

General Terms and Conditions (GTC)

Weingut Schwarzböck

as of August 1, 2025 Schwarzböck KG

(valid for B2B and trade)

1. Scope of Application

The legal basis for all business transactions is the applicable Austrian law.

These terms and conditions of sale and delivery apply to all contracts, deliveries, and services of Schwarzböck KG, Hauptstraße 56-58, 2102 Hagenbrunn.

Any deviating terms, side agreements, or amendments must be confirmed by us in writing. By placing an order or making a purchase, the customer agrees to these terms and conditions.

2. Offers

Our offers are non-binding and valid only while stocks last.

3. Shipping

All prices are quoted exclusive of transport costs, unless expressly agreed otherwise.

All costs incurred during shipment (e.g., customs duties, import charges) shall be borne by the buyer.

Pallets must be exchanged. The carrier commissioned by the customer is responsible for the proper handling of the delivery.

4. Payment

The due date is stated on the invoice.

New customers are requested to make payment in advance.

Bank details:

Raiffeisenbank Korneuburg, Branch Hagenbrunn

IBAN: AT10 3239 5000 0122 2553

BIC: 32395

5. Complaints and Returns



Goods must be inspected immediately upon receipt. Any transport damage must be confirmed by the carrier.

For self-collection, benefit and risk pass to the buyer upon handover.

Returns without stating a reason are not possible.

6. Warranty

Defects must be reported without delay – obvious defects upon receipt, hidden defects after their discovery.

Warranty claims are limited to the invoice value of the defective goods.

Schwarzböck KG shall fulfill warranty claims at its own discretion by:

- Replacement delivery,
- Subsequent delivery of missing quantities, or
- Contract cancellation (refund within 6 weeks).

Minor deviations in taste, vintage, color, or packaging do not constitute grounds for complaint.

7. Faulty Closures

An exchange due to cork or closure faults will only be accepted if the bottle is returned with the original, defective closure still in place.

8. Customer-Supplied Materials (Private Labels / Contract Bottling)

If materials such as bottles, labels, or ingredients (e.g., tea, juice) are provided by the customer, Schwarzböck KG assumes no liability for damage or delays caused by defective, unsuitable, or delayed materials.

Inspection is limited to externally visible defects. No warranty is assumed for the technical or product-specific compatibility of such materials.

9. Exclusion of Liability for Indirect Damages

Schwarzböck KG shall not be liable for indirect or consequential damages, such as deviations in taste resulting from raw materials, storage conditions, or external processing.

Liability shall only exist in cases of proven gross negligence or willful misconduct.

10. Return / Recall of Special Bottlings

The return or recall of already delivered goods (e.g., private labels, special editions, custom labels) is excluded, unless a proven defect lies within the responsibility of Schwarzböck KG. In any case, returns or recalls shall only be made by prior written agreement and at the customer's cost and risk.

11. Place of Jurisdiction and Applicable Law

Austrian law shall apply.
The place of jurisdiction is Korneuburg.

Schwarzböck KG

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