

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF SUPPLIES

### ARTICLE 1 : PRESENTATION

The University of Luxembourg is the public university of the Grand Duchy of Luxembourg. It pursues teaching and research missions under the conditions provided for by the amended law of 27 June 2018 on the organisation of the University of Luxembourg. Its registered office is located 2, avenue de l'Université, L-4365 Esch-sur-Alzette. It is registered with the Registre du commerce et des sociétés (Trade and companies register) under the number J20 and is registered for VAT purposes in Luxembourg (VAT number: LU19805732)

### ARTICLE 2 : DEFINITIONS

« **Buyer** » means (i) any legal entity, of Luxembourg or foreign nationality, who would order one or more Supplies from the University, (ii) any natural person, of Luxembourg or foreign nationality, ordering one or more Supplies from the University within the scope of his professional activity.

« **Consumer** » means any natural person of Luxembourg or foreign nationality, who (i) would order one or more Supplies from the University and (ii) is a consumer within the meaning of article L. 010-1 of the Luxembourgish Consumer Code.

« **Contract** » means any unilateral order of Supplies made by the Buyer or by the Consumer with the University, acting for its Scienceens Lab.

« **Personal data** » means in accordance with article 4 of the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, any information relating to an identified or identifiable natural person; is deemed to be an « identifiable natural person » a natural person who can be identified, directly or indirectly, more specifically by reference to an identifier, as for instance a name, identification number, location data, online identifiers or one or more specific elements relating to such person's physical, physiological, genetic, psychic, economic, cultural or social identify.

« **Supplies** » means one or more products, which can be the object of a transaction and, for the purpose of the present general terms and conditions, which are offered to the sale by the Scienceens Lab.

« **Scienceens Lab** » means the extracurricular learning centre of the University of Luxembourg that offers workshops designed to spark the interest in science of the high-school students, and sale the Supplies. The Scientist Lab is part of the University of Luxembourg and is located within the House of Biomedicine, University of Luxembourg, Campus Belval, 7 avenue des Hauts-Fourneaux, L-4362 Esch-sur-Alzette, tél: +352 46 66 44 65 08.

« **University** » means the University of Luxembourg as specified in article 1. For the purposes of the present general terms and conditions, the University is acting for its Scienceens Lab.

### ARTICLE 3 : SCOPE

The present general terms and conditions are intended to be applied for the performance of all Contracts with Buyers or Consumers by which the University, acting for its Scienceens Lab, undertakes to provide Supplies.

The fact, for a Buyer or a Consumer, to place an order with the University, in view of purchasing Supplies, implies the acceptance of the present general terms and conditions. The present terms and conditions automatically apply to any Contract in which the University acts, on behalf of its Scienceens Lab, as seller.

Any derogation to the present terms and conditions is only valid if expressly accepted in writing by the University.

The Buyer expressly waives any reference to his own general and/or special terms and conditions in any dealings with the University.

### ARTICLE 4 : CONTRACTUAL FORM

The Contract must be made in writing.

The University may only be contractually bound by the signature of a person having the power to financially bind the University.

### ARTICLE 5 : PRICE

Prices shall indicate the total price including the net price excluding VAT, the value added tax ("VAT") and, where applicable, the delivery costs.

For Buyers, subject to their place of registration and subject to their VAT status, the Luxembourgish VAT may not be payable to the University.

### ARTICLE 6 : CONTRACTUAL TERMS

#### (1) Deadlines

The University performs the Contract based on its technical capabilities and resources within thirty (30) days following the reception date of the full payment. Non-compliance with deadlines does not entitle the Buyer or the Consumer to any rescissory action.

#### (2) Delivery address

The delivery of Supplies is made at the delivery address specified in the invoice.

#### (3) Accessibility of the delivery address

For the delivery of Supplies, the exact location must be accessible via public road or a carriageway made available by the Buyer or the Consumer.

To avoid any liability, the Buyer or the Consumer shall take any measures so that the vehicles of the University (or the delivery driver mandated by the University) can safely drive and park without any risks for the staff, the material and the installations.

The University is not liable for any damages caused by one of its vehicles (or one of the vehicles of the company mandated by the University to make the delivery) during manoeuvres on an inappropriate access road, or in the event the vehicle is used by a person who does not belong to the University or the company mandated by the University to make the delivery.

#### **(4) Subcontracting**

The University has the possibility to subcontract all or part of the rights and/or obligations arising for it from the Contract.

### **ARTICLE 7 : RECEPTION**

#### **(1) Delivery document for the delivery of Supplies**

At the delivery of the Supplies, the Buyer or the Consumer undertakes to sign a delivery document issued by the person making the delivery. Without such acknowledgement of receipt, the person making the delivery is entitled to keep the Supplies.

The Buyer or the Consumer mandates any person on the delivery location to validly confirm reception of the Supplies in the Buyer's or the Consumer's name and waives any actions or claims for the lack of a reception in person.

#### **(2) Compliance and claims regarding the delivery of the Supplies**

Slight differences between the delivered Supplies and the samples possibly submitted at the time of the order do not justify any claim to the extent the proper normal use of the goods is not compromised.

Should the Buyer or the Consumer deem that the Supplies are not compliant, he shall mention this at the time of delivery of the Supplies in the delivery document and notify this by registered letter sent to the University (at the address provided in article 1 of the present terms and conditions), within fifteen (15) calendar days of the delivery. After this deadline, the University will no longer accept any claims.

#### **(3) Claim for hidden defects**

Any claim for a hidden defect of Supplies must be submitted as of the appearance of such defect, by registered letter sent to the University (at the address provided in article 1 of the present terms and conditions).

### **ARTICLE 8 : TRANSPORT RISKS AND INSURANCES**

The University may not be held liable for any losses, thefts or damages (more specifically damage due to transport) of the Supplies during their transport. If the Buyer wants to cover these risks, he may subscribe an insurance at his own costs.

The University may not be held liable for a damage caused to the Buyer and does not have to take an insurance to cover such damages.

The present article does not apply to Consumers.

### **ARTICLE 9 : RETURNS AND EXCHANGES OF SUPPLIES**

Returns and exchanges must be expressly accepted by the University. Exchanges are no longer possible after fourteen (14) days of the delivery.

Only Supplies kept in storage and in the original packaging may be exchanged.

For returns, the Buyer or the Consumer must specify in writing if he wishes the Supplies to be returned or collected by the University. In this case, fifteen percent (15%) of the price of the Supplies will be at charge of the Buyer or of the Consumer to cover transportation costs and other expenses.

### **ARTICLE 10 : PAYMENT AND BILLING**

The Buyer or the Consumer may pay using an online marketplace where the Supplies are put on sale by the University or may directly pay the University if the Supplies have been pursued from the University. In the event that the Buyer or the Consumer choose the online marketplace, the terms and conditions of such marketplace shall apply to the Buyer or to the Consumer additionally to the Contract, to the extent such terms and conditions do not conflict with the Contract. For avoidance of doubt, for the specific purpose described in article 3 paragraph 1 of the present general terms and conditions, in case of any discrepancy, the Contract and such present general terms and conditions shall prevail over the terms and conditions of the online marketplace and over the other general terms and conditions of the University.

Invoices may be sent by any means and more specifically by electronic means if the University has an electronic mail address of the Buyer or of the Consumer. They are payable by bank transfer without discount unless expressly provided otherwise by the University.

Payments are made either upon receipt of an invoice by the University or according to the conditions of payment of the online marketplace.

Payment fees are at charge of the Buyer or of the Consumer.

Any claim regarding an invoice must be sent to the University at the address provided in article 1 of the present general terms and conditions within fifteen (15) days of the reception of the invoice.

### **ARTICLE 11 : LATE OR ABSENCE OF PAYMENT**

#### **(1) Interests for late payment**

Any invoice remaining unpaid at the agreed due date will automatically lead to interests for late payment at a rate that is two percent (2%) above the legal interest rate in commercial matters as of the due date.

#### **(2) Refusal to fulfil an order**

The University may refuse to fulfil an order in case of a pending dispute with the Buyer or the Consumer.

### **(3) Reclaim of Supplies in the absence of payment**

The University reserves the right to only deliver the Supplies upon full payment of the price.

Without prejudice with the above provision, In the event of non-payment at any of the due dates, and if the Supplies have already been delivered, the University may reclaim the entirety of the delivered Supplies. For the present clause to be applicable, the University shall notify its formal wish for the restitution of the Supplies by registered letter with acknowledgment of receipt sent to the Buyer at the address specified by the latter.

### **ARTICLE 12 : OWNERSHIP RESERVATION**

The ownership of the delivered Supplies remains with the University until full and actual payment of the price in principal and ancillary costs. However, the Buyer or the Consumer is liable for the Supplies that were delivered until their material return to the University, when applicable.

### **ARTICLE 13 : RIGHT OF WITHDRAWAL**

The Buyer or the Consumer has fourteen (14) calendar days, from the date of receipt, to exercise his right of withdrawal without grounds or penalties to be paid. After this period, withdrawal is no longer possible, and any amounts already paid remain due.

The right of withdrawal shall be exercised by registered letter sent to the University at the address provided in article 1, within the deadline provided in paragraph one of the present article.

Delivery, return and administrative fees remain due by the Buyer or by the Consumer.

### **ARTICLE 14 : GUARANTY OF CONFORMITY**

The University hereby grants to the Consumer a two-year guaranty of conformity, warranting that the Supplies shall be conform to the characteristics described in the description of the Supplies. The description of each Supply is provided on the same webpage used to order such Supply.

The starting point of the guaranty of conformity is the date on which the order is carried out (the delivery date of the Supplies or the date the Services are provided).

### **ARTICLE 15 : LIABILITY**

#### **(1) Liability of the University**

The University accepts no liability, unless in the event of an acknowledged gross misconduct on behalf of the University. In principle, the University may not be held liable for the Supplies that were sold and the Services that were provided.

The University, in the event it is materially impossible to fulfil the Contract within the set time limits, reserves the right to replace the Supplies to be delivered initially with Supplies of equivalent quality.

The Buyer or the Consumer may in no case claim any compensation, which would exceed the price of the Contract.

#### **(2) Liability of the Buyer, liability of the Consumer**

The Buyer or the Consumer will use any Supplies delivered under the Contract entered into with the University with due care. They will remain fully liable for their fraudulent and/or abusive use by him or by a third party.

The Buyer or the Consumer informs the University as soon as possible of any element that is necessary for the proper performance of the Contract.

The Buyer or the Consumer irrevocably and unconditionally accepts to keep the University free and warranted against any actions, claims, liabilities, losses, costs, expenses of any kind, arising directly or indirectly from the non-compliance by the Buyer or the Consumer with one of his obligations.

### **ARTICLE 16 : FORCE MAJEURE**

The University may not be held liable and no refund will be due if the performance of the Contract is delayed or prevented by the occurrence of an event of force majeure.

For the purpose of the application of the present terms and conditions, the expression « force majeure » shall have the meaning as specified in article 1218 of the civil code.

### **ARTICLE 17 : MODIFICATION DURING THE CONTRACT**

Subject to the right for termination of the University as provided in article 19 of the present terms and conditions, the Contract may not be amended unilaterally by either party.

### **ARTICLE 18 : SUSPENSION ON THE INITIATIVE OF THE UNIVERSITY**

The University reserves the right to suspend the fulfilment of the Contract :

- (a) in the event of a stock shortage of one of its suppliers ; for the application of the present article, the word « supplier » means the natural person or legal entity, being a third party to the University and having entered into an written agreement with the

University, more specifically to deliver Supplies and/or provide Services that are necessary for the fulfilment of the Contract existing between the University and the Buyer or the Consumer ;

- (b) in the event of a technical problem ; the expression « technical problem » means the temporary impossibility to deliver the Supplies due to a material malfunction or the absence (not attributable to the University) of a staff member of the University, the presence of whom is necessary for the production and/or delivery of said Supplies.

#### **ARTICLE 19 : TERMINATION ON THE INITIATIVE OF THE UNIVERSITY**

The University reserves the right to immediately terminate the Contract in case of non-compliance with one of the clauses of the present general terms and conditions.

If applicable, the University will keep any amounts already paid, without prejudice to any additional claim it may submit to obtain compensation.

The Buyer or the Consumer may in no case claim any compensation that is higher than the price of the Contract.

#### **ARTICLE 20 : CONFIDENTIALITY**

Any information regarding the forecasts, know-how, specifications, procedures, requirements and other commercial or technical information and data disclosed, by either the University or the Buyer or the Consumer, in relation with the Contract must be kept confidential and may not be disclosed to any third party without the previous and written approval of the other party.

#### **ARTICLE 21 : PERSONAL DATA**

In the context of the contractual relationship with the Buyers or with the Consumer, the University undertakes to comply with the applicable regulation in the field of the processing of Personal data, in particulier, the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016.

The University undertakes to process Personal data only for the performance of the order and to not sell, market or transfer them to third parties.

The University undertakes to warrant the confidentiality of processed Personal data.

The University undertakes to make sure that the persons authorized to process Personal data of the Contract :

- (a) undertake to comply with the confidentiality or are subject to an appropriate legal confidentiality obligation ;
- (b) receive the necessary training with regard to the protection of Personal data ;
- (c) take into account, with regard to the tools, products, applications or Services, the principles of the protection of Personal data from the moment they are conceived.

The University undertakes to reply within the deadlines specified in the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 to the requests of data subjects in the event they are exercising their rights regarding the Personal data that are the object of the present Contract.

#### **ARTICLE 22 : AMENDMENT OF THE PRESENT GENERAL TERMS AND CONDITIONS**

The present general terms and conditions are published on the website of the University ([http://www.uni.lu/lcsb/scienteens\\_lab/edukits](http://www.uni.lu/lcsb/scienteens_lab/edukits)).

Contracts are subject to the version of the general terms and conditions applicable at the time such Contracts are signed.

The University reserves the right, at any time, to change, amend, add or delete parts of the present general terms and conditions. Contracts signed before such amendments may only be impacted by any change to the general terms and conditions if such change is provided in an addendum, with the approval of the Buyer or of the Consumer and after the publication of the new terms and conditions on the website of the University ([http://www.uni.lu/lcsb/scienteens\\_lab/edukits](http://www.uni.lu/lcsb/scienteens_lab/edukits)).

#### **ARTICLE 23 : NULLITY OF A PROVISION**

Should one or more provisions of the present general terms and conditions be declared null for any reason whatsoever, this circumstance would not impact the remainder of the present general terms and conditions and the Contracts signed in compliance with these terms and conditions.

#### **ARTICLE 24 : LAW AND JURISDICTION**

The present general terms and conditions are exclusively subject to Luxembourg law.

Any dispute arising from the present general terms and conditions or relating thereto that the parties could not settle amicably, shall be brought before the courts and tribunals of the jurisdiction of the registered office of the University.

Without prejudice of the aforesaid, for Consumers, the present terms and conditions are subject to the law of the country where the Consumer is domiciled.

Without prejudice of the aforesaid, if the Consumer is domiciled in a European member State, any dispute arising from the present general terms and conditions or relating thereto that the parties could not settle amicably, shall be brought before the courts and tribunals of the jurisdiction of the member state in which the consumer is domiciled.