

Terms and Conditions

Purchase order	<p>These Conditions of Sale and Delivery shall apply unless otherwise expressly agreed in writing in individual cases. We shall not be bound by any other contractual terms and conditions of the customer unless we expressly recognise them in writing.</p> <p>All quotations in our offers and price lists are subject to change and are only binding for us until the expiry of the deadline we have set for the acceptance of the order.</p> <p>We accept no liability for damage to or loss of drawings, samples, models, etc. provided to us by the customer, with the exception of liability for intent and gross negligence.</p> <p>Technical documents and samples prepared by us remain our property and may not be reproduced or made accessible to third parties. These items, and the offer, shall be treated in confidence. If a corresponding order is not received, we reserve the right to request the return of these documents.</p>
Prices	<p>Our prices are based on the currently valid raw material prices and wage rates. We expressly reserve the right to make any price changes up to the time of delivery. Unless otherwise stated, our prices are always quoted ex works.</p>
Terms of payment	<p>a) 30 days net b) advance payment c) against irrevocable letter of credit, confirmed by UBS AG, Oerlikon branch, 8050 Zurich, Switzerland, payable 30 days from the date of confirmation of delivery by the forwarding agency. All bank charges abroad are borne by the purchaser. Letter of credit valid 8 weeks from date of delivery.</p>
Retention of title	<p>The supplier shall remain the owner of all its deliveries until such time as it has received payment in full in accordance with the contract. By concluding the contract, the client authorises the registration or priority notice of the retention of title in public registers, books or the like at the client's expense in accordance with the applicable laws.</p>
Delivery terms	<p>Details concerning delivery periods shall be calculated from the date of the written order confirmation or upon receipt of the advance payment or confirmation of the letter of credit, or shall commence with the conclusion of the contract, but not before receipt of the documents to be supplied by the client. Every effort will be made to keep to the delivery terms as quoted but they are not legally binding.</p>
Delivery	<p>Some of our products are only sold in their original packaging. We must therefore oblige our buyers to accept any resulting quantity tolerances. As the manufacturer, we cannot accept returns or exchanges of goods ordered in excess or incorrectly. If a minimum quantity is absolutely necessary, this must be specifically noted when the order is placed.</p>
Transfer of benefit & risk	<p>The goods are dispatched at the expense and risk of the buyer. If we take care of the transport, this shall be at the expense and risk of the client.</p>
Insurance	<p>The client is responsible for taking out any legally required liability and property insurance in the country of destination of our products. We expressly reject any liability for the absence of such insurance coverage.</p>
Tools	<p>By paying a share of the costs for tools, the client acquires the exclusive right to the parts manufactured therewith, but no claim to the tools themselves; they remain the property and possession of the supplier (see our special conditions).</p> <p>New tools and modifications shall be at the expense of the client. In the event of no follow-up orders for a period of five years, we shall have the right to make use of the tools as we see fit.</p>
Inspection & acceptance of the delivery	<p>The customer shall inspect the delivery immediately upon receipt and notify us in writing of any defects within 8 days. Failure to do so shall be taken to mean that the delivery has been accepted.</p>
Guarantee	<p>STRAUB couplings and components thereof which exhibit manufacturing or material defects shall be replaced free of charge or credited to the customer for a period of 5 years (exceptions: STRAUB-CLAMP, STRAUB-PLAST-PRO and STRAUB-REP-FLEX → 2 years), calculated from the date of dispatch from the factory. If they are rejected within the warranty period for the reasons stated, they shall be returned to our factory in 7323 Wangs/SG, Switzerland for inspection. Faulty couplings or components thereof shall only be replaced after our inspection department has issued a final and incontestable report. Couplings that have not been installed in compliance with our installation instructions shall not be covered by our warranty. This shall apply regardless of any contrary purchasing conditions on the part of the customer.</p>
Liability	<p>In the event of damages not covered by the warranty, in particular consequential damages due to faulty design or faulty function of the couplings manufactured in our factory, as well as damages arising from the responsibility of the manufacturer, we shall only be held liable within the limits of the legally binding requirements. Liability for corrosion damage to the couplings and damage associated with components that are not manufactured in our factory is expressly excluded.</p>
Changes to the order by the customer	<p>In the event of a contractually agreed change (quantity, dimensions, material, etc.) to the current order by the customer, we shall have the right to invoice the parts already manufactured and/or the raw materials and semi-finished products that can no longer be used for the modified order.</p>
Patents Copyright	<p>The customer hereby undertakes to indemnify us against all claims of third parties which may arise from an infringement of patent, utility model or other industrial property right or copyright.</p>
Place of fulfilment	<p>Wangs, Switzerland shall be the place of fulfilment for both parties for all rights and obligations arising from the legal transaction.</p>
Place of jurisdiction & applicable law	<p>Any disputes arising from this contract shall be subject to the jurisdiction of the ordinary courts of Wangs/ Municipality of Vilters, Switzerland. The legal relationship between the contracting parties shall be governed by Swiss law.</p>
Acceptance	<p>Unless reported to the contrary within 10 days, the above terms and conditions of sale and delivery shall be deemed to have been accepted by the client.</p>