

General Terms and Conditions of RUBA Thermoplast AG

1. Area of application

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

2. Payment

Invoiced amounts 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.

3. 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.

4. 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. One modification of order is included in price, each additional change will be charged per unit price of €20.00.

5. Minimum quantity, additional charges and interrupts of production (modification of order)

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

6. 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 that €25.00 /kg and dosage is more than 3% we will charge you additional costs for masterbatch.

7. Call off

We offer to our customers a 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 1 month.

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.

8. Complaints

The seller will have no liability in connection with any subcontractors. 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. 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.

9. 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 cand find [here](#).

Zuzgen, 01.01.2020