



Belgium & Luxembourg

## GS1 Belgium & Luxembourg INTERCHANGE AGREEMENT for dematerialised invoices

**This Agreement** has been drawn up on [-----]

### **BETWEEN**

[Recipient name of the invoice], with registered office at [Postcode, City, Street & number], listed in the Register of Legal Entities at [-----] under number [-----], hereby validly represented by [-----] in the capacity of [-----] of the company

Hereinafter referred to "[Recipient name]" or "recipient"

and

[Sender name of the invoice], with registered office at [Postal code, City, Street & number], listed in the [-----] register at [-----] under number [-----], hereby validly represented by [-----] in the capacity of [-----] of the company.

Hereinafter referred to "[Sender name]" or "sender"

### **TAKING INTO CONSIDERATION THAT**

Parties have an agreement concerning the supply of services/goods by [Sender name] to [Recipient name].

Parties have agreed to move to electronic invoicing in the future within the framework of the aforementioned agreement.

Parties wish to record their reciprocal rights and obligations regarding the exchange of data for the purpose of this electronic invoicing in this agreement ("Agreement").

### **THE FOLLOWING WAS AGREED**

## **Article 1 - DEFINITIONS**

For the purposes of this Agreement, the following words have the following meaning:

**Electronic Data Interchange (EDI):** the exchange of EDI messages with the help of telecommunication means, as well as the processing and storage thereof within the Proprietary System.

**EDI message:** a collection of data of a commercial or administrative nature, structured in accordance with agreed standards and suitable for automatic and unambiguous processing, which are sent electronically.

**Proprietary system:** the proprietary information processing system (computer or network) of a Party, over which it has predominant control. Telecommunication connections that are rented from a network operator for example, are not included.

**Electronic system:** the totality of means that a Party uses to send or receive electronic messages (Proprietary System and system over which control is not in their hands).

**Electronic signature:** an electronic variant of a handwritten signature. (Cf. Article 5.2)

**Data exchange:** the exchange, between Parties, of the data required for the electronic invoicing.

**MIG:** Message Implementation Guide.

**Receipt:** the moment that the recipient is able to access the contents of an EDI message for the first time via the Proprietary System.

**Acknowledgment of receipt:** the procedure whereby both form and content of an EDI message are checked by the recipient and a report is sent to the sender.

**Personal data:** data relating to natural persons, which can be identified with the aid of this and whose protection is provided by law (Privacy Act). (Cf. Article 6)

**Effective Commencement Date:** the date agreed between the Parties from when the dematerialisation becomes mandatory for all invoices with invoice date on or after that date. (Cf. Article 3.7)

**Standards:** the collection of codes, lists and guidelines accepted by Parties for sending EDI messages, as included in the **Technical Appendix**

UN/Edifact: as defined by the UN/ECE, the United Nations rules for electronic data exchange for administration, trade and transport, an entirety of internationally recognized standards for the electronic data exchange of data and in particular exchange related to goods and services, between computerized information systems.

Technical Appendix: the Appendix to this Agreement in which the various MIGs and their qualifiers have been incorporated.

## Article 2. - OBJECT OF THE AGREEMENT

- 2.1 This Agreement establishes the rights and obligations of the Parties in the Data Exchange via EDI, with a view to electronic invoicing.
- 2.2. As from the effective date, the Parties agree to use EDI for the following business areas:

- Invoicing merchandise from sender to recipient
- Credit notes from sender to recipient for invoices for merchandise

The business areas below continue to run via paper.

- Invoices for general expenses from recipient to sender

- 2.3. To fulfil this, both Parties undertake to comply with the obligations with regard to the use of EDI as stipulated in this Agreement.
- 2.4. This Agreement also regulates the situation in which the Data Exchange via EDI is impeded by factors beyond the control of the Parties.

In that case, the Parties will determine an alternative form of Data Exchange in order to limit the possible disadvantages of the impediment for both Parties as much as possible.

If a Party is unable to send an EDI message owing to factors that are outside the Party's ability, if this is however expected, this Party must inform the other party within a reasonable period of time.

This notification may be done by mail, fax or exchange of letters.

|  |
|--|
| [Recipient name]<br>[Address]<br>[e-mail:]<br>[Fax:] |
|--|

If the EDI message is able to be sent within the agreed deadline, no alternative transmission method must be followed.

If an EDI message is unable to be sent within the agreed period, the alternative transmission method implies that the sender is obliged to forward a paper invoice.

The paper invoice is a print-out of the invoice that would be sent via EDI, in order to respect the sequence of invoice numbers.

That paper invoice is then the official invoice and must be archived according to the statutory deadline for paper invoices.

### **Article 3 – SPECIFIC AGREEMENTS FOR ELECTRONIC INVOICING**

- 3.1. The Parties commit to implementing and maintaining the necessary systems that enable the effective use of EDI.

Said systems consist of at least the hardware and software (including telecommunication means) that are essential for EDI communication. The required standards to this end are described in the **Technical Appendix**.

- 3.2. Parties undertake to process EDI messages in their electronic systems as soon as possible after receipt.

- 3.3. Each EDI message received undergoes a number of checks to verify its content and structure.  
A refusal of the electronic invoice is possible, in accordance with the provisions included in the **Technical Appendix**. For example, the invoice may be refused **if the dispatch date of the EDI message was registered at least two (2) days later than the stated invoice date**.

- 3.4. In case an invoice is refused, the recipient will inform the sender via **[an error-mail / a treatment report / ...]** to **[e-mail address of sender]**. The error-mail indicates which action the sender must then take.

- 3.5. The e-mail address specified above will be used for any communication relating to the electronic invoicing and, if applicable, the refusal of the invoices. Any change to this e-mail address must be immediately reported to the [Recipient name] via [\_\_\_\_\_].**

- 3.6. The sender undertakes to communicate each change to his details (name, bank details) mentioned in the EDI message beforehand in writing to [Recipient name].**

- 3.7. Parties have set the Effective Commencement Date on **[\_\_\_\_\_]**.

This is the date from when there is a switch to dematerialisation of the invoices and only the EDI messages will still count as valid invoices. From then on the paper invoice is only considered as a duplicate.

Invoices with a date prior to this Effective Commencement Date must still be delivered on paper.

Invoices with a date on or after this Effective Commencement Date may only be delivered electronically.

#### **Article 4 - ELECTRONIC ARCHIVE**

- 4.1. Each Party will keep a complete and chronological archive ("register") of all EDI messages exchanged between the Parties. The EDI messages will be stored in a safe and reliable manner in this register for at least the legally imposed period for the storage of invoices (at the time of signing this period is 7 years), whereby the authenticity, integrity and readability of the messages must be guaranteed.
- 4.2. EDI messages will be stored by the Parties in exactly the same form as which the message was sent or received.
- 4.3. The Parties shall ensure that the messages stored in the register are faithfully reproducible in a readable form at all times during the retention period and may also be reliably printed on paper.

#### **Article 5 – SECURITY OF EDI MESSAGES**

- 5.1. Parties undertake to implement and maintain security procedures and measures in order to adequately ensure that Data Exchange is not delayed, that messages are not changed in terms of content or form or are lost. In the same way, attempts are made to prevent third parties from having access to messages.
- 5.2. With due observance of the legal requirements in this respect, the encryption of EDI messages is expressly permitted. In order to ensure optimum security, the sender may encrypt any EDI message with an advanced electronic signature. The description and procedure for this is included in the Technical Appendix.
- 5.3. If the use of safety procedures and measures leads to the rejection or the discovery of one or more errors in an EDI message; the recipient will inform the sender thereof.

#### **Article 6 - CONFIDENTIALITY - PROTECTION OF PERSONAL DATA**

- 6.1. All EDI messages and their content are considered confidential. EDI messages are treated as such by adequately ensuring that message data is inaccessible to third parties.

6.2. This obligation of confidentiality does not apply if (1) the sender has explicitly given permission to disclose the EDI message to third parties; (2) the content is generally known; (3) the content must be accessible to third parties on legal grounds or (4) the content must be communicated by a Party to its employees, advisers, auditors or other consultants in the context of processing or checking electronic invoices.

6.3. Notwithstanding the foregoing, the Party, which is considering granting access to the data, already undertakes:

- not to provide data to third parties whereby there is a risk that they will use these data for commercial purposes or, in general, doing business that may be harmful to the other Party;
- to always impose a duty of confidentiality on the receiving third party and to ensure that it is strictly observed.

6.4. The Parties undertake to comply with the statutory rules on the protection of personal data.

For EDI messages that contain personal data and are transmitted or received in countries where no personal data protection legislation is in force, the Parties agree to comply, as a minimum standard, with the provisions of Convention 108 of the Council of Europe of 28 January 1981.

6.5. Each Party is fully liable, and will indemnify the other Party, for any damage, claim, etc., arising from the breach of the above provisions by itself or by the third parties to whoever it has provided the data.

## **Article 7 - OBLIGATIONS CONCERNING LEGAL CONFORMITY**

The sender acknowledges and guarantees that they will execute the (electronic) invoicing at all times in strict accordance with all applicable legal and regulatory requirements, as introduced, modified or replaced from time to time, such as, but not limited to, the requirements regarding VAT conformity of the invoice.

## **Article 8 - LIABILITY**

8.1. Each Party shall be liable and shall indemnify the other Party against all damages, in principal and interest, directly and indirectly, suffered by the other Party as a result of or in connection with the incorrect execution of this Agreement by the former Party, its appointees and/or subcontractors.

8.2. However, Parties agree that a late payment of the invoices by the recipient, which is the result of a late receipt of the relevant EDI message or receipt of an incomplete or incorrect EDI message, shall not give rise to:

- suspension by the sender of his supplies/services to the recipient
- charging fines and interest;
- the refusal of discounts that the recipient would have received if they had had the possibility of timely payment.

8.3. Parties agree that EDI messages stored in the register may be used as proof if the EDI messages have been reproduced on any information carrier, and have been made legible with the aid of this reproduction.

## **Article 9 - DURATION AND TERMINATION**

9.1. This Agreement is concluded for an indefinite period, starting on [REDACTED].

The Agreement may be terminated by each of the Parties at any time by registered letter, subject to a notice period of **at least one (1) month**. The termination letter contains the date from when the Agreement is terminated.

9.2. In derogation of the provisions of Article 9.1. each Party may terminate this Agreement immediately and without any notice period or compensation, if:

- the other Party is declared bankrupt, applies for a judicial reorganization, falls under the protection of the WCO (business continuity law), is dissolved or put into liquidation, is in a state of apparent inability or ceases its activities, or
- the other Party is guilty of deception, or
- the other Party, by virtue of its involvement, is in dispute with respect to third parties, e.g. in the interest of criminally sanctioned acts or other objectionable practices, or
- the other Party fails to comply with its obligations stated in this Agreement or with those contracting parties in accordance with the general statutory rules after it has been given notice of default and failed to do so within a reasonable period of notice.
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## **Article 10 - NONTRANSFERABILITY - SUBCONTRACTING**

- 10.1 This Agreement may not be transferred, in whole or in part, by the sender without the express prior consent of [Recipient name] in writing.
- 10.2 The engagement of subcontractors by the sender related service providers (e.g. for Telecommunication protocol conversions, electronic mailbox functions, ...) ("Subcontractors") will be communicated to [Recipient name].

The engagement of Subcontractors by the sender does not affect the obligations of the sender to [Recipient name] under this Agreement. The sender shall at all times remain jointly and severally and indivisibly liable with his Subcontractors, if any damage would be suffered by [Recipient name].

## **Article 11 - COMPLETE AGREEMENT**

- 11.1 The provisions included in the Agreement will replace all previous oral and/or written agreements and in this respect make the full Agreement between Parties.
- 11.2 The appendix/appendices to this Agreement is/are an integral part of this Agreement.

Additions and/or changes to this Agreement must be made in writing and approved by both Parties. However, the Technical Appendix may be changed unilaterally by [Recipient name] provided that a period of time for making technical adjustments is respected, which is acceptable to both Parties.

## **Article 12 - UNENFORCEABLE PROVISIONS**

- 12.1 A provision in the Agreement, which would be void or unenforceable, will have no effect to the extent of nullity or unenforceability, without, however, affecting the validity of the other provisions of this Agreement.
- 12.2 This invalid provision will be replaced by a statutory provision that, in so far as possible, achieves the same economic result as the invalid provision.

## **Article 13 - APPLICABLE LAW - COMPETENT COURTS**

- 13.1. This Agreement is subject to and will be interpreted in accordance with Belgian law.



13.2. The Parties hereby agree to first and foremost mutually settle any disputes, informally and with the utmost discretion.

13.3. If the aforementioned informal arrangement does not provide a solution, disputes regarding the existence, validity, interpretation or execution of this Agreement will be definitively settled by the competent courts of Brussels.

Drawn up in [-----] on [-----], in two originals, of which each Party recognizes having received one signed original.

[RECIPIENT NAME]  
represented by

[SENDER NAME]  
represented by

[NAME OF CONTACT PERSON]

[NAME OF CONTACT PERSON]

Appendix: **Technical Appendix:**

Stipulation: GS1 Belgium & Luxembourg agrees that the draft text of the interchange agreement will be used by GS1 Belgium & Luxembourg customers and partners.  
GS1 Belgium & Luxembourg, however, assumes no responsibility for any damage, in the broadest sense of the word, which could occur through the use of text, nor for the accuracy of its contents or for decisions and/or acts that would be made on the basis of the text.