



1. **SCOPE.** These General Terms and Conditions of Sale ("GTC") apply exclusively to all business relationships between VIK-COMPOSITE GmbH (hereinafter "Seller") and customers (hereinafter "Buyer") concerning the sale of goods. Any terms and conditions of the Buyer that contradict or deviate from these GTC are hereby expressly rejected and shall not become part of the contract, even if Seller does not expressly object to them. These GTC apply even if Seller unconditionally performs delivery while being aware of conflicting or deviating terms of the Buyer. A contract is concluded upon Seller's written order confirmation or invoice, whichever occurs first. Buyer acceptance is deemed if no written objection received within 2 business days post-confirmation. In absence of confirmation, commencement of delivery or services constitutes contract conclusion. Oral agreements, amendments, or supplements to these GTC require written confirmation by Seller to be valid.
2. **PRICES.** All prices are quoted net ex-works (EXW Schwäbisch Gmünd, Incoterms 2020), unless otherwise agreed in writing. Prices exclude value-added tax (VAT), customs duties, freight charges, packaging, insurance, and any other ancillary costs. For orders with a net value less than 500,00 € additional administrative fee of 50,00€ net is invoiced. Certificates of origin, test certificates, FTA declarations, and similar documentation requested by Buyer shall incur a minimum fee of €50.00 per document, unless otherwise agreed. Extra document requirements should be negotiated in advance and indicated when placing the order. Prices are subject to change without notice for orders not yet confirmed in writing. If material costs, wages, or other cost factors increase significantly between order confirmation and delivery, Seller reserves the right to adjust prices accordingly.
3. **PAYMENT TERMS.** Payment of Seller's invoice has to be performed in accordance with conditions stated on Seller's order confirmation and/or 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 invoice. Payment is only deemed to have been made when arrived on Seller's bank account. The Buyer covers all bank charges on transaction for the full invoice (proforma) amount. The invoice remains unpaid until the full amount is received. In case of late payment, Seller is entitled to charge default interest at a rate of 1.5% per month from the due date. Additionally, a flat fee of €40.00 for recovery costs shall be charged per overdue invoice, without prejudice to Seller's right to claim higher actual damages. Seller reserves the right to suspend further deliveries or cancel outstanding orders if payment is overdue. In case of Buyer's payment default, insolvency, or justified concerns about Buyer's creditworthiness, Seller may demand advance payment or security for all outstanding and future deliveries, and may reclaim delivered goods. Upon Buyer's insolvency or liquidation, Seller may reclaim reserved goods after written demand. Buyer surrenders immediately without Seller bearing costs. Processed goods: Seller entitled to segregation value. Set-off only for undisputed / res judicata claims. Retention solely for same-contract counterclaims. Seller retains full set-off rights.
4. **DELIVERY AND RISK TRANSFER.** Delivery dates and periods stated by Seller are approximate unless expressly confirmed in writing as binding. Seller shall make reasonable efforts to meet stated delivery dates but does not guarantee adherence to non-binding delivery schedules. Delays in delivery caused by force majeure, labor disputes, operational disruptions, supply shortages, government actions, or other circumstances beyond Seller's reasonable control shall not entitle Buyer to cancellation or compensation claims. Delivery dates shall be extended accordingly. Partial deliveries are permitted and constitute separate transactions unless otherwise agreed. The risk of loss or damage passes to Buyer upon transfer of goods to the carrier or freight forwarder, but no later than when goods leave Seller's warehouse (EXW Incoterms 2020), even if freight is paid by Seller. If shipment is delayed due to circumstances for which Buyer is responsible, risk passes to Buyer on the date of notification of readiness for dispatch. Buyer is responsible for unloading goods and arranging transport insurance. Seller is not obliged to insure shipments unless expressly instructed and prepaid by Buyer.
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 disputes 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. "Material defect" means a defect substantially impairing the functional usability of the product compared to the agreed specification. Good 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 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 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. Buyer's obligation to test suitability: consumables and related products vary in properties and performance depending on application conditions. Buyer is solely responsible for conducting preliminary tests to verify the suitability, compatibility, and fitness of goods for Buyer's specific intended use, production process, and end product. Seller provides technical data for guidance only and makes no warranty regarding fitness for any particular purpose. The data listed in the technical data sheets represent average values, standard tolerance of $\pm 15\%$ applies to all values indicated in the TDS. Hazardous materials notice: certain products may contain hazardous substances. Buyer must consult the Safety Data Sheets (SDS) and comply with all applicable occupational health, safety, and environmental regulations. Buyer must verify compliance with applicable regulations, including REACH, RoHS, and other substance restrictions. Seller is not liable for defects, failures, or non-compliance in Buyer's end products or downstream applications, including but not limited to laminate failures, delamination, voids, surface defects, or mechanical property deviations resulting from Buyer's processing methods. Warranty claims do not suspend Buyer's payment obligations. 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. To the fullest extent allowed by law, VIK-COMPOSITE GmbH shall not be liable in contract or in tort (irrespective of any negligence or other act, default or omission or VIK-COMPOSITE GmbH or its employees or agents) for any general, consequential, punitive, exemplary, direct, indirect, special, collateral or incidental damages, including without limitation, any damages for loss of use, loss of profits, diminution of market value, consequential damage or loss, installation costs or labor, directly or indirectly arising from the sale, handling or use of the product (whether used singly or in combination with other products) or from any other cause relating thereto. VIK-COMPOSITE GmbH assumes no responsibility for the performance of any VIK-COMPOSITE GmbH products for any particular use. In any case, the company's liability is expressly limited to the replacement (in the form originally shipped) of products not complying with this express warranty or, at VIK-COMPOSITE GmbH sole option, to the repayment of, or crediting the client with an amount equal to the purchase price of such products ex-work and ex-VAT (or if the products have depreciated for reasons other than VIK-COMPOSITE GmbH's default or have been used or put into process, to a reasonable part of the price), whether such claims are for breach of warranty or negligence.
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. Upon termination, all outstanding claims become immediately due and payable.
11. **INTELLECTUAL PROPERTY AND EXPORT CONTROLS.** All technical documentation, drawings, designs, specifications, and other intellectual property provided by Seller remain Seller's exclusive property and may not be reproduced, disclosed to third parties, or used for purposes other than the intended transaction without Seller's prior written consent. Certain materials may be subject to dual-use export controls under EU Regulation 2021/821, German Foreign Trade Ordinance (AWV), or other applicable laws. Buyer is solely responsible for obtaining necessary export licenses and ensuring compliance with all applicable export control, sanctions, and customs regulations. Seller is not liable for delays or non-delivery due to export restrictions.
12. **DATA PROTECTION (GENERAL DATA PROTECTION REGULATION COMPLIANCE).** Seller processes personal data of Buyer's representatives (e.g., name, contact details, billing information) for the purpose of order processing, contract fulfillment, accounting, and customer relationship management in accordance with Regulation (EU) 2016/679 (GDPR). Legal basis for processing is contract performance and legitimate interest. Data is stored for the duration of the business relationship and retained for statutory retention. Data subjects have the right to access, rectification, erasure, restriction of processing, data portability, and objection. Requests may be directed to sales@vik-composite.com. Complaints may be filed with the competent data protection authority.
13. **GOVERNING LAW AND JURISDICTION.** These GTC and all legal relationships between Seller and Buyer are governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the registered seat of Seller (Schwäbisch Gmünd, Germany), provided Buyer is a merchant, legal entity under public law, or public special fund. Seller may also bring claims in Buyer's general place of jurisdiction. 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.
14. **MISCELLANEOUS.** Amendments, supplements, or side agreements to these GTC or individual contracts require written form to be effective. This also applies to any waiver of the written form requirement itself. Electronic communication (email) satisfies the written form requirement if parties have agreed to it in advance. Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely approximates the economic purpose of the invalid provision. Seller reserves the right to amend these GTC with reasonable notice.