



General Terms and Conditions of RUBA Thermoplast AG

1. Area of application

The following conditions are valid for all commercial transactions, concerning sales, production, delivery and payment of plastic parts from RUBA Thermoplast AG (seller). Modifications are just accepted after written confirmation by seller.

2. Prices

Prices shall be considered to be ex works, excluding freight, customs or import duties or and packing, applied at the legally proscribed rate. Custom duties, levies, taxes, etc. are not included in the prices and they shall be borne by the customer, unless otherwise agreed in writing. Should after submission of the offer or after confirmation of the order prior to delivery a major cost factor, such as the cost of materials or masterbatch vary by more than 5%, either party may request a price adjustment. The adjustment shall be determined according to the applicable cost factor in respect of the total price.

3. Quantity

Unless otherwise agreed, we are in principle entitled to deviate from the stipulated delivery volume by 0% underdelivery and 10% overdelivery at a quantity of 150'000 pcs. as well as a maximum of 5% for quantities of more than 150'000 pcs and 1% for more as 500'000 pcs. Cancellations as well as reductions of orders can only be accepted if goods are not already produced.

Machine interruptions at request of the clients including a machine breakdown will be invoiced to the customer.

Any increase of orders is only possible if the production capacity and masterbatch is sufficient. All modifications are only accepted with the written confirmation by RUBA.

4. Minimum order quantity

On quantities under 50'000 pcs. ordered caps (Kombi caps under 20'000 pcs.) we impose an additional charge on minor quantities.

Detailed information about additional charges for minor quantities is available in here:

http://www.ruba-caps.eu/images/Flyer/EN/minor_quantity.pdf

5. Call off orders

We offer to our customers quantity contracts to reduce prices to a minimum on huge quantities. Only one delivery DAP/DDP is included in the price.

If there are more partial deliveries, this causes additional shipping costs which will be charged. Call off contracts can be stored by us for a maximum period of 3 months.

One sample shot with specification of delivery is enclosed in the first instalment.

If the storagetime is exceeded we will bill each pallet stored per month with €50.00 fix.

6. Granulats

RUBA AG's standard resin is the Homopolymer Polypropylene Tipplen H483F with a melt flow rate of 6.5g/10min. As alternative material can be used Moplen HP501M, MFI 7.5g/10min. The caps are manufactured from a standard material, unless otherwise agreed in writing.

If there are any special requirements regarding granulat, the customer must notify this in writing when placing the order.

It is the responsibility of the client to check the compatibility of different materials in the their application. RUBA exclude any liability in this regard.

7. Force majeure

RUBA AG will immediately notify the clients if a case of force majeure occurs.

Upon occurrence of Force Majeure, the Parties shall agree on the further course of action and determine whether the deliveries not provided during this FM period shall be made up for.

(Recommandation: for every item set an alternative resin)

8. Colours/colour sampling

Our plastic parts/tube caps can be produced in all colours.

Minor discrepancies of colours are addicted to raw materials (colours and granulates). Each colour sampling will be charged with €250.00 (incl. Colour Sampling Report) up to a maximum of 200 pcs.

If masterbatch price is higher than €25.00/kg and/or dosage is more than 3%, we will charge you additional costs for the masterbatch.

9. Packaging

Our plastic parts/caps are supplied bulk-packaged in foil bags in non-returnable cardboard boxes. Quantities per box and boxes per pallet are available in our price list. Additional costs for special packaging are charged to the customer.

10. Payment

Invoices are due strictly net within 30 days after date of invoice. Our prices (exclusive of VAT) are calculated ex works including packaging unless otherwise agreed in writing.

Delay in customers payment entitles us to claim interest on arrears amounting to particular rate of discount.

11. Complaints

Complaints have to be made within 30 days after receipt of the goods.

RUBA AG has to be informed in advance (by reception of order at latest) about products that will be refined on customers demand. Liability for third suppliers is excluded.

We suggest to order at least one extra services, because the standard production QL_00 is not suitable for further processing; see overview of all quality levels: [QL.pdf](#).

The liability is also limited to the amount of the order concerned. We work according to the rules ISO 9001/14001, therefore all products, that have come to production after customers release, are subjected to revisionary character.

All modifications on customers demand after receipt of seller's confirmation, concerning geometric shape, material or colour of the products have to be confirmed by the seller.



12. Place of performance and jurisdiction

The place of delivery and payment of our products is the domicile of RUBA Thermoplast AG in Zuzgen.

The place of jurisdiction for any dispute shall be the sellers domicile. The seller is entitled to claim its interests to the court having jurisdiction. All legal relations between the parties shall be governed by Swiss law exclusively.

Any invalid appointment concerning these general terms and conditions of RUBA Thermoplast AG will not change the validity of all other conditions. In particular invalid or illegal conditions will be replaced by Swiss law.

Our **Transport, delivery and packaging regulations** you can find [here](#).

Zuzgen, 01.05.2021