



General terms and conditions of sale

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I. General terms and conditions

1. These general terms and conditions are part of the subscription agreements concluded by and between EBP, on the one hand, and the customer, on the other hand, even in the event that they are at odds with the general or special terms and conditions of the latter. Deviations from these terms and conditions are only valid if they were confirmed in writing by EBP to the customer. These general terms and conditions are supplemented with special terms and conditions for the subscription agreements.
2. Any and all invoices are payable within 30 days at the corporate seat of EBP. In case of non-payment of an invoice on the due date, it shall by operation of law and without a notice of default be subject to an interest rate of 1.5% per month. Moreover, the amount shall by operation of law and without a notice of default be increased by 10%, with a minimum of €60.00, on account of fixed stipulated compensation.
3. The agreements are subject to Belgian law. In case of a dispute between the parties, the District Courts and the Courts of Appeal in Brussels (Belgium) shall have exclusive jurisdiction.
4. During the performance of its consultancy services and/or the services as stipulated in the subscription agreement EBP shall be subject to a best efforts obligation. Its liability shall always be limited to the amount that was invoiced to the customer for the relevant services.
5. Each and every complaint in connection with an invoice must be reported in writing within 8 calendar days after the despatch of the invoice, failing which the invoice is deemed to have been accepted.

II. Special terms and conditions for the subscription agreements

6. Subscriptions are concluded following despatch of the filled in and signed EBP registration form to EBP by the customer and confirmation of the subscription agreement by EBP through despatch of the invoice.
7. The subscriptions of EBP comprise:
 - the selection of the published public contracts and private projects, which fall under the activities, sources, functionalities, and countries, as included in the invoice.
 - the sending to the customer of the said selected publications, as soon as possible after the relevant announcement in the official journals, as included in the invoice.
8. Subscriptions are concluded for a term as established in the initial agreement signed by the customer, and are renewed automatically for the same term. The customer must give notice of full or partial termination or change of the subscription at the latest two months prior to the date of renewal of the subscription. This must take place by registered letter.
9. The subscriber can always request an expansion with regard to the product code(s) and/or publication(s) and/or country (countries) of their subscription and the potential additional costs shall be charged to the subscriber by EBP on the basis of the then applicable rate.
10. This clause is only applicable to users with the 'Specifications Credits' in their subscription. The paper-clip next to a publication gives the subscriber access to the "request specifications / documents" module. To be able to use this functionality, the subscriber must dispose of sufficient request credits. The subscriber can organise the purchase of the said credits by telephone via 02/420 68 60 or by sending an email to customer.care@ebp.be. If the subscriber asks us to request specifications / a document for the subscriber from the awarding authority by "clicking" on the "send" button then 1 credit is charged and deducted automatically from his available request credits. The colour of the paper-clip gives the subscriber information about the degree of availability of the specifications / document pertaining to the publication. The information inherent to the colour codes is merely of an informative nature and shall not have binding effect on EBP. By making use of the EBP specifications online service the subscriber authorises EBP to request the specifications from the awarding authority in the name and at the expense of the subscriber. The use of this request specifications / documents module implies an express acceptance of the present terms and conditions of use.
11. In order to compensate the inflation, the increase in research, development, and maintenance expenses, the subscription rates are increased annually by a fixed percentage of 4.4%.
12. In case of non-payment of the invoice of the subscription agreement EBP can either suspend the said subscription agreement up to the day of payment or rescind the subscription agreement to the detriment of the subscriber. In case of rescission of this subscription agreement by EBP pursuant to late payment by the subscriber, the latter shall by operation of law and without a notice of default still be liable to pay the stipulated subscription fee, to be increased by default interest and compensation as foreseen in article 2 of the general terms and conditions. If the due invoice remains unpaid after its due date, EBP has the right to suspend its performance until full payment.
13. Each and every liability of EBP shall be limited to the lastly paid subscription fee. The warranty in respect of the subscriber comprises that the latter shall be refunded their subscription fee for a source in the following cumulative instances where: EBP would have failed to communicate a public contract to the customer that was published in the Belgian Bulletin of Tenders or in the European Official Journal (supplement S) or in the French BOAMP and that falls under the publication(s), product code(s), and country (countries) specified in the subscription agreement, and to the extent that the customer notifies this situation to EBP by registered letter within 1 month after the announcement in the relevant publication of the relevant public contract. This clause is not applicable if you only search with key words, instead of activity codes, and/or if you search in the archive with your search profile.
14. EBP cannot be held responsible for the, beyond its control, improper or failing receipt by the customer of the electronic information. Hence, the customer is solely responsible for the configuration of their firewall, anti-virus, anti-spam software, in order that it cannot refuse or block the electronic information sent by EBP in the context of the agreement.
15. The subscriber can neither manipulate nor use the data sent for the creation of publications and/or services that can, in any way whatsoever, compete or interfere with publications and/or services that are already being delivered or that shall be delivered in the future by EBP. The data sent can only be used internally by the subscriber within their business and only by the "single users" as follows from and stipulated in the context of the subscription formula selected by the subscriber. The subscriber is required to acquire a licence for each and every "single user". A licence cannot be shared (e.g. by means of a distribution list by email or via other programs) or simultaneously be used on various computers. Only persons who are employed within the business of the subscriber can be designated as a "single user" and can consequently lawfully make use of the licences acquired by the subscriber. The data sent can by no means be used by or be sold or transferred to a third party. EBP is entitled to request the list of persons who obtain access to the electronic information from the subscriber and to check the same.
16. The use of the electronic information by persons other than the employees of the business is prohibited. EBP is entitled to request the list of persons who obtain access to the electronic information from the customer and to check the same.
17. The customer must provide for the following configuration:
 - JavaScript and cookies must be enabled
 - Pop-ups must be allowed
 - At least version 8 Internet Explorer or recent browser version.

III. Personal data protection

The personal information that is collected above by the company EBP is part of the data processing of the subscription of the customer on the online management platform. This information is required to process the request of the customer and to keep the customer informed of any and all services and events. The data of the customer are stored in our customer database. EBP, or any other company of the Infopro Digital group, can send proposals to the customer for similar services.

In conformity with the present legislation, the customer is entitled to information, correction or erasure in respect of their data. To rely on the said right, the customer can contact EBP via the following address: EBP - GDPR Department - Burg. E. Demunterlaan, 3 Box 6, 1090 Brussels or by email to gdpr@ebp.be