



## 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 order confirmation 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 and English. In the event of discrepancy between these versions, the German language version only shall prevail.

## 2. PRICES

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

For orders with a net value less than 500,00€, there will be an additional administrative fee of 50,00€ net invoiced. If a certificate of origin and / or other documents (if so available) are additionally requested by the buyer, a minimum of 50,00 € will be charged. The fee may vary based on the complexity and scope of the order. Extra document requirements should be negotiated in advance and indicated when placing 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 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. If a debtor defaults on payment, any sums recovered through legal action will be subject to a fixed indemnity equal to 20% of the total amount, in addition to any penalties.

In the event of 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 authorize 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 or damage to the goods sold hereby shall be transferred in accordance with Incoterms 2020. After transfer of risk from seller to buyer, the responsibility for the goods will always be with the buyer, 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, pandemic, 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. Failure to do so will result in "VIK-COMPOSITE" GmbH not accepting any claims. No claims shall be accepted without prior agreement.

## 8. SELLERS WARRANTY

Only products sold directly from Seller or through Sellers authorized Distributor are covered by this limited warranty. Seller warrants, for a period of 180 days from the date of original delivery, and only to the original purchaser, that all goods sold to buyer shall be free from material defects in seller's workmanship. Goods are sold "as is", and seller makes no other warranty, either expressed or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose.



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 defective 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 if Seller reasonably so requests. Goods shall not be returned to seller without Seller's permission.

If it is proven to Seller's reasonable satisfaction that the products fail materially to comply with Seller's Warranty, or with Seller's order confirmation, Seller shall be given a reasonable opportunity to correct such failure and if Seller does not or is unable to do so, Seller will, at his sole option, replace the products or refund the price paid by Buyer (or if the products have depreciated for reasons other than Seller's default or have been used or put into process a reasonable part of the price).

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 authorized „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) We undertake not to pass on any personal data (e.g. name, address, e-mail address) to third parties unless you have given your prior consent.

(2) 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 „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 „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.