

General Conditions of Business

1. Conclusion of contracts

All our offers, whether they are made in writing, by telephone or verbally, are without engagement. In order to become valid, all orders require our written confirmation of order (by letter, fax or e-mail).

2. Prices

The prices refer to the confirmed or invoiced goods and/or services excluding VAT, ex works Lyss, excluding carriage, packaging (which is not taken back), transport and insurance. All prices are based on the wages, costs, fees and exchange rates which are known on the day of confirmation. If these items increase during the period up to delivery, we reserve the right to adjust the prices accordingly. We reserve the right to stipulate a minimum invoice amount, as well as to charge a proportion of the order costs and to suspend discounts on small invoices.

3. Cancellation/modification of an order

For standard products and prior to delivery, the cancellation/modification of an order or part thereof may be accepted on the basis of goodwill. Fees shall be due in this case, depending on the timing of the cancellation/modification. Products which have been manufactured or modified in accordance with the customer's specifications can no longer be cancelled after the materials have been purchased and/or after production has commenced; the full invoice amount shall be due.

4. Delivery periods

All information given about likely delivery periods is binding. Such information is provided to the best of our knowledge, to enable compliance in the case of normal delivery and under orderly conditions. If the purchaser withdraws from the contract due to defaulted delivery, we shall be entitled to invoice the costs incurred. Claims for compensation of loss or damage due to defaulted delivery are excluded.

5. Force majeure

Force majeure is deemed to comprise all events and circumstances beyond our influence which have an effect on the performance of the contract. We are entitled to cancel orders in whole or in part without compensation if force majeure (affecting ourselves or our suppliers) makes it impossible to execute them.

6. Use and risk

Use and risk shall be transferred to the purchaser at the time of despatch, i.e. as soon as the goods leave our premises. Accordingly, our liability for any damage during transport is explicitly excluded and the purchase price shall remain due. Insurance of the goods against damage and loss during transport shall be the exclusive responsibility of the purchaser.

7. Industrial property rights

Brands/trademarks, drawings and plans shall remain our property. It is prohibited to use, reproduce or forward these items to third parties without our explicit approval.

8. Complaints concerning defects

Complaints concerning defects must be submitted in writing immediately after the goods are received, but within 8 days at the latest (postmark). If no complaint concerning a defect is received within this period, the goods sent are deemed to be free of defects.

9. Trials

If goods are made available for trial purposes, they are deemed to have been purchased by the recipient unless premex solutions gmbh receives them back within the period stated on the invoice enclosed with them. If no return period is indicated, the period is three weeks from the date when the purchaser receives the goods for trial. The date on the delivery note is binding for this purpose. In case of return, the recipient shall bear the costs of transportation and inspection.

10. Conditions of payment

Unless advance payment is agreed, invoices are payable within 30 days net, without discount.

11. Retention of ownership

premix solutions gmbh shall continue to be the owner of the delivered goods until complete payment of all receivables arising from its business relations with the purchaser.

12. Warranty

However, for a period of two years from receipt of the goods, if it can be proven that manufacturing or material faults have occurred on the delivered goods, we undertake to deliver a replacement or to repair the item in question, according to our choice.

If the defect cannot be attributed to the manufacture or to material faults, e.g. in cases of incorrect storage or treatment, overload or unsuitable use, we are not obliged to provide any warranty. All wearing parts are also excluded from the warranty obligation.

13. Exclusion of liability

All other claims, such as those for changes, reduction of price or compensation for direct or indirect damage or loss, are explicitly excluded. An exclusion of liability also applies in respect of all claims which are caused by natural wear, inadequate or incorrect handling and chemical influences on the parts specified by premex solutions gmbh that are in contact with media, such as sealing materials, metallic materials, etc.

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

The place of performance and the place of jurisdiction shall be Büren a/A. Swiss law shall apply.

15. Changes and additions

Any changes and additions to the General Conditions of Business require written confirmation from ourselves in order to be valid.