



SALES CONDITIONS

CERTIFIED REFERENCE MATERIALS

Valid as of 14.2.2017

Visit our Internet Worldwide Web Site at
<https://crm.jrc.ec.europa.eu>

JRC, Directorate F – Health, Consumers and Reference Materials
Retieseweg 111, B-2440 Geel, Belgium

SALES CONDITIONS FOR REFERENCE MATERIALS (CRMs)¹ from the JRC

A - ORDERS

1 - Orders can be placed by mail, email, fax or over the Internet.
Mail or fax orders must be addressed to:

**European Commission – Joint Research Centre (JRC)
Directorate F – Health, Consumers and Reference Materials
Reference Materials Unit
attn. CRM Distribution
Retieseweg 111, B-2440 Geel - Belgium**

**Fax for Non-nuclear CRMs: + 32-(0)14-590 406
Fax for Nuclear CRMs: + 32-(0)14-571 863**

The following web-link provides the full information of JRC's entire range of reference materials:

<https://crm.jrc.ec.europa.eu>

Email orders must be addressed to:

Non-nuclear CRMs: jrc-rm-distribution@ec.europa.eu
Nuclear CRMs: jrc-gee-rm-nuclear-sales@ec.europa.eu

2 - All purchase orders must specify the CRM numbers as indicated in the catalogue or price list, designation of the material, number of units required, delivery and invoicing addresses and for European Union countries the customer's VAT identification number.

B - LIMITED AVAILABILITY

3 - As CRMs should become regularly used items in any measurement laboratory, The JRC continues its effort to supply CRMs in sufficient quantities to cover market needs. However, in exceptional cases where only limited quantities are available, it reserves the right to restrict and/or refuse orders.

¹ CRMs can also be ordered from Authorised Distributors according to their sales conditions (List of Authorised Distributors available from www.referencematerials.eu/e/4/How-to-order).

C - PRICES

- 4 - The price list is in principle valid for the current year; the JRC however reserves the right to modify prices without prior notice.
- 5 - Quotations for the sale of the CRMs are only valid if given in writing by the JRC. Oral information on prices and other conditions are not binding. Any written quotation by the JRC is valid for a period of 30 calendar days from the date of issue.
- 6 - The JRC is one of the Institutes of the Joint Research Centre of the European Commission. The Commission is not a taxable person under Article 9 of Directive 2006/112/EC (the VAT Directive) and consequently does **not have a VAT number**. JRC 's fiscal number for Belgium is 0949 383 342.
- 7 - Transport and packaging costs of the non-nuclear materials will be added to the invoice, unless the CRMs are sent "**collect**" by courier service after receiving the customer's courier account number (see section E, point 13).
- 8 - For orders of less than 500 Euro (transport costs not included) a handling fee of 10 Euro will be charged.
- 9 - As a matter of principle, no discounts are given.

D - PAYMENT

- 10 - Invoices are sent by regular mail or as email-pdf. Currently, the JRC does not use the e-invoicing systems of its customers. Payments shall be made by bank transfer in Euro (international bank currency code: EUR), without any charges for the beneficiary, following the instructions of the invoice within 45 (forty-five) days from date of invoice. In case of failure to pay by the due date, the JRC reserves the right to enforce payment under Article 299 of the TFEU Treaty.
- 11 - The customer shall have sole responsibility for compliance with the tax laws applicable to it.
- 12 - the JRC reserves the right to request a prepayment of 100 % of the sales price for specific orders (see point 25).

E - DELIVERY

- 13 – **Non-nuclear materials** are generally shipped under Incoterm “Deliver At Place (DAP)”, by a courier service of the JRC 's choice. The JRC advances the costs of the transport to the named place, except for costs related to import clearance, and assumes all risks except delays during import customs clearance prior to the point that the CRMs are ready for unloading at the delivery address given by the customer. The transport charges are a separate item on the invoice. The customer is responsible for customs clearance and all duties connected to it. **When import permits are required, the customer must both apply for and supply these permits together with the purchase order. The JRC accepts no responsibility for CRMs damaged during customs clearance.**

Customers may suggest a courier of their choice. Under such circumstance, the non-nuclear materials shall be delivered under Incoterm “Ex Works Geel, Belgium” (EXW), It will be the customer's responsibility to designate an experienced courier as an intermediate consignee for the shipment. This courier will collect the materials from the JRC's facilities in Geel, Belgium. The modes of shipment must fully comply with international and Belgian transportation regulations in effect at the time of shipment. Responsibility for loss of or damage to materials sold under this order shall pass to the customer when such materials have been handed over into the charge of the courier named by the customer and at the expense of the customer.

14 - Nuclear transports (i.e. U, Pu, Th and Np materials) shall be delivered under Incoterm “Ex Works Geel, Belgium”, (EXW). Under this term the JRC fulfills its obligation to deliver when it has made the materials available at its premises. The customer bears all costs and risks of loss of or damage to the CRMs, involved in taking the materials from the JRC's premises to the desired destination. It will be the customer's responsibility to designate an experienced carrier as an intermediate consignee for the shipment. This carrier will collect the materials from the JRC's facilities in Geel, Belgium. Shipping carriers and modes of shipment must fully comply with international and Belgian transportation regulations in effect at the time of shipment. Responsibility for loss of or damage to materials sold under this order shall pass to the customer when such materials have been handed over into the charge of the carrier named by the customer and at the expense of the customer.

15 - The title to the CRMs is transferred from JRC to the customer for the materials delivered “Ex Works Geel, Belgium” (EXW) when the CRMs physically leave the premises of the JRC and for the materials shipped as “Deliver At Place (DAP)” when they are delivered to the named place ready for unloading.

16 - Notice period for claims: Failure of the customer to inspect the CRMs and give written notice to the JRC of any alleged non-conformity with the order within 3 (three) working days from delivery shall constitute an irrevocable acceptance by the customer of the reference materials delivered to him.

17 – Institute closure: The JRC is closed from December 24 to January 2 each year. No shipments requiring cooling elements or dry ice are performed during and in the 2 (two) weeks before that period and no shipments under ambient conditions are performed in the last week before and during the closing period. Order processing times are therefore longer in this period.

F - IMPORTANT INFORMATION

18 - Purchase orders shall be governed by the law of the European Union and by the law of the European Atomic Energy Community, complemented, where necessary, by the substantive law of Belgium. Any dispute which cannot be settled amicably shall be brought before the courts of Turnhout, Belgium.

19 - Placing an order automatically implies acceptance by the customer that the order is solely governed by and processed in accordance with the JRC's sales conditions. The JRC is not bound by any of the terms and/or conditions of the customer.

20 - The JRC shall not be liable for any wrongful use and/or any direct or indirect consequence of a use of the CRMs that would not be for laboratory use.

21 - The JRC shall not be liable for any particular, indirect, incidental or consequential damage, including but not limited to, injury or damage caused to persons or property, or loss of any kind whatsoever, resulting from packaging, labeling, transportation, delay in execution of the order or in delivery, use or otherwise.

22 - The customer shall defend, indemnify and hold the JRC harmless from and against any claims, actions or demands, liabilities and settlements resulting from, or alleged to result from the customer's use of reference materials.

23 - Any personal data related to purchase orders shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movements of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the order by the Head of the SID Unit of the JRC without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with European Union and European Atomic Energy Community law. The customer shall have the right of access to its personal data and the right to rectify any such data that is inaccurate or incomplete. The customer should address any queries concerning the processing of its personal data to the Head of the Reference Materials Unit of Directorate F – Health, Consumer and Reference Materials: European Commission, Joint Research Centre, Retieseweg 111, 2440 Geel, Belgium. The customer shall have right of recourse at any time to the European Data Protection Supervisor.

24 - Re-selling of reference materials: if samples are distributed through unauthorized companies, the JRC cannot be held responsible for the integrity of the materials (especially in case of potentially unstable materials) nor for the accuracy and/or completeness of the accompanying information (certificates, reports, etc.).

G - SPECIFIC CONDITIONS FOR NON-NUCLEAR MATERIALS

25 - **For ordering** refer to mark codes explanation (page 1 of pricelist).

Pre-payment is generally required for all countries except EU, EFTA and OECD member states.

26 - Orders to customers in EU, EFTA and OECD countries are in general shipped within 5 to 15 working days, to customers in other countries within 5 to 20 working days after receipt of the purchase order or pre-payment (if requested by the JRC). Delivery time is not confirmed within these limits. Orders are acknowledged only on explicit request.

27 - The quantities of material stated for the contents of the sample units are only indicative. The JRC does not accept responsibility for any inaccuracies in these quantities.

28 - For further information please contact:

CRM Distribution

Telephone: + 32-(0)14-571 705

Fax: + 32-(0)14-590 406

e-mail: jrc-rm-distribution@ec.europa.eu

Web: <https://crm.jrc.ec.europa.eu> (for latest news and latest updated version of catalogue and pricelist)

H - SPECIFIC CONDITIONS FOR RADIOACTIVE MATERIALS

29 - The end user must supply an [end-use undertaking](#). The end-use undertaking must be:

- An ORIGINAL document, not a copy
- Be prepared on the end-users / consignee's headed notepaper,
- Signed and dated by the end-user / consignee
- Contain the appropriate wording
- Include a description of the goods
- Include the quantities to be exported / transferred and the country of destination.

Based on these documents, the JRC will request the necessary authorisations from the Belgian or Flemish authorities.

30 - Facsimile or photocopies of the end-use undertaking are not accepted. To avoid delays please complete all the required sections, in English if possible. "Nuclear explosive activity" includes research on or development, design, manufacture, construction, testing or maintenance of any nuclear explosive device or components or subsystems of such a device.

"Unsafeguarded nuclear fuel-cycle activity" includes research on or development, design, manufacture, construction, operation or maintenance of

- any reactor, critical facility, conversion plant or fabrication plant, reprocessing plant, plant for the separation of isotopes of source or special fissionable material, or separate storage installation, where there is an obligation to accept International Atomic Energy Agency (IAEA) safeguards at the relevant facility or installation, existing or future, when it contains any source or special fissionable material which is not being met, or
- any heavy water production plant, where there is an obligation to accept IAEA safeguards on any nuclear material produced by or used in connection with any heavy water production therefrom which is not being met and also includes any such activity where there is no such obligation.

31 - For further information please contact:

Sales of Nuclear CRMs

Telephone: + 32-(0)14-571 855

Fax: + 32-(0)14-571 863

e-mail: jrc-gee-rm-nuclear-sales@ec.europa.eu

Web: <https://crm.jrc.ec.europa.eu> (for latest news and latest updated version of catalogue and pricelist)