

General terms and conditions of purchase

Last updated 31.08.2026

Article 1 – Purpose and application

The General Conditions of Purchase (hereinafter “the General Conditions”) shall apply in their entirety to all purchases made by the Laboratoire National de Santé (hereinafter “the LNS”) from its Suppliers (hereinafter referred to individually as a “Party” and collectively as the “Parties”) with the exception of purchases covered i) by a contract in force signed by the Parties or ii) by a contract concluded following an open public procurement procedure. These General Conditions are applicable in the Grand Duchy of Luxembourg or abroad, for the entire duration of the contractual relationship between LNS and the Supplier. Where applicable, they shall be supplemented by special terms and conditions accepted in writing by LNS which shall prevail in the event of any inconsistency herewith.

By signing or executing any document referring to these General Terms and Conditions, the Supplier accepts these General Terms and Conditions and no deviation therefrom shall be permitted without the express prior consent of LNS.

Any condition contrary to these General Terms and Conditions set forth unilaterally by the Supplier, in its general terms and conditions of sale or in any other document, shall be unenforceable against LNS, regardless of the time at which it may have been brought to the Supplier's attention. The Supplier expressly waives the right to invoke its own general terms and conditions in its dealings with LNS.

Offers shall not constitute a commitment for the Parties unless expressly accepted by LNS by the issue of a purchase order or by the signature of the supplier's offer by a person authorised to bind LNS.

Article 2 – Services' performance and specifications

The Supplier undertakes to perform the service(s) entrusted to it by LNS and to deliver the products ordered by LNS in compliance with applicable regulations, best practices and the state of the art as well as with the technical specifications set forth in the Supplier's offer accepted by LNS and/or the specific conditions set forth in the order confirmation or purchase order. In addition, during any intervention by the Supplier within the LNS, the health and safety instructions, as specifically defined by the LNS, shall be complied with.

Article 3 – Supplier's commitment

The Supplier shall strictly comply with the specifications of the order placed by LNS.

The Supplier undertakes to be responsible for the professional quality, technical accuracy, completeness and coordination of the service provided and/or the product supplied to the LNS. Accordingly, the Supplier represents and warrants to LNS that :

- The Supplier has, and will continue to have for the duration of the contractual relationship between the Supplier and LNS, all necessary authorisations to provide the service(s) and/or product(s); and

- The Supplier has sufficient facilities, personnel and experience in quantity and quality to perform the service or supply the product(s) in an adequate and timely manner; and
- The Supplier will perform the service in a competent, professional and diligent manner and in strict compliance with all applicable laws, regulations, good practice and other professional standards; and
- The Supplier undertakes to ensure that its personnel assigned to perform the service are qualified and properly trained.

Article 4 – Financial arrangements

Prices quoted in orders and other contractual documents accepted by LNS are exclusive of VAT and other Luxembourg or foreign duties, unless otherwise expressly provided.

Prices must be quoted in euros. VAT, if applicable, must be shown with the rate applied.

Prices are considered firm and definitive.

Price revisions must be expressly accepted by LNS in writing.

Article 5 – Billing

Invoices must be sent electronically via Peppol to the LNS identifier (Peppol ID: 9938:LU25784916).

All invoices must include :

- The order number ;
- Textual description of the service(s) or supply(s) ;
- In the case of supplies: the volume covered by the order and the nature of the packages;
- The compulsory information that must appear on invoices as required by Luxembourg law.

Invoices must be expressed in euros and payable within thirty (30) days from the date of receipt of the invoice.

Invoices shall only be issued and due if the supplies have been delivered and the services have been accepted by LNS. In the event of poor or partial performance of the Supplier's obligations, LNS reserves the right to suspend its payment obligation.

LNS may return for correction any invoice that does not comply with the provisions of this article and in the event of partial non-performance.

In the event of late payment, LNS may not be charged interest in excess of the legal interest rate.

Article 6 – Delivery

Delivery is made to the LNS site located at 1, Rue Louis Rech L-3555 Dudelange, Luxembourg or to any other delivery address indicated on the order form.

When supplies are delivered, they must be packaged and labelled in accordance with the applicable regulations and must reach their destination in perfect condition.

Domestic and international deliveries will comply with Incoterms DDP – Delivered Duty Paid (2024 edition).

The Supplier undertakes to deliver the supplies to the precise location mentioned in the order form.

The Supplier undertakes to perform the service or deliver the supplies within the time periods stipulated in its offer accepted by LNS or in the special conditions. These deadlines may not be modified without the prior written consent of LNS.

In the absence of a deadline fixed in the Supplier's offer or in the special conditions, the provision of services or delivery of supplies must be carried out within a customary period not exceeding thirty (30) calendar days from acceptance of the purchase order.

Any delay, for whatever reason, must be notified to LNS in writing without delay. It is the Supplier's responsibility to indicate the reasons for and the foreseeable duration of the delay. The Supplier shall use its best efforts to resolve the situation.

In the event of non-compliance with performance deadlines, as determined by LNS, the Supplier shall incur, without prior formal notice and upon simple observation of the delay by a person authorised to represent LNS, penalties equivalent to five percent (5%) of the amount of the order per day of delay.

Penalties shall not affect any rights of LNS, which reserves the right to:

(i) terminate the said order under the conditions set out herein; (ii) request compulsory performance of the order; (iii) obtain supplies from a third party supplier at the Supplier's expense;

(iv) claim damages from the Supplier as compensation for the loss suffered.

Article 7 – Subcontracting

The Supplier may not use a subcontractor without the prior written consent of LNS. Once the order has been placed, the Supplier may only use a new subcontractor or change subcontractors with the prior written consent of LNS.

The Supplier undertakes to ensure that its subcontractors are subject to the same obligations as those set out in the General Conditions. The Supplier shall be liable for any breach of its obligations by its subcontractors.

Article 8 – Secondment of employees

When providing services on LNS sites, any company located outside the Grand Duchy of Luxembourg must comply with Luxembourg labour law when seconding employee(s).

Any company using subcontractors located outside the Grand Duchy of Luxembourg, with LNS's prior consent, must ensure compliance with the regulations in force in the Grand Duchy of Luxembourg.

LNS shall not be held responsible for the Supplier's failure to comply with this law or for the consequences of an ITM inspection.

Article 9 – Transfer of ownership

Ownership of the supplies shall pass to LNS upon delivery in accordance with the terms and conditions set forth in Article 6. The Parties agree that the transfer of ownership shall not constitute acceptance of the supplies delivered, which shall take place in accordance with the provisions of Article 10.

Article 10 – Acceptance

Services or supplies shall be inspected at the LNS site after delivery. The Supplier shall provide LNS with a delivery note upon delivery of the supplies. Signature of the delivery note by LNS does not constitute acceptance of the quality of the services or supplies provided.

LNS reserves the right to refuse delivery of non-conforming supplies or services. With respect to supplies, the Supplier shall take them back at its own expense and risk.

Non-conformity may, in particular, result from the supplies or services not conforming to the description on the order form, from the supplies not conforming to their intended use, from the defective nature of the supplies delivered or from non-conformity with the quality criteria set out in the specifications. In the case of supplies, non-conformity may result from a defect. If LNS becomes aware of such defect, it shall notify the Supplier thereof in writing within ten (10) working days:

- After delivery, if at the time of delivery such a defect is apparent or easily identifiable;
- After discovery, if the defect is hidden.

In the event of non-compliance, LNS may impose a time limit on the Supplier to bring the supplies into compliance with the content of the purchase order.

LNS reserves the right to adjust the price in line with the service not performed or performed incorrectly, or to cancel the order.

Article 11 – Liability and guarantees

The Supplier guarantees that the supplies delivered correspond to the order or to the contractual agreements and specifications.

The Supplier guarantees that the supplies comply with all legal requirements and provisions in Luxembourg, and that they meet safety and quality requirements.

In the event of the provision of services, the Supplier guarantees that the services will be carried out in accordance with the rules of the trade and that they will comply with the strictest standards of the sector of activity concerned in force at the time the service is provided.

The Supplier guarantees the conformity of the supplies and services to the needs of LNS and the proper functioning of the supplies for a minimum period of three (3) years from the later of (i) the date of issue of the delivery note for the supplies and (ii) the commissioning of the equipment.

If the Supplier delivers supplies requiring spare parts and/or consumable products, it guarantees that it is able to deliver spare parts and consumable products for the supplies for a period of at least three (3) years from the date of delivery. The starting point for this guarantee of availability of spare parts and consumables is the date

of issue of the delivery note for the supplies. The Supplier undertakes to inform LNS at least six (6) months in advance of any stoppage in the supply of spare parts and/or consumables.

Article 12 – Force majeure

Neither of the Parties may be held liable in the event of non-performance or delays in the performance of an obligation under these General Terms and Conditions resulting from a case of force majeure. During this period, the deadlines for the performance of the said obligations will be suspended without entailing the payment of damages or late penalties.

The Party recording the event must inform the other Party without delay of its inability to perform its obligation(s) by e-mail and/or by registered letter with acknowledgement of receipt.

If the case of force majeure continues for a period of more than two (2) months, the General Terms and Conditions and the order(s) in progress may be terminated by either of the Parties as of right, without notice and subject to having notified its intention by registered letter with acknowledgement of receipt.

Article 13 – Insurance

The Supplier shall take out and maintain in force all insurance policies necessary to cover its liability in respect of the performance of the purchase order.

The Supplier undertakes, upon simple request by LNS, to provide any document justifying the taking out of insurance policies and the payment of premiums. The Supplier shall promptly inform LNS of any substantial modification, suspension or termination of the insurance policies.

In the event of subcontracting, the Supplier must ensure that its subcontractors have the necessary insurance policies to guarantee against the risks and liabilities that it incurs in the performance hereof.

Article 14 – Termination

LNS may unilaterally terminate the order without formality or prior intervention by the courts and without charge:

- If the Supplier fails to comply with any of its obligations and fails to remedy the situation within ten (10) days following the sending of formal notice by registered letter ;
- In the event of the Supplier's bankruptcy, dissolution or seizure of assets ;
- In the event of failure to meet the delivery deadline for an order placed ;
- In the event of transfer or subcontracting without prior written authorisation from LNS.

Only the amount for services rendered on the date of termination will be payable by LNS.

For supplies, only the amount for supplies for which a delivery note has already been signed by the LNS shall be payable by the LNS. The amount of any other supply (even if unloaded) shall not be due by the LNS.

Articles 15, 16, 17, 18 and 19 shall remain in full force and effect after the termination of this Agreement.

Article 15 – Data protection

The Supplier undertakes to comply with data protection regulations in accordance with Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the “GDPR”) and the applicable Luxembourg legislation (hereinafter together the “Data Protection Legislation”). In this respect, the Supplier undertakes to:

- Inform data subjects of the purpose of the processing, the transfer of their personal data to LNS, their rights, and how long the data will be kept;
- Having a data protection officer ;
- Keep a register of personal data processing;
- Collaborate with the LNS when data subjects exercise their rights;
- Inform the LNS in the event of a personal data breach.

In the context of the commercial relationship, LNS, as data controller, shall process the data strictly necessary and undertakes to comply with all the provisions of the Data Protection Legislation. The obligations to be complied with by LNS include the obligations of fair, lawful and transparent processing, purpose limitation, data minimisation, accuracy, retention limitation, integrity, confidentiality, accountability and any other obligations under Data Protection Legislation.

Data will be kept for the duration of the services and/or the time required for LNS to meet its legal obligations.

Data is collected for the following purposes:

- To enable services to be carried out;
- Maintaining relations with the supplier;
- Ensure that the Supplier monitors the services provided;
- Enable invoicing ;
- Developing professional relationships ;
- Guaranteeing the recovery of unpaid bills;
- Manage any disputes.-

In particular, LNS undertakes to inform data subjects of the personal data processing for which it is responsible and to provide them with an e-mail address for exercising their rights (dpo@lms.etat.lu).

For more information on our management of personal data, please consult our Personal Data Protection Policy: <https://lms.lu/en/data-protection/>.

Article 16 – Intellectual property

The Supplier warrants that neither the services provided for in the purchase order, nor their execution, nor the supplies infringe or violate the rights of third parties. The Supplier shall indemnify LNS against all claims, damages, losses and costs arising from the infringement of third party rights.

In the event that the supplies are the subject of actions or claims for infringement of intellectual property rights, the Supplier shall, after consultation with LNS, either obtain the right for LNS to purchase the supplies or modify or replace the supplies in order to put an end to such infringement at the Supplier’s expense, without modifying either the conformity of the supplies to the order or their price.

Nothing in these General Conditions or any other contractual documents entered into with the Supplier shall be deemed to imply any transfer or assignment of any of LNS's intellectual property rights. Accordingly, no title to or interest in any goods, equipment or related materials (including but not limited to reports, drawings, data sheets, documents, machines, models, improvements thereto) used, developed or made available by LNS in the course of providing the Services shall pass to the Supplier.

The LNS reserves the right to produce publications and/or reports and/or statistics based on the results of the services provided.

Where performance of the order, the special conditions and/or these general conditions results in the Supplier providing LNS with one or more deliverables created specifically for LNS, LNS shall acquire the intellectual property thereof in consideration of the agreed price.

This transfer includes the right to reproduce, adapt, translate, represent and pursue derivative uses. This transfer is exclusive and valid throughout the world. It is granted for the duration of the intellectual property rights in accordance with current and future Luxembourg and foreign laws and international conventions.

The Supplier warrants to LNS that it has not granted any similar rights in such deliverables to third parties and undertakes not to assign or grant any rights of any kind in such deliverables to third parties.

Article 17 – Use of distinctive signs

The Supplier agrees not to use the LNS logo or corporate name for any purpose whatsoever without the prior written consent of LNS.

Article 18 – Confidentiality and impartiality

The Parties undertake not to disclose, directly or indirectly, any information, documents or reports considered confidential which may have come to their knowledge or have come into their possession in the context of the relationship established by these General Terms and Conditions, except with the express prior written agreement of the Parties, for a period of ten (10) years after the expiry of the contractual relationship between LNS and the Supplier.

Each of the Parties undertakes to act impartially towards the other Party and to report any possible conflict of interest. In the event of a conflict of interest with the Supplier, LNS reserves the right to decline to perform the service without incurring any liability.

Article 19 – Non-solicitation

During the term of these General Terms and Conditions, and after a period of twelve (12) months following the term or expiry of these General Terms and Conditions or of the service, the Supplier shall not, without the prior written consent of LNS, make direct offers of employment to LNS employees who participated in the performance of the service, under any status whatsoever, even if the request is made by the employee.

Should the Supplier fail to comply with this undertaking, it undertakes to compensate the LNS for six (6) months of the gross salary of the employee concerned.

Article 20 – Tolerance

The fact that one of the Parties does not take advantage of a breach by the other Party of any of the obligations referred to in these General Terms and Conditions shall not be interpreted for the future as a waiver of the obligation in question.

Article 21 – Transfer

The Supplier may not assign or transfer its obligations under these General Terms and Conditions in whole or in part without the prior written consent of LNS.

Article 22 – Invalidity of a provision

If one or more provisions of these General Terms and Conditions should be declared null and void for any reason whatsoever, this circumstance shall not affect the remainder of these General Terms and Conditions, which shall remain applicable.

Article 23 – Applicable law and competent courts

These General Terms and Conditions are governed by Luxembourg law and any disputes relating thereto shall be submitted, in the absence of an amicable agreement which the Parties undertake to seek in advance, to the competent Court of and in Luxembourg.