

General Terms and Conditions of Purchase

Busch Austria GmbH

The following terms and conditions apply to all orders and contracts unless otherwise agreed in writing. The supplier's terms and conditions apply only if we agree to them in writing.

1. Orders

Only written orders and agreements are binding. The supplier must confirm each of our orders in writing.

2. Prices

Prices are Delivered Duty Paid (DDP) to Busch Austria GmbH
2100 Korneuburg, Businesspark 1.

3. Packaging and Transport

Goods to be delivered must be packaged in accordance with standard commercial packaging or, at our request, in packaging specified by us. The supplier must comply with the regulations of the respective carrier, freight forwarder, or shipping company. The supplier is required to use shipping companies that meet the Euro 5 emissions standards. The supplier is liable for damage resulting from inadequate or missing packaging.

4. Shipment

Delivery period begins on order date. As soon as the supplier becomes aware that on-time delivery is not possible, either whole or partial, we must be informed immediately, stating the reasons for and the expected duration of delay. Partial deliveries are only permitted with our written consent. In the event of a delivery delay, we are entitled to charge a penalty of 0.5 % of the agreed price of the entire delivery for each week or part thereof that the delay is incurred, up to a maximum of 5 %. Deliveries delayed by more than 10 weeks may be cancelled by us without incurring any costs. Delivery notes stating our order and the details of the transport company must accompany each delivery.

5. Transfer of risk

The risk passes on to us when the delivery has been properly accepted by our goods receiving department.

6. Payments

Our payment will be made within 14 days with a 3 % discount or within 45 days net after receipt of the invoice, provided the goods have been received in accordance with the contract or the work has been completed, and a verifiable invoice has been received.

7. Warranty

The supplier warrants that the delivered goods and services are free from defects upon handover to us, possess the promised characteristics, and comply with the latest state of the art, laws, safety and accident prevention regulations, as well as the usual technical and quality assurance standards (ÖNORM, EN/ISO, ÖVE, TÜV, ATEX, REACH, etc.). We are not obligated to inspect received goods for defects immediately. In urgent cases or in the event of a delay by the supplier, we may have remedied defects by ourselves at the supplier's expense.

Limitation period is two years from delivery. For replaced or exchanged parts, the warranty period starts again. If we are held liable under product liability law, the supplier shall indemnify us to the extent that they themselves would be directly liable. In such cases, they shall also reimburse us for the costs we incur through appropriate preventative measures (e.g. product recall). This also applies to foreseeable or imminent serial defects. Upon request, the supplier is obligated to cover liability risks through insurance and provide us with proof of such coverage.

8. Intellectual property rights

The supplier warrants that the use of the delivered goods will not infringe any intellectual property rights, other rights, or trade secrets of third parties. The provider must indemnify us against any claims by third parties.

9. Trade secret

The supplier must treat the order, deliveries and work performed as trade secrets. Mentioning our company name for advertising purposes is only permitted with our prior written consent.

10. Ownership agreement

All samples, models, tools, supplied materials, drawings and other documents which we provide to the supplier or that the supplier produces according to our specifications become or remain our property and can be reclaimed by us at any time, unless expressly agreed otherwise in writing. The supplier must store it for us and insure all adequately against loss and damage. The supplier does not use it for their own or third-party purposes.

11. Supplier's representative

If supplier's representatives are working at our plant, the supplier must ensure in advance that they observe and comply with all accident prevention regulations and other safety provisions. The supplier is liable for all damages that he or his representatives intentionally or negligently cause at our plant or at our customers' premises. He must provide proof of adequate liability insurance upon request. We are only liable for any personal injury or property damage if the damage was caused by us intentionally or through gross negligence. The hours worked and the materials provided by the supplier must be signed off by a representative of our plant.

12. Place of jurisdiction, place of performance

Austrian law applies, the place of jurisdiction is the Regional Court of Korneuburg, 2100 Korneuburg, the place of performance is 2100 Korneuburg, Businesspark 1.

Busch Austria GmbH, Businesspark 1, A - 2100 Korneuburg
Status 10/2025