

versions of the Official price list. Individual products prices already included in the list shall not be increased, unless otherwise agreed in the framework contract. If this is not the case, the contracting authority may refuse to apply the proposed update. the contracting authority will then continue to benefit from the prices of the last accepted version of the Official price list.

- IV.1.4.7. When the contracting authority's acceptance of the update of the Official price list has been communicated to the contractor by a Means of communication the new prices will be immediately applicable to all orders placed by the contracting authority on and from the day following such a communication.
- IV.1.4.8. The Constant discount rate(s) must be applied to clearly defined groups of Products and/or Services.
- IV.1.4.9. The Constant discount(s) fixed in the framework contract are applicable to all the accepted updates of the Official price list.
- IV.1.4.10. The present Article does not prevent the Parties agreeing on a higher percentage for the Constant discount(s) by Amendment.

IV.1.5. Particularities for Invoicing of Information Technology Contracts

- IV.1.5.1. The invoices are to be sent to the address stated in Article 7 of the Special Conditions. The payment period shall not be binding on the contracting authority if any invoice is sent to a different address. An invoice should be submitted not later than six (6) months after delivery of the Consignment note, or, where applicable, the Certificate of Conformity. In accordance with Article II.14 of the General Conditions, the contractor will be liable to liquidated damages in the case of invoices submitted out of time.

IV.1.5.2. *Products*

Purchases shall be invoiced when the relevant Consignment note, or, where applicable, the Certificate of Conformity has been signed.

Invoices in respect of rental, leasing and maintenance shall be submitted quarterly unless otherwise provided for in the framework contract. The first invoice in respect of rented or leased Products shall cover the period from the date of signature of the Consignment note, or, where applicable, the Certificate of Conformity of the Products, or, as regards maintenance, from expiry of the guarantee, to the last day of the current calendar quarter.

IV.1.5.3. *Software*

One-off licence fees shall be invoiced when the relevant Consignment note, or, where applicable, the Certificate of Conformity has been signed.

Yearly licence fees and maintenance fees may be invoiced per calendar year and in advance for the whole year. The first invoice shall cover the period from the date of signature of the Consignment note, or, where applicable, the Certificate of Conformity of the Software, or, as regards maintenance, from expiry of the guarantee, to the end of the current calendar year.

IV.1.5.4. *Services*

Invoices in respect of Services consisting in a single performance, for example the provision