

General Terms and Conditions

Our top priority is your complete satisfaction. If you have any questions about our products, please contact us by phone: +41 31 326 28 20 or by e-mail: drnoyertcm@hin.ch.

Validity of the GTC

These General Terms and Conditions ("GTC") apply to orders for TCM mixtures ("mixtures") placed by a doctor or TCM therapist ("customer") practising in Switzerland or the Principality of Liechtenstein ("inland") for his patient ("patient") via the EasyLink online ordering programme of Dr. Noyer AG ("EasyLink", <https://tcm-ng.propharma.ch/de/login>), e-mail or fax ("orders"). By confirming the GTC, the customer accepts the GTC in the version valid at the time of the order.

Orders, method of payment and delivery

Orders are subject to a charge from the time they are placed (i.e. in particular even if they are not collected).

Mixtures ordered by a doctor will be sent to a partner pharmacy of Dr. Noyer AG, to the patient's address in Switzerland or, if the patient is not resident in Switzerland, to the doctor ("delivery") or collected and paid for at a Dr. Noyer AG branch at Neuengasse 15 in 3011 Bern or at Postparc ("branch") in accordance with the doctor's instructions, together with an invoice payable within 30 days. Mixtures ordered by TCM therapists will be sent to a partner pharmacy of Dr. Noyer AG or collected and paid for at a branch according to the therapist's instructions, together with an invoice payable within 30 days.

The customer is jointly and severally liable with the patient for all liabilities arising from the orders (i.e. in particular also for payment of the invoice, which is addressed to the patient on delivery to a partner pharmacy of Dr. Noyer AG or to the patient). In the case of orders for patients who are not resident in Switzerland, the customer is the sole debtor (and therefore also the invoice addressee for deliveries).

Deliveries are made exclusively within Switzerland.

Duty of care

With regard to the sale of medicines, Dr. Noyer AG is subject to the health legislation of the Canton of Berne. Dr. Noyer AG is obliged by law and ordinance to refuse delivery in the event of suspected misuse or excessive use. The products are intended exclusively for personal use. Dr. Noyer AG may impose quantity restrictions in each case.

Delivery and collection periods

Collection: Orders placed by 2.30 p.m. are generally ready for collection from a branch on the same day from 5.00 p.m. in accordance with the customer's instructions (Saturday/Sunday excluded).

Deliveries: Orders placed by 2.30 p.m. are usually delivered the next day by Swiss Post using PostPac Priority (Saturday/Sunday excluded).

The above delivery times are not binding. However, in the event of a delay, Dr. Noyer AG will inform you of the status of your order by e-mail or telephone if possible.

Delivery may be or become impossible due to unforeseen circumstances, in particular if a mixture can no longer be produced or delivered. In such a case, Dr. Noyer AG may withdraw from the contract in whole or in part without the customer being entitled to a replacement delivery or compensation. In this case, payments already made shall be refunded without interest.

Prices / Shipping costs

All prices are in CHF and include VAT and are subject to technical changes, errors and misprints. Dr. Noyer AG may adjust prices at any time without prior notice.

In the case of express deliveries, the total shipping costs will always be charged. For all other orders, shipping costs of CHF 8.00 per order will only be charged additionally for orders with a purchase value of less than CHF 150.00 (incl. VAT), unless the delivery is made to a partner pharmacy of Dr. Noyer AG.

Transfer of risk / obligation to inspect / warranty

The risk is transferred to the patient as soon as the consignment has been handed over to the courier or Swiss Post.

The warranty is excluded in the case of defects which the patient or customer recognised or could have recognised on receipt of the goods and does not report to Dr. Noyer AG within 5 calendar days of discovery.

In the case of defects that were not recognisable upon receipt of the goods, the warranty shall be excluded unless the patient or customer reports these defects to Dr. Noyer AG within 5 calendar days of discovery.

The statutory two-year warranty period from the date of delivery shall apply, whereby Dr. Noyer AG shall have the choice of providing the warranty by repair, replacement, cancellation or reduction. After expiry of the warranty period, all warranty claims against Dr. Noyer AG shall lapse.

Claims for damages against Dr. Noyer AG and its auxiliary persons are, as far as legally permissible, fully excluded.

Content from EasyLink

The downloading and use of content from EasyLink is only permitted if it is used exclusively for non-commercial, informative and personal use, the copyright notice appears and the content remains unchanged and all copyright, trade mark and other proprietary notices are observed.

Newsletter

By agreeing to the GTC, the customer receives the Dr Noyer AG newsletter (NL) to the e-mail address registered in EasyLink. If the customer no longer wishes to receive the newsletter, they can unsubscribe via the 'Unsubscribe' link.

Data protection

All information is treated confidentially. In particular, telephone numbers, postal and e-mail addresses are not passed on to third parties.

The collection and processing of personal data by Dr Noyer AG is explained in the privacy policy, which forms an integral part of these GTC and can be accessed [here](#).

Law and place of jurisdiction

These GTC are governed by Swiss law, in particular the provisions of the Swiss Code of Obligations. Subject to mandatory legal provisions, the place of jurisdiction is Bern.