

## Billing Terms

1) Bills are payable net cash no later than the due date unless otherwise specified on the invoice. We ask that the payment term of 30 calendar days be respected for each invoice.

Failing timely payment by the due date of the invoice, Ghent University will send a free first reminder.

If the payment term of 30 calendar days is not respected, the file will be transferred to an external collection party for (judicial) collection.

2)

a) In case of Principal-Enterprise or registration fee UGent student:

In case of full or partial non-payment on the due date, the invoice amount will be increased, ipso jure and without notice of default, by an interest on arrears of 12% per annum from the day after the due date until the day of full payment of the invoice amount.

In addition, the outstanding balance shall be increased by a lump sum of 10% of the outstanding balance, with a minimum of EUR 50.00 and a maximum of EUR 2,000.00, even if an instalment is granted and without prejudice to the possibilities provided for in Article 5.201 of the Civil Code.

This amount does not include the collection, court and/or execution costs that may be incurred within the framework of a judicial recovery. In any case and without prejudice to the above, the non-fulfillment of the payment obligation gives University the right to suspend the service.

b) In case of Client-Consumer:

In case of full or partial non-payment on the due date, a free first reminder will be sent by Ghent University.

In the event of non-payment after the expiry of a period of at least fourteen calendar days starting on the third working day after this reminder has been sent, the invoice amount will be automatically increased by the statutory interest at the reference interest rate increased by eight percentage points as referred to in Article 5, second paragraph, of the Law of 2 August 2002 on combating late payment in commercial transactions, to be calculated up to the date of full payment of the invoice amount.

In addition, the outstanding balance will be increased by a lump sum, even in the event of the granting of a term of instalment and without infringing the possibilities provided for in Article 5.201 of the Civil Code, composed as follows:

a) 20.00 Euros if the balance due is less than or equal to 150.00 Euros;

b) EUR 30.00 plus 10 % of the amount due on the tranche between EUR 150.01 and EUR 500.00 if the balance due is between EUR 150.01 and EUR 500.00;

c) EUR 65.00 plus 5% of the amount due on the tranche above EUR 500.00 with a maximum of EUR 2,000.00 if the balance due is above EUR 500.00.

Amounts to be indexed where appropriate in accordance with Art 15, §4 of the Law of May 4, 2023 inserting Book XIX "Debts of Consumers" in the Code of Economic Law. This lump sum does not include the collection, court and/or execution costs that may be postponed within the framework of a judicial recovery.

In case Ghent University fails to fulfill a contractual obligation, the Client-Consumer who wishes fulfillment of the obligation must give Ghent University notice of default. This notice of default must be sent on a durable medium within 30 calendar days of becoming aware of the failure. When Ghent University has not rectified the shortcoming within a period of 30 calendar days, the Client-Consumer is entitled to a lump sum. When the damage is assessable in money, it amounts to 10% of the amount assessable in money with a minimum of 10.00 euros and a maximum of 50.00 euros. If the damage cannot be valued in money, the lump sum shall be 20.00 euros. In any case and without prejudice to the above, non-compliance with the payment obligation gives Ghent University the right to suspend services.

3) In case of dispute, Belgian law shall apply and the Courts of the district of Ghent shall have exclusive jurisdiction.