

General Terms and Conditions of Business (GTC) of REX METALL Ltd.

Contact: REX METALL Ltd.
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No shop, visits only by prior arrangement

PC-account: 30-9441-4 VAT-number: 122 491 Swiss Register of Companies: CH-035.3.010.803-4 (since 1958)
bank account on request

Common / Validity of GTC

With your order (by telephone, personally, fax, e-mail, letter or in our Web-Shop) you accept our general terms and conditions. The present GTC are valid for all orders placed by Rex Metall Ltd., Schwarzenburgstrasse 586, 3144 Gasel (hereinafter Rex Metall Ltd.) The GTC apply to any order, in the version which is in force on the website by the moment of ordering. Changes of the GTC are always reserved. Where not otherwise indicated, is valid the Swiss Code of Obligations (Schweizerisches Obligationenrecht OR).

Prices

Where not otherwise indicated, the prices are in Swiss francs (CHF). Change of prices reserved. Where not otherwise indicated, the prices are inclusive VAT. Shipment not included, for every shipment will be charged a shipping and handling charge. More details see paragraph "Delivery and Shipping". Deliveries in foreign countries are always without import costs, what means without customs clearance, without accounting VAT and other possible import costs.

Contract

All information on products and prices on the website of Rex Metall Ltd. are non-binding. By ordering (on the website, orally, by telephone, fax, e-mail or letter) the customer enters a binding offer. If the goods ordered by the customer are not available in the desired quantity or for the price specified, Rex Metall Ltd. makes a message to the customer as soon as possible. In this case, the contract becomes validity only after confirmation by the customer. Orders by telephone are valid.

Delivery and shipping

Goods are shipped by Post, Courier or freight forwarding, depending of weight and volume of the parcel. The delivery time by the Post Office may be two days to several weeks depending on the respective country. Freight costs paid by receiver, depending on weight and volume of the consignment. Where not otherwise indicated, we always send the goods with "post economy" (best tariff). Partial deliveries are permitted. There will be charged no additional shipping costs. Complaints about partial deliveries shall not entitle the buyer to reject other parts of the delivery or the entire order. Our obligation to provide compensatory damages, on the basis of whichever legal grounds, is restricted to the invoice value insofar as such action is legally permissible. Rex Metall Ltd. is not responsible for delivery and service delays due to cases of force major or events that rend the performance much more difficult or impossible, such as strikes, lockouts, and administrative orders. For supply difficulties of goods, which Rex Metall AG does not produce itself, Rex Metall AG rejects any liability.

Reservation

Changes of weight, colour, sizes and material are reserved.

Damages

The goods are travelling in principle in risk by the buyer. Customers can request insurance at their expense. They shall inform Rex Metall Ltd. before shipment. If the goods are damaged while transportation, the buyer has to advice immediately, the forwarder (Post office, train, a.s.o.).

Goods/ returned goods / Complaints / Treaty Withdrawal

Ordered and properly supplied goods can be restored only in exceptional circumstances and after prior agreement. The additional shipping costs and the handling fee / cancellation fee of 1/3 of the value of the ordered goods, but min. CHF 10.00 will be debited to the buyers account. The cancellation fee is to pay also if the contract is cancelled before delivery of the goods. Products that clearly contain manufacturing faults can be restored and shall be replaced free of charge with products that are free of faults. Incorrect consignments shall be restored and replaced with the correct products. Damages to our products as a result of improper treatment contrary to our instructions and recommendations in the product leaflets and/or goods labels shall not be subject to our warranty. Complaints only within 8 days. For hidden defects the provision of the Swiss Code of Obligations (OR) are valid.

Payment

COD, advance payment, or invoice, to pay into 10 days, if the amount is not higher than CHF 500.--. Other terms have to be confirmed written. In case of late payment after 60 days future shipments will be executed only by advance payment or COD. On exports we charge no VAT, but we need a full payment before shipment (by credit-card or money-bank-transfer to CHF- or Euro-Bank, money transfer without costs for us, or Paypal) uninsured, duty-free.

Default interest

By late payment after more than 30 days are charged default interest.

Ownership

The goods are property of Rex Metall Ltd. until they are completely paid.

Applicable law, place of jurisdiction and performance

All contracts with Rex Metall AG are subject to Swiss law. Bern, Switzerland, is deemed the sole place of jurisdiction and performance.