

Sales and Delivery Conditions

Purchase order

These conditions of sale and delivery shall apply unless otherwise exceptionally agreed and confirmed in writing for an individual specific case. Alternative contractual conditions set down by the purchaser shall not be binding on us unless exceptionally agreed to and confirmed in writing by us.

All quotations set out in our offers and price lists shall be understood to be unconditional and shall only become binding on us up to the expiry of the term that we have specified for the acceptance of the contract.

We can not accept responsibility for any damage or loss to drawings, samples, models, etc. provided by the purchaser with the exception of such damage or loss caused through malice or gross negligence.

Any technical documentation and samples produced by us shall remain our property and shall not be reproduced or be made available to a third party. These items, together with the offer shall be treated in confidence. Should an associated order not ensue we reserve the right to request the return of all relevant material.

Prices

Our prices are based on raw material costs and wage rates valid at the time. We reserve the right to take changes in costs expressly into account up to the time of delivery. Unless stated otherwise, all our prices are always quoted as being without packaging, ex-works.

Payment conditions

- a) 30 days from date of invoice without any deduction
- b) Pre-payment
- c) Against irrevocable letter of credit, confirmed by the UBS AB, Oerlikon branch, 8050 Zurich, Switzerland, payable 30 days from the date of confirmation of delivery by the forwarding agency. All bank charges abroad shall be absorbed by the purchaser. Letter of credit validity: 8 weeks from date of delivery

Retention of title

The supplier shall remain the property owner of the whole delivery until such times as payments have been made in full by the customer as set down in the purchase agreement. Straub shall be empowered by the customer, through the successful conclusion of the contract and at the customer's cost, to record ownership of the goods purchased in official registers, ledgers or similar in cognizance of applicable local law.

Delivery terms

Our information concerning delivery terms is calculated from the date of written confirmation of order or from receipt of pre-payment or from confirmation of the letter of credit, alternatively starting with the finalisation of the contract though not before receipt of the necessary documentation from the customer. Every endeavour will be made to keep to the delivery terms quoted although they shall not be considered legally binding.

Delivery

A portion of our products are delivered packed only in standard boxes. Our customers shall therefore be obliged to accept any resultant tolerance on quantities. As a manufacturing undertaking we cannot accept the return or consider the exchange of over- or wrongly-ordered goods. Should a minimum quantity be absolutely necessary then this is to be noted specially on the purchase order.

Transfer of usage and risk

Shipment of the goods shall be at the expense and risk of the purchaser. Said shipment shall be at the expense and risk of whomsoever places the order when we take care of the transport arrangements.

Insurance

Arrangements for any legally required public liability and material insurance in the country of destination for our products shall be the concern of the client. We explicitly cannot accept any responsibility for failure to make the necessary arrangements for such insurance protection.

Tools

Through the payment of partial costs for tools, the customer shall acquire the exclusive right to the parts produced therewith although having no claim to the tools themselves; they remain the property and in possession of the supplier (see also our special conditions concerning this matter).

Tool replacements and modification shall be at the customer's expense. We shall be free to dispose of the tools as we see fit in the event of no follow-up order within a period of (5) five years.

Checking and acceptance of the delivery

The customer shall promptly check the delivery upon receipt and notify us in writing of any shortcomings within a period of 8 (eight) days. Failure to do so shall be taken to mean that the delivery is accepted.

Guarantee

Straub couplings and components thereof that exhibit constructional or material faults will be replaced free-of-charge or be credited to the customer during a period of 5 (five) years (STRAUB-CLAMP one year) reckoned from the date of dispatch from the factory. Should a complaint concerning our products arise for the specified reasons within the guarantee period, they shall be returned to our factory in 7323 Wangs/SG, Switzerland where they can be examined. Replacement of a faulty coupling or component part thereof shall only take place following the report from our testing department, which shall be final and incontestable. Our guarantee warranty shall not apply to couplings that have been installed without due observance of our assembly instructions. This shall also apply even in the face of contrary purchase conditions on the part of the customer.

Liability

We shall only be held liable within the limits of the legally binding requirements for damage that is not covered by the guarantee conditions, especially for consequential damage resulting from defects concerning faulty construction or the defective function of pressed and spring parts or assembled couplings manufactured in our factory as well as from the responsibility of the producers. We expressly cannot be held liable for corrosion damage on the coupling or damage in connection with components that were not manufactured in our factory.

Changes to the order by the customer

In the case of a contractually agreed change to the present order by the customer (quantity, dimensions, material, etc.) we shall have the right to invoice the customer for already finished items and/or raw materials or piece parts that are no longer usable for the modified order.

Patents / Copyright

The customer is hereby obliged to exonerate us from any claim by a third party arising from an infringement of a patent, registered design or other protected or copyrighted matter.

Location of contractual fulfilment

Wangs, Switzerland shall be considered to be the location of contractual fulfilment for both parties for all rights and obligations arising from this legal transaction.

Seat of Justice and applicable law

The legal courts of Wangs, in the municipality of Vilters/SG in Switzerland shall be regarded as the Seat of Justice in the event of any dispute arising from the present contract. Swiss Law shall apply to the legal rights between the parties to the contract.

Acceptance

Unless reported to the contrary within 10 (ten) days, the above sales and delivery conditions shall be taken as being accepted by the customer.

In case of linguistic lacks of clarity the german version of these Sales and Delivery Conditions is valid.