



Waldstetten, 08.06.2020

## **General terms and conditions of sale**

### **1. GENERAL**

The present terms and conditions govern the sale of Seller's goods. Unless otherwise specified on Seller's order confirmation, in written, all other terms and conditions expressed or implied, are excluded. Seller's commitment shall become effective only upon Buyer's receipt of Seller's written acknowledgement order and/or invoice, whichever occurs first. Without any modification of the acknowledgement order within 2 working days, it is considered as accepted. In any case, payment of the invoice by Buyer, shall constitute acceptance of Seller's sale conditions.

The present general sales terms and conditions are made in German, French, English and Russian. In the event of discrepancy between these versions, the German language version only shall prevail.

### **2. PRICES**

Unless otherwise stated on Seller's order, prices are net prices and exclusive of sales tax and all other duties, fees, freight charges or taxes.

By ordering of items for total value of less than 500€ net, additional administrative fees in value of 50€ net will be invoiced.

If a certificate of origin and / or other documents (if so available) are additionally requested by the buyer, a minimum of 50 € will be charged or depending on the scope of the order, depending on the effort. In case of an order, this must be indicated by the buyer in the order.

### **3. PAYMENT**

Payment of Seller's invoice has to be performed in accordance with conditions stated on Seller's order confirmation and/or on the Seller's invoice. All sums due to Seller have to be paid without discount in the currency and to the address stated on Seller's order confirmation and/or on the Seller's invoice.

Payment is only deemed to have been made when arrived on Seller's bank account. Any sum due to



Seller under the contract which is not paid on the date specified here before shall be increased, without the necessity of any reminder to a monthly interest rate of 1,5 %, calculated on the amount due. In the event the Buyer fails to fulfil the payment terms, as defined hereby, Seller may in his sole discretion, either demand payment of all outstanding amounts whether due or not, and/or cancel any or all outstanding orders and decline to make further deliveries except upon receipt of cash or any satisfactory security. In the event of a default in payment of a debtor, sums due which have been recovered by contentious legal action, shall be increased, in addition to the penalties, by a fixed indemnity equal to 20 % of the total amount. According to the Law n° 80-335 of the 12th of May 1980, in the event of a liquidation, Seller shall have the right to retrieve goods or have them retrieved following a simple bailiff notification without any other proceeding.

#### **4. DELIVERY**

Unless otherwise stated on Seller's order confirmation and/or on the Seller's invoice, delivery or dispatch dates indicated by Seller are not guaranteed. Possible delays do not authorise the Buyer to cancel the sale, to refuse the good or to request any compensation. No order shall be cancelled, whether partially or totally, when being executed.

Delivery shall be made to the place(s) and by the method(s) specified on Seller's order confirmation and/or on the Seller's invoice. Buyer is responsible for unloading. Buyer shall be responsible for all storage and other costs relating to Buyer's failure to comply with the contract. Buyer shall promptly supply all information and assistance required for Seller to execute Buyer's order. Seller reserves the right to select the mode of transportation and the carriers to the place of delivery. Buyer shall bear the cost of special transportation arrangements so requested by him. Buyer's or its carrier's receipt shall be conclusive evidence of delivery.

#### **5. RISK**

Risk of loss of or damage to the goods sold hereby shall be transferred in accordance with Incoterms ICC 2010. After transfer of risk from seller to buyer, all material will at all times be at Buyer's risk, and Seller shall not be liable for loss or damage thereto.



## **6. FORCE MAJEURE**

Seller shall not be liable for any failure to comply with the contract related to any circumstances whatever which are beyond Seller's reasonable control and which prevent or restrict Seller from complying with the contract. It is expressly understood between parties that the following events are non-limitative examples of FORCE MAJEURE: fire, explosion, accident, flood, labor trouble or shortage, war, inability to obtain suitable material, equipment, fuel, power or transportation, supplier's bankruptcy or natural catastrophe or arising from contingencies.

## **7. CLAIMS**

Claims of Buyer upon delivery shall be made in written within 5 calendar days after the receipt date. Otherwise, „VIK-COMPOSITE“ GmbH shall not give rise to any claim. No goods shall be accepted without prior agreement.

## **8. SELLERS WARRANTY**

Seller expressly warrants to Buyer that all goods sold to Buyer shall be free from material defects in workmanship. This express warranty shall apply only in the event that Buyer provides Seller with a full description of the basis for all claims for alleged material defects in workmanship or if the products fail to comply in quantity with Seller's warranty, in writing within 15 days after Buyer learns or reasonably should have learned of such material defects and, in any case, before the earlier of:

- 180 calendar days from the date of delivery,
- 15 calendar days after the products have been used or put into process.

Buyer shall also provide Seller with a reasonable opportunity to investigate any claim for defective goods, or this express warranty shall be deemed to have been waived by Buyer. Products which are alleged to be defected shall as far as possible be preserved for inspection by Seller and if replaced or if a refund is made shall be returned to Seller (at Seller's cost) if Seller reasonably so requests.

The warranty against any material defects, except for impacts, consists and is limited on simply exchanging defective goods (in the form originally shipped) or, at the Seller's sole option, to the repayment of, or crediting Buyer with an amount equal to the purchase price ex-work and ex-VAT. All



warranty shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper installation or maintenance, or goods altered or repaired by anyone other than Seller or its authorized representative. „VIK-COMPOSITE“ GmbH cannot be held responsible for any type of corporal or material damage which could be due to neglect, production misadjustment or misuse. We recommend that users should, at first, check that the product is perfectly adapted to its intended use by performing preliminary tests if required.

The Seller's warranty does not apply to seconds, remainder stock or samples or to goods sold as obsolete or substandard.

No agent, employee, or representative of Seller has any authority to bind Seller to any representation, affirmation, concerning the warranty for goods and any such representation, affirmation shall not be deemed to have become a part of the basis of the sales contract and shall be unenforceable. Only products sold directly by „VIK-COMPOSITE“ GmbH or through an authorised „VIK-COMPOSITE“ distributor are covered by the present limited warranty.

## **9. ORDER TRANSFER / ASSIGNMENT**

Orders are not assignable or transferable by Buyer, in whole or in part, unless previously approved by Seller in writing. Orders are transferable by Seller, in whole or in part, without Buyer's approval.

## **10. TERMINATION AND SUSPENSION**

Seller may (without prejudice to its other rights or remedies), terminate or suspend Seller's performance of the whole or any outstanding part of the contract if:

- a) Buyer fails to take delivery of or to pay for the products on the date required on Seller's order or breaches any other term of the contract;
- b) Buyer becomes bankrupt or insolvent or if a receiver or encumbrance takes possession of any material part of Buyer's assets, or Buyer suffers any foreign equivalent of the foregoing;
- c) Seller has reasonable grounds for suspecting that an event in Clause 10.b) has occurred or will occur or that Buyer will not pay for the products on the due date and so notifies the Buyer.

## **11. LAW**

These terms and conditions shall be subject to laws of Germany. The courts of the place of business



of the Seller or, at the Seller's option, the courts of any place of business of the Buyer, shall have jurisdiction for any litigation which may arise within the framework of the present contract.

## **12. PROTECTION OF PERSONAL DATA**

(1) Should personal data (e.g. name, address, e-mail address) be collected, we undertake to obtain your prior consent. We undertake not to pass on any data to third parties unless you have given your prior consent.

(2) We would like to point out that the transmission of data on the Internet (e.g. by e-mail) can have security gaps. Accordingly, an error-free and trouble-free protection of third party data cannot be fully guaranteed. In this respect, our liability is excluded.

(3) Third parties are not entitled to use contact data for commercial activities, as long as the provider has given the persons concerned prior written consent.

(4) You have the right at any time to receive complete and free information from "VIK-COMPOSITE" GmbH about the data concerning you.

(5) Furthermore, the user has the right to rectification/deletion of data/restrictions on processing.

## **13. IMPORTANT INFORMATION**

Technical data sheets of „VIK-COMPOSITE“ products are available on the website [www.vik-composite.com](http://www.vik-composite.com) or can be obtained from your usual „VIK-COMPOSITE“ sales manager.

Certain products are subject to Material Safety Data Sheets which are available on our website [www.vik-composite.com](http://www.vik-composite.com) or can be obtained from your usual „VIK-COMPOSITE“ sales manager.

## **14. RESERVATION OF TITLE**

The delivered goods remain our property up to the entire payment of all demands from the supply agreement. Buyer agrees to apply this clause and Parties agree that the Purchaser shall be responsible for fulfilling insurance obligations upon transfer of title.