viroc

General Terms and Conditions of Sale

1. General Provisions

1.1. These General Terms and Conditions of Sale (GTCS) apply to all sales of products made by VIROC Portugal, unless otherwise agreed in writing.
1.2. By placing an order, the customer declares that they have read, understood and fully accepted these GTCS.

2. Orders

2.1. Orders must be placed in writing (email, online system or any other agreed means).
2.2. Acceptance of the order is subject to written confirmation by VIROC Portugal.
2.3. Changes or cancellations of orders shall only be accepted with written approval and may be subject to costs already incurred, including production, logistics and administrative costs.
2.4. Orders for customised products cannot be cancelled once production has started.

3. Prices

3.1. All prices are expressed in EUR and exclude taxes, unless otherwise stated.
3.2. Prices are valid only for the agreed quantities and delivery deadlines.
3.3. VIROC Portugal may revise prices after order confirmation only in the event of exceptional and unforeseeable cost increases (namely raw materials, energy, transport or exchange rates), duly evidenced.
3.4. If the customer does not accept the price revision communicated under the previous clause, either party may cancel the order without penalty or additional liability.

4. Payment Terms

4.1. Payment shall be made under the agreed conditions.
4.2. Failure to pay within the agreed deadlines may result in:

- Suspension of future deliveries;
- Late payment interest at the legal rate in force;
- Charging of administrative and legal costs arising from i) notification of credit extensions to the insurer and ii) initiation of debt collection proceedings through a credit insurer;

5. Delivery and Transport

5.1. Delivery times are indicative and non-binding, unless expressly agreed otherwise in contract.
5.2. Delivery shall take place EXW (Incoterms® 2020), unless otherwise agreed in writing.
5.3. The risk of loss or damage transfers to the customer when the goods are made available to the carrier.
5.4. Visible damage must be reported immediately upon receipt, with a note recorded on the proof of delivery; otherwise, subsequent claims may not be accepted.

6. Claims and Warranty

6.1. Products are supplied in accordance with applicable standards and the technical specifications provided. The supplied products are subject to the usual technical tolerances and variations of the sector, namely in dimensions, colour, texture and material behaviour.

6.2. Viroc panels must be stored indoors, protected from sunlight, with controlled temperature and humidity, and supported on a flat and horizontal base. VIROC Portugal shall not be responsible for improper storage of Viroc panels.
6.3. Claims relating to apparent defects must be submitted in writing within a maximum period of 7 working days after receipt. Hidden defects must be reported within a maximum period of 30 days after their detection.
6.4. No claims shall be accepted after transformation or use of the product.
6.5. VIROC Portugal shall not be liable for any indirect damages, including but not limited to loss of profits, production losses, loss of contracts or business interruption.
In any case, VIROC's Portugal total liability shall be limited to the value of the supplied products giving rise to the claim.

7. Retention of Title

7.1. Ownership of the sold products shall remain with VIROC Portugal until full payment of all amounts due has been made.
7.2. All technical documents, drawings, specifications and information supplied by VIROC Portugal remain its property and may not be reproduced or used without prior authorisation.

8. Force Majeure

8.1. VIROC Portugal shall not be liable for delays or failures in the performance of obligations arising from events beyond its control, including strikes, natural disasters, pandemics, governmental acts, shortages of raw materials, interruptions in energy supply, logistical disruptions, among others.

9. Product Use

9.1 The customer is responsible for the proper use and processing of the product in accordance with its technical characteristics and the recommendations provided.
9.2 VIROC Portugal shall not be liable for improper use of the product or use outside the recommended scope.

10. Jurisdiction and Governing Law

10.1. Any dispute shall be settled by the courts of the Lisbon district, with express waiver of any other jurisdiction, however privileged.
10.2. Portuguese law shall apply.
10.3. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.