purchase order (e.g., supply specifications, quantity, etc.). The supplier shall be duly notified in writing by the Centre Spatial de Liège. Any change to the purchase order may prompt reasonable and equitable adjustments to the supply's price and/or delivery schedules.

§2. The supplier holds the option to propose in writing to the Centre Spatial de Liège modifications to the design and/or specifications if such alterations are deemed duly justified or conducive to enhancing the quality or performance of the supply. Nevertheless, the Centre Spatial de Liège is not compelled to endorse these modifications or any subsequent changes to the purchase order, including adjustments to price, delivery schedules, and/or delivery locations.

§3. When material or process characteristics have been qualified by the Centre Spatial de Liège at the time of the order, the supplier must notify the Centre Spatial de Liège in writing in advance of any change in the raw materials or their sources, any change in formulation, method or production process or any other change that could impact the quality or performance of the supply.

§4. Any modifications to the purchase order requested by the Centre Spatial de Liège or suggested by the supplier shall only be binding on the parties once confirmed by the Centre Spatial de Liège by the issue of an amendment to the purchase order.

10. Warranty

§1. The supplier's acceptance of the order, while upholding legal warranties, establishes a contractual warranty that applies to any supply, whether partially or wholly defective. Unless otherwise specified in the purchase order, the duration of this contractual warranty shall extend for a period of 24 months starting from the date of the supply's final acceptance. Within the discretion of the Centre Spatial de Liège, this contractual warranty encompasses cost-free replacement or repair of the supply (inclusive of parts and labor). All costs related thereto, along with transportation expenses (round trip), shall be borne by the supplier. The supplier commits to effectuate replacement or repair within a maximum of 10 working days upon the declaration of the defect or within any other timeline mutually negotiated between the parties. In the event of the supplier's failure to fulfill its obligations, the Centre Spatial de Liège reserves the right to perform or commission the required work to a third party and seek reimbursement for ensuing expenses from the supplier.

§2. For replaced or repaired supplies, the warranty period will start running again in full from the date of delivery or repair.

§3. It is emphasized that no inspection, approval, or acceptance of the supplies shall absolve the supplier of liability for defects or any other breaches of the order's terms.

11. Subcontracting and assignment

§1. The supplier commits not to assign or transfer to third parties all or parts of the rights and responsibilities arising from the order without the prior written agreement of the Centre Spatial de Liège. The supplier is responsible for all of the services performed and supplies delivered by all of its subcontractors and he is agreed to communicate to them the requirements applicable to the order.

12. Confidentiality

§1. Any information communicated by the Centre Spatial de Liège to the supplier, encompassing technical, industrial, commercial, or financial details, regardless of communication format (inclusive of but not limited to drawings, diagrams, descriptions, specifications, reports, diskettes, software, and related documentation), is deemed confidential.

§2. The utilization of information is confined to the scope of the order. The supplier shall take all necessary measures to ensure that no information is communicated or disclosed to any third party.

13. Strategic Requirements

§1. The Centre Spatial de Liège has defined specific criteria to ensure the supervision and consistency of the high level of quality of its products. The Centre Spatial de Liège has developed and implemented an effective management and quality control system for its products, through specific organizational measures. As part of a close collaboration and partnership with our strategic suppliers based on communication and the constant search for improvement, both on our side and yours, these measures should make it possible to:

- Mitigate costs associated with material non-compliance,
- Assure that deadlines are met.
- Ensure the relevance, coherence and fluidity of activities at the interface between the supplier and the Centre Spatial de Liège, while assuring the conformity of the procured product to the specified standards.

14. Supplier evaluation

§1. The Centre Spatial de Liège will conduct assessments of its suppliers based on the subsequent criteria:

- Compliance of products with specifications,
- Compliance with deadline,
- Price competitiveness,
- Responsiveness, attitude during problem scenarios, etc.

Upon solicitation, this evaluation can be communicated to the supplier.

15. Technical specifications



§1. The supplier must ensure that has the latest applicable edition of all documents referenced in the order. In the event of uncertainty, kindly reach out to our purchasing department for clarification.

16. Organizational requirements

16.1 Manufacturing process

§1. The supplier must guarantee control of its production process. This implies in particular that the processes are identified and that their interactions are described. Furthermore, the execution of these processes should be planned and carried out in accordance with the predetermined protocols. The production process must include surveillance and control operations.

16.2 Raw materials reception

§1. Raw materials must be controlled in order to provide all the necessary guarantees of product quality. Explicit criteria for the acceptance of materials must be established. The supplier is obliged to promptly communicate all essential information pertaining to raw materials to the Centre Spatial de Liège, preferably in writing (via fax or email). This includes, but is not limited to:

- Any issues related to quality,
- Any issues related to delays,
- Any other significant non-conformity or pertinent observations.

16.3 Identification and traceability

§1. The supplier commits to ensuring complete product identification and traceability for all orders originating from the Centre Spatial de Liège. For this purpose, the supplier shall establish measures to:

- Record controls (raw materials, production parameters, and finished product),
- Record the batch or batches of material used (including references and delivery details),
- Manage order-related documents,
- Retain test samples and test records for a minimum duration of 2 years,
- Ensure that documents accompanying the order (such as labelling and delivery notes) feature both the Centre Spatial de Liège's order references and the supplier's internal identification references.

16.4 Monitoring and controls

§1. The supplier is mandated to monitor production parameters and carry out the necessary checks to ensure consistent quality and compliance of products with the specifications outlined in these guidelines and the order from the Centre Spatial de Liège. The supplier is responsible to check the product characteristics specified in the supplied guidelines. The frequency of these assessments needs to be established. For in-house assessments, the operating procedure, the equipment used, and the people authorized to carry them out must be defined. In the case of external examinations, the reliability of the laboratory must be demonstrated through accreditation.

§2. The Centre Spatial de Liège will perform product inspections as delineated in its inspection plan. However, the Centre Spatial de Liège reserves the right to conduct periodic evaluations of products at the supplier's premises. To facilitate this, the supplier is required to make the necessary equipment available and to cooperate with the quality department of the Centre Spatial de Liège.

16.5 Non-conforming product

§1. The subcontractor must immediately and spontaneously notify the Centre Spatial de Liège of any non-conforming product. The determination to either accept or rework these non-conforming products lies with the Centre Spatial de Liège, in accordance with its customer's requirements. In no circumstances shall the delivery of non-conforming products be permissible without prior written consent from the Centre Spatial de Liège. The supplier ensures that non-conforming products are identified and segregated to prevent their inclusion within a consignment of conforming products.

16.6 Packaging and shipping

§1. If the supplier is contractually responsible for transporting the products, it shall remain responsible for the goods until their arrival at the Centre Spatial de Liège. In all cases, the supplier shall ensure that the products are packaged in a manner that mitigates the risk of damage during both transportation and handling.

16.7 Communication

§1. The supplier is required to promptly notify the Centre Spatial de Liège of any actual or potential event that could impact the quality of the manufactured product.

16.8 Recording and processing non-conformities

§1. The supplier must record and manage non-conformities and anomalies occurring during production or that are identified in the finished product of an order from the Centre Spatial de Liège. Corrective actions must be implemented to prevent the recurrence of such non-conformities and anomalies.

16.9 Supplier audits

§1. The Centre Spatial de Liège reserves the right to conduct audits of its suppliers. The audit shall cover compliance with the specifications. The supplier is notified of the date, duration, and scope of the audit. They are required to cooperate during these audits.

16.10 Documentation

§1. The supplier shall provide to the Centre Spatial de Liège with the following documents, affirming the organizational measures undertaken by the supplier to ensure consistent quality and product conformity:

- Process mapping,
- Procedure governing the management of non-conforming products,
- List of inspections conducted on incoming materials, throughout production, and on the finished product.

These documents must be kept up to date and the Centre Spatial de Liège must be informed of any organisational changes made by the supplier with regard to the specifications.

§2. The supplier shall make available to the Centre Spatial de Liège, for consultation, the records relating to the manufacture and inspection of the products ordered. Other documents may be requested from the supplier depending on the events recorded during the orders. In addition, the



following documents are provided for each order from the Centre Spatial de Liège:

- Inspection reports required in the specifications (one report may encompass multiple orders),
- Delivery documentation containing the Centre Spatial de Liège's order reference.