

General Terms and Conditions Strub + Co. AG

1. General Information

These general terms and conditions of business shall always apply to our deliveries and services, unless and insofar as something else has been agreed in writing and by mutual consent between us as the seller or service provider and the customer. Insofar as the general and special terms and conditions do not contain any provisions, the Swiss Code of Obligations shall apply. Acceptance of the ordered goods or acceptance of the delivered service means in any case acceptance of these „General Terms and Conditions“ by the customer. All terms and conditions of the customer are non-binding for our deliveries and services, even if they are not expressly objected to on our part. The term „services“ includes services of Strub + Co. AG („Strub“) under contract law as well as under contract for work and services law.

2 Order, prices and payment

The subject and scope of the service owed are defined exclusively by the written and, in special cases, also verbal offer of Strub, which has been accepted by the customer, or the order of the customer confirmed by Strub in writing. In exceptional cases, an order may also be confirmed verbally only. Changes or additions to the scope of delivery or service must always be made in writing, but if not otherwise possible or at the special request of the customer, these can also only be made orally. Unless otherwise stated, VAT is not included in the prices and invoices are due for payment within 30 days of delivery.

3. Packing

Packaging can be charged at cost price and does not have to be taken back by Strub. Boxes, pallets etc. can be charged separately. These can be credited after carriage paid return.

4. Shipping / Tariffs

All increases in tariffs and fees such as transport charges, insurance premiums, customs duties, etc. occurring after conclusion of the contract may be charged to the customer, even if we have taken over transport, insurance, customs clearance, etc.; reductions may also be credited to the customer accordingly. An order shall be deemed to have been delivered when the chauffeur has unloaded the goods at the notified location or the consignment has been handed over to the post office or railway. A service shall be deemed to have been accepted (at the latest) upon payment of the invoice.

5. Quantity tolerances

We reserve the right to deliver 10% more or less for special products. (e.g. sprays)

6. Force Majeure / Hausse-Baisse-Klausel

Force majeure events shall release us from compliance with the agreed performance periods. Force majeure events include: mobilisation, war, acts of sabotage, strikes, lockouts, riots, demonstrations, revolution, official decrees, shortage of raw materials, flood, storm, fire and other natural disasters as well as all other unforeseen interruptions in the operation of the plant of Strub or its suppliers or events which make our performance temporarily or permanently impossible or economically unreasonable.

The „bull market“ clause is generally deemed to be agreed.

7. Control of delivery and service

The delivered goods are to be inspected by the customer upon receipt, but in any case before any processing. Services shall be inspected after they have been rendered, at the latest use of the result of the order at the latest. Complaints regarding weight or number of pieces as well as complaints regarding the condition of the goods or regarding services are only valid if they are communicated to us in writing within 8 days after receipt of the goods or acceptance of the service and we are able to inspect them on site. If the customer fails to carry out this inspection, Strub shall be released from any liability (to the extent permitted by law).

8. Default of payment

If the customer does not comply with the stipulated terms of payment or if he becomes insolvent, all our credit balances vis-à-vis him, irrespective of the agreed payment dates, shall become due for payment and may be claimed by us immediately. If the customer defaults on a payment, we shall also have the right to suspend our services and/or withdraw from the contract without having to send the customer a special reminder. The customer shall pay us full compensation for the damage incurred. We shall also be entitled to cancel without notice all orders already confirmed to the customer but not yet executed or in the process of execution.

9. Strub liability

In the event of justified complaints or notices of defects, our liability is limited to the free replacement of the goods complained about or defective goods or rectification of the service owed. Beyond this, the customer has no further claims against Strub. Thus, the customer has no right to rescission, reduction or any compensation for damages, e.g. due to loss of profit. In particular, claims of the customer for compensation for indirect, direct or consequential damage or loss as well as all other costs are excluded. consequential damage as well as all other costs incurred by the customer in connection with the goods or services complained of. The mandatory provisions of the Federal Product Liability Act remain reserved. The customer cannot derive any assurance for the properties of the material or for the application in the individual case from verbal statements made by our personnel and thus also no liability on our part. In the event of non-compliance with regulations of the handling of Strub products or the application of the results of the services rendered, we reject any liability.

10. Place of performance, place of jurisdiction and applicable law

The place of performance is Reiden. The exclusive place of jurisdiction for all disputes arising in connection with our deliveries is Lucerne.

11. Miscellaneous

Amendments or supplements to these GTC require explicit written agreement by the parties.

12. Sustainability

Our company sees itself as having a responsibility to act sustainably and is committed to the UN Sustainable Development Goals. In doing so, we take all facets of sustainability into account. We not only act sustainably to protect the environment, but also in the interests of our employees and business partners. We are a member of the VSI-NaSch sustainability initiative for the development of a uniform industry standard for the greenhouse gas accounting of lubricants and actively support the establishment of a European society for the uniform calculation and documentation of greenhouse gas values in the lubricants sector.