

General conditions of sale and delivery

These General Conditions of Sale shall apply to any sale (new material, repair or service) made by Busch Ibérica, S.A., canceling any other general conditions, including those of the buyer, unless they are in writing, signed by the parties and are dated after these conditions.

Quotations: The validity of the quotations is specified in each of them, and they are strictly based on what they contain. The purchaser must submit a written purchase order to initiate the contract. Contracts are only concluded when we confirm the purchase order in writing or perform the delivery/service. Verbal amendments to agreements/modifications require our written confirmation to take effect. Any material will be repaired without prior receipt of the accepted quotation.

Information relating to dimensions, weights and other technical specifications described in the quotation or product leaflet may be approximate values and shall not constitute guarantees unless otherwise agreed.

Prices: All prices are ex works (Incoterms 2020), so the customer will be charged for transportation. Any taxes, duties and duties payable by the buyer shall be added to the price. Busch Ibérica, S.A. reserves ownership of the product until full payment thereof.

Payment: The agreed price must be paid within the time limit stated in the family offer. If the payment conditions are not indicated therein, they shall be a maximum of 60 days from the date of invoice. In the event of non-payment within the agreed period, an annual late payment interest of 11% will automatically be charged.

Deliveries: The goods, properly packaged and with the corresponding documentation, shall be made available to the buyer within the period indicated from acceptance of the quotation. Delivery times are not binding unless otherwise agreed. The delivery time begins with the sending of our purchase order confirmation, but in any case not before all details of the order execution and all technical aspects have been clarified and all necessary documents such as drawings or permits have been received and, if agreed, a flat-rate payment has been received. Freight costs for any sale or repair shall be paid by the purchaser, and freight costs shall not be accepted in the event of repair.

We are entitled to make partial deliveries to the appropriate extent and therefore issue partial invoices.

Busch Ibérica, S.A. reserves the right to charge the cost of storage to the product or repair if, one month after notification to the purchaser that the material is ready for collection, it has not been collected. After one year, Busch Ibérica, S.A. shall be entitled to dispose of the uncollected material at the expense of the buyer.

Return shipment: No returns will be accepted without prior agreement between the parties, nor the return of parts or goods that are obsolete or manufactured under a special purchase order. Under no circumstances any return will be accepted at the prepaid rate.

Warranty: Busch Ibérica, S.A. warrants to the buyer the correct functioning of the delivered product by replacement or repair of parts, at the choice of Busch Ibérica, S.A., for a period of 18 months for new products, and 12 months for repaired parts, in both cases from the date stated on the delivery note.

The purchaser must notify Busch Ibérica, S.A. in writing of the material defect and send it prepaid. All repairs, whether or not covered by warranty, shall be carried out at Busch Ibérica, S.A. installations, unless otherwise agreed, in which case the buyer shall bear travel and subsistence costs. Once repaired, the material will be shipped to the buyer at the cost of freight. Replaced parts will remain in the possession of Busch Ibérica, S.A. No warranty will be given when the equipment is not correctly installed, has been used incorrectly or for a different application, or in abnormal operating conditions outside of what is written in the instruction manual, or the maintenance indicated in the same instruction manual has not been carried out, or the equipment has been handled without the written consent of Busch Ibérica, S.A. The warranty does not cover wear parts or parts that are part of regular pump maintenance (filter elements, gas outlet filters, lubricants, etc.).

Components and accessories that are not manufactured by Busch, and which are provided with their respective identification plate or marking, are covered by the warranty offered by their manufacturer.

Responsibility for: The liability of Busch Ibérica, S.A. is strictly limited to the specified replacement and repair obligations, and Busch Ibérica, S.A. is exempted by the buyer from indemnifying it for any kind of damage or harm such as accidents to personnel, material damage, loss of production, etc.

Jurisdiction and competence: For the resolution of all matters, the parties agree to the express submission to the Courts and Tribunals of Barcelona, to the exclusion of any other jurisdiction or domicile if they have one.