

Delivery and invoicing conditions RPCG

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For the attention of the head of the shipping department and the invoicing department

Re: Delivery and invoicing conditions Retail Partners Colruyt Group

Dear Sir
Dear Madam

We find it very important to make agreements with you as our supplier about the delivery and invoicing conditions at Retail Partners Colruyt Group. Making these mutual agreements will allow us to work together even faster and more efficiently.

These conditions will apply without prejudice and as a complement to the stipulations of the annual agreement/contract you have with us. We reserve the right to propose changes to these conditions, which will be notified to you in good time if necessary.

In the appendices, you can find the conditions for every phase of the delivery:

1. Delivery appointment

- order & delivery appointment
- not keeping the delivery appointment
- delivery addresses
- displays

2. Reception of goods

- accompanying documents
- identification of the goods
- physical characteristics of the goods
- agreements regarding a smooth and positive collaboration

3. Invoicing

4. Invoicing direct deliveries

We are looking forward to a positive collaboration.

Retail Partners Colruyt Group

APPENDIX 1: STIPULATIONS ORDER AND DELIVERY APPOINTMENT

The following procedure guarantees the smooth processing of your goods and rules out long waiting times:

Order and delivery appointment

- Our order manager places an **order** and specifies an expected delivery date. The order always mentions the contact of the ordering department.
- We will communicate our order to you by **mail or EDI**. If the order is handled through EDI, all conditions set out in the EDI agreement must be met.
- At least 1 working day before the expected day of delivery, make a **delivery appointment** on our supply chain portal (**slotbooking003.colruytgroup.com**). The delivery appointment is confirmed with a **delivery number** (L-20xxxxxx). Your driver needs this **L number** to enter our site. The gatekeeper will not grant access without this L number.
 1.
 - o If a delivery contains several orders, you must make only **1 delivery appointment** (1 truck = 1 L number).
 - o If a delivery consists of a **combination of refrigerated and non-refrigerated goods**, you will need 2 L numbers. Please, load the truck in such a way that the refrigerated goods can be unloaded first. The L number for the refrigerated department must be signed in first. After delivery to the refrigerated area, you must return to the waiting area, sign out your L number for the refrigerated department and sign in the number for the non-refrigerated department. After this, you will be called to unload to the non-refrigerated department.
- Deliveries with a delivery van are not possible. Exceptions are only possible by mutual agreement and the driver has to unload the delivery van independently and safely, without intervention by an RPCG worker.
- If you are **unable to supply** certain articles (or part of them) by the requested delivery date, you have to inform the order manager within 2 working days following the receipt of our order. Depending on the stock situation, it's possible to modify the originally expected delivery date, by mutual agreement, at the request of the Logistics Planning department.
- As a standard, **backorders** must not be delivered later on. This is only possible with the order manager's authorisation.
- If the delivery appointment made was not kept, you will be notified in writing. The damage caused by this infringement may be invoiced to you.
- The ordering department reserves the right to cancel orders in whole or in part, insofar this is not expressly prohibited by law. Orders that are not delivered in accordance with the agreed delivery conditions may be refused or cancelled in whole or in part.

This possibility applies to the following cases:

- Any order or part of an order for which the supplier notifies prior to the delivery that it will not be available on the agreed delivery date.
 - Any order or part of an order that was not delivered on the agreed delivery date (backorder), provided that the ordering department does not demand delivery of the order or part of the order yet to be delivered.
 - Any order or part of an order the supplier intends to deliver at a later date than the date initially agreed upon.
 - Any order or part of an order that has been delivered and is non-compliant (quality problems, damaged items, etc.).
- **Transit deliveries for ultra-fresh products**, i.e. products with a BBD shorter than 12 days, must always comply with the general delivery and reception conditions known and accepted by the supplier. Specifically for transit deliveries, the following agreements apply:
- Deliveries must be made before 5 a.m. on the requested delivery day or in the evening the day before. This is essential because we want to deliver the ultra-fresh products to our clients in due time.
 - in case of late delivery after 5 a.m., the ordering department reserves the right to take reception of the goods and claim a compensation for late delivery.

Not keeping the delivery appointments

Strictly keeping the delivery appointments is the exclusive responsibility of the supplier.

- Access to our site will be **refused**:
 - Without L number
 - Up to 30 minutes before the appointment: the driver has to wait outside the site, on the parking strips along the Uilmolenweg in Mechelen (not in the streets surrounding the site) and report at the communicated time, in order to avoid congestion on our waiting strips.
 - 1h after appointment: if the reception planning doesn't allow to squeeze in loads that are delayed, your delivery will be refused and a new delivery appointment must be made.

Displays:

We would like to ask you to comply with the following guidelines for deliveries of displays.

We drew up these guidelines to avoid breakage of displays and in the framework of ergonomics to avoid injuries for our employees:

- Displays of over 15 kg must be on a base → for ergonomic reasons
- This base cannot be a disposable one.
- Displays must fit on a picking container → rolling container dimensions = 60 x 80 cm
- Displays cannot contain a hollow space at the bottom of the high base if they weigh more than 15 kg → more likely that displays collapse because of the heavy weight resulting in breakage
- Displays must carry a "fragile" sticker
- Displays must carry a nylon tie

Delivery address DC:

Warehouse: RPCG Mechelen

Address: Retail Partners Colruyt Group
De Regenboog 8
2800 MECHELEN

Open: 04.00 – 22.00 (refrigerated)
06.00 – 22.00 (unrefrigerated)

Email: logplan@retailpartnerscolruytgroup.be

Tel: 02/583.11.12

APPENDIX 2: RECEPTION CONDITIONS

1) Accompanying documents:

- The goods always have to be accompanied by a typed, specified **dispatch note** in **duplicate**. The dispatch note is prepared according to the content of the truck and without deletions. *Attention: prices are not mentioned on the dispatch note due to their confidential nature.*
- Please also state **our reference** of the order on your dispatch note. This is very important for us in order to take delivery of the right order. Please also mention a description of each article, your reference number and our **article number** (which you can find on each order) on your dispatch note.
- For fresh products: mention the total net weight for all the goods to be invoiced by weight, per reference and per best before date.
- If there are several best before dates for the same article, we ask you to mention the quantity and weight separately on the dispatch note.
- Please mention the number of boxes per reference and the total number of pieces delivered.
- We ask you to mention the empties value per article individually, together with the total of the form.

- Handling empties and discrepancies found upon reception will always be mentioned on the dispatch note and/or the recadv. This is also the only valid document for invoicing purposes.
- Handling empties and discrepancies found upon reception will always be mentioned on our RetailPartners form. This is also the only valid document for invoicing purposes.
- Goods with excise duties must always be accompanied by the necessary **AAD** documents or ARC numbers. Otherwise, the goods cannot be unloaded.
- For smooth processing, the driver always has to have the dispatch note and present it at the reception. If the dispatch note is missing upon delivery, our logistics planning will request it by email. If it cannot be forwarded, the delivery will be refused. In case of repetitively not having the dispatch note, an administrative cost will also be invoiced.

2) Identification of the goods:

- The goods have to have a clearly readable, unique and univocal **bar code** at each **packaging level** (consumer unit, sub-packaging, carton), in compliance with the most recent GS1 specifications (Koningsstraat 29, 1000 Brussel, tel.02/229.18.90).

We will always refuse goods without bar codes or with illegible bar codes. Retail Partners Colruyt Group reserves the right to charge the extra costs thereby incurred. If you have questions about this, feel free to contact: barcode@colruyt.be

We must be in possession of new bar codes BEFORE the first delivery (purchase administration department)

3) Physical characteristics:

- The goods always have to be stacked on:
 - either marked euro pallets
 - or marked CHEP pallets of 0.80 m x 1.20 m (collection system)
 - or marked CHEP pallets of 1.00 m x 1.20 m (collection system)
 - or marked LPR pallets of 0.80 m x 1.20 m (collection system)
 - or marked LPR Pallet boards of 1.00 m x 1.20 m (collection system)
 - or marked IPP/Logipal pallets of 0.80 m x 1.20 m (collection system)
 - or marked IPP/Logipal pallets of 1.00 m x 1.20 m (collection system)

All these **pallets** are exchanged at each delivery, unless you are participating in an existing collection system. If you refuse to exchange pallets, this will be notified on the Spar-bon form and afterwards it will not be possible to claim the pallets that were not exchanged.

- Goods / boxes must be stacked adequately and in a stable way within the pallet edges in order to prevent damage. We always reserve the right to refuse **broken, disposable and badly stacked** pallets. In any case, extra costs incurred by Retail Partners Colruyt Group can be invoiced to you.
- **Maximum pallet stacking height:** 1.85 m (pallet included).
- **1 reference number per pallet.** If nonetheless there are different references on the same pallet, they have to be clearly separated by means of a partition pallet. If there are EPS crates, they can be sorted per stack. If this is not respected, the costs of restacking will also be invoiced.
- The temperature of **refrigerated** products will always be checked in the reception area. For fresh products, this depends on the standards requested, agreed on with our purchasing service.
- If you deliver goods with a **best before date** (BBD), we ask you to observe the minimum period of freshness of the product as agreed with our purchasing department. The reception workers will always check this and whether the FIFO of the delivered products is complied with. The best before date of the delivered goods cannot be older than an earlier delivery.
We also accept no more than 2 different best before dates in the same delivery. Articles with different best before dates cannot be stacked onto 1 pallet.
- All the goods are **checked** in our receptions in the presence of the driver, and they are refused in case of non-conformity. Damaged or opened cartons will be refused immediately. Please make sure to tell your carrier. For goods that need to be **returned**, our Central Stock Management department will keep you informed so that you can pick them up soon as possible.
- The maximum allowed weight of a pack is 15 kg.

4) Agreements regarding a smooth and positive collaboration:

The following agreements apply for **all persons** present on the Retail Partners Colruyt Group site.

If everyone complies with the agreements, everyone will be able to do their job smoothly and in a pleasant work environment. We expect everyone to comply with the agreements to be able to guarantee a positive collaboration between all parties.

- We talk with each other in a **friendly** and **respectful** manner. Positive communication is the only way to allow all parties to do their job smoothly.
- To enter our site, the driver/carrier has to report to the gatekeeper's office with the **L number**. He **waits in the truck** on the waiting strips provided for that purpose. The driver will receive a **text message** mentioning the gate number. Drivers who arrive and cannot unload straight away, receive an indication of the waiting time to be expected. Our reception workers are present during opening hours to give correct instructions in a friendly way.
- Together, we keep the **workplaces clean** to allow everyone to work in a clean work environment. Toilets, reception stations, loading docks, etc. are always left clean and orderly. Waste is deposited in the proper rubbish bin.
- In the context of safety, we ask you to notify your driver(s) and/or carrier that **hi-vis vests and safety shoes** are mandatory when entering the site as soon as they leave the truck, and while using a pallet truck in our reception areas. Using a pallet truck with tray is prohibited.

APPENDIX 3: INVOICING TERMS

These terms and conditions apply to all goods delivered to the warehouse in Mechelen.

Warehouse: RPCG Mechelen

Address: Retail Partners Colruyt Group
De Regenboog 8
2800 MECHELEN

We kindly request you to adhere to the following instructions as of today.

1. **The invoice must meet all applicable legal requirements** (cf. below). Otherwise, Retail Partners Colruyt Group reserves the right to refuse them. The invoice must be drawn up AFTER the full delivery of the order.

- **Date** on which the invoice is issued;
- **Serial number** on the original as well as on the duplicate of the invoice;
- **Name, address, VAT number** of the supplier;
- **Name, address, VAT number** of the customer;

Retail Partners Colruyt Group
Att. invoice control

Edingensesteenweg 196

1500 HALLE

BE 0413.970.957

- **Date** of the delivery or service;
- **Description** of action and quantity;
- **Standard of levy and unit price**;
- **VAT rate and total VAT amount**;
- Possibly **reference** to the **VAT legislation**

2. **On each invoice, our reference (POF number)** of the order must be mentioned preceded by "your ref:". You can find this reference on our order.

3. **Depending on the country where your company is established, we accept structured e-invoices or PDF documents, under the following conditions:**

- For Belgian companies: structured e-invoices are mandatory. We accept e-invoices via the Peppol network. As of January 1, 2026, it will be legally

required to exchange B2B invoices between VAT-registered companies in Belgium electronically, according to the European standard EN 16931.

- For non-Belgian companies: we accept electronic invoices in PDF format (you are still free to send them as e-invoices as well).

PDFs must be sent to invoicecontrol@retailpartnerscolruytgroup.be

and must meet the following conditions:

- The invoice or credit note is in PDF format with a minimum resolution of 300 dpi.
 - The PDF contains only one invoice or credit note.
 - The PDF must not be secured, and the following permissions must be allowed: content copying, content copying for accessibility, page extraction, and document assembly.
 - The email itself contains no message, as it is processed automatically.
 - Any comments or attachments to the invoice/credit note must be included in the PDF itself.
 - The email may not contain any attachments other than the PDF invoice or credit note.
 - The total size of the attachment may not exceed 10 MB.
4. **Important: For each invoice or credit note**, send us only one copy, either digitally (PDF or e-invoice) or by post if digital sending is not possible.
 5. **Please mention your supplier number** on all invoices and on any other correspondence with us.
 6. **FOR EACH DELIVERY we ask for 1 clear document** called **dispatch note** or **delivery note**, as well as **1 invoice** that unambiguously refers to this dispatch or delivery note.
 7. **Foreign suppliers**: please also mention Intrastat code + volume (kg, litre, code)
 8. **Please also mention our article number for every reference supplied.**
 9. We kindly invite you to send **all other documents (reminders, etc.) and requests** concerning invoices or payments to our general address factuurcontrole@retailpartnerscolruytgroup.be.

We cannot be held responsible for late payment as a result of these instructions not being followed.

APPENDIX 4: INVOICING TERMS DIRECT DELIVERIES

These terms apply to all deliveries made directly to a Spar shop.

From 1 January 2026, B2B invoices to and from Belgian companies must be sent via UBL (Universal Business Language = standard language for e-invoicing) over the PEPPOL network (<https://efactuur.belgium.be/>).

For all our **administrative suppliers** (= suppliers who deliver directly to our Spar independent entrepreneurs but send an invoice to RPCG) - including foreign suppliers - the UBL must meet some additional conditions so that RPCG can process these invoices. These additional conditions are:

- Include the sales order reference of the independent entrepreneur
 - UBL field: BT-14 (<SalesOrderID:>)
 - UBL field: BT-16 (DespatchDocumentReference). If the customer cannot link the delivery note based on the sales order reference that is included, the delivery note number must also be provided.
- Include the sales order reference of the independent entrepreneur
- 1 UBL message per sales order reference
 - We expect an UBL invoice per sales order reference from an independent entrepreneur.
- Enclose customer number (as known within RPCG) **or** GLN number of the independent entrepreneur or VAT number
 - UBL field BT-71: FKE_customer number (= RPCG's internal customer number preceded by 'FKE_') **or** GLN number **or** VAT number
 - UBL field BT-71-1: Identifier '0193' for FKE_customer number **or** '0088' for GLN number.
 - For VAT number, there is no specific identifier, so this field must be left blank in the case of a VAT number in BT-71
- Please include the delivery address
 - UBL field BT-75-1: Street name + number
 - UBL field BT-77-1: City
 - UBL field BT-78-1: Postal code
- Include the item names of the delivered articles:
 - UBL field BT-153: item name

- Include a fixed PO reference (unique per supplier, ask your contact)
 - UBL field BT-13