

General Terms and Conditions of Sale (GTCs) - ViscoTec Nordic ApS

(Valid for sales in Denmark, Sweden, Norway, Finland, Iceland, Estonia, Latvia, Lithuania)

1. Scope

1.1 These General Terms and Conditions of Sale ("GTCs") apply to all present and future sales contracts and deliveries concluded between ViscoTec Nordic ApS ("Supplier") and business customers ("Buyer").

1.2 These GTCs apply exclusively. Buyer's general terms and conditions shall not apply, even if not expressly rejected by Supplier.

1.3 Deviations, amendments or supplements are valid only if confirmed in writing by Supplier.

2. Offers and Orders

2.1 Supplier's quotations are non-binding. A contract is concluded only upon written order confirmation from Supplier.

2.2 Oral agreements or commitments require written confirmation by Supplier to be valid.

2.3 Supplier reserves the right to make reasonable technical modifications to products, provided they do not adversely affect functionality or agreed performance.

3. Prices and Payment

3.1 Unless otherwise agreed, prices are Ex Works (EXW, Incoterms® 2020) Supplier's warehouse, exclusive of VAT, duties, freight, packaging, and insurance.

3.2 Payment is due within 30 days from the invoice date without deduction.

3.3 In case of late payment, statutory interest pursuant to the Danish Interest Act shall apply. Supplier may suspend further deliveries until full payment is received.

3.4 Buyer may only set off against undisputed or legally established claims.

4. Delivery and Transfer of Risk

4.1 Delivery dates are indicative unless expressly agreed as binding.

4.2 Supplier is entitled to make partial deliveries if reasonable for the Buyer.

4.3 Risk of accidental loss or damage passes to Buyer upon delivery according to the agreed Incoterm. If no Incoterm is agreed, risk passes upon handover to the first carrier.

4.4 In cases of force majeure (including natural disasters, strikes, shortages of materials or energy, pandemics, war, or governmental restrictions), Supplier shall be released from its delivery obligations for the duration and scope of the disruption.

5. Retention of Title

5.1 Delivered goods remain the property of Supplier until full payment of the purchase price has been received.

5.2 Until transfer of ownership, Buyer shall handle the goods with care, insure them adequately, and may not pledge or assign them as security.

6. Warranty and Claims for Defects

6.1 Supplier warrants that delivered goods conform to the agreed specification and are free from material defects for a period of 12 months from delivery.

6.2 Buyer must inspect goods promptly upon delivery and notify Supplier of any defects in writing within 10 work days after receipt of the goods. Hidden defects must be reported immediately after discovery.

6.3 In case of a justified defect claim, Supplier may at its discretion repair or replace the defective goods or refund the purchase price.

6.4 Warranty claims are excluded if goods have been improperly installed, operated, or modified by Buyer or third parties without Supplier's prior written consent.

7. Liability

7.1 Supplier's liability is limited to intent and gross negligence. For ordinary negligence, liability is limited to foreseeable damages typical of the contract.

7.2 Supplier shall not be liable for indirect, incidental, or consequential damages, including lost profits, unless caused by intent or gross negligence.

7.3 Nothing in these GTCs shall exclude or limit liability for death or personal injury caused by negligence, fraud, or mandatory liability under applicable law (including product liability under EU and Danish law).

8. Data Protection

8.1 Supplier processes personal data in compliance with the General Data Protection Regulation (GDPR) and applicable Danish data protection laws.

8.2 Buyer confirms that it will ensure lawful transfer of any personal data to Supplier for contract performance.

9. Governing Law and Jurisdiction

9.1 These GTCs and all contracts concluded hereunder shall be governed by Danish law, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

9.2 The exclusive place of jurisdiction for all disputes arising from or in connection with these GTCs shall be the City Court of Copenhagen, Denmark.

10. Miscellaneous

10.1 If any provision of these GTCs is or becomes invalid, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the intended economic purpose.

10.2 These GTCs are made in English. In case of discrepancies between different language versions, the English version shall prevail.