

General terms and conditions for entrepreneurs

Dear customers,

Firstly, thank you for your interest in our services. You are currently reading the General Terms and Conditions for Entrepreneurs („**GTC**“) of **GARDEON GmbH**, ID No.: 48/723/03885, with registered office at Neuer Wall 80, D-20354 Hamburg, registered with the Hamburg Commercial Register under HRB 175544 (hereinafter referred to as „**we**“).

We operate an online shop (hereinafter referred to as „**e-shop**“) at <https://gardeon.com/>, where you can buy garages, garden sheds, carports, pergolas and various accessories or order our other services and goods.

These GTC apply to you **if you conclude a contract with us as an entrepreneur**. This means if you order goods and services from us „with an identification number“ in connection with your own business, in particular as a trading company or sole trader.

If you are a consumer, i.e. you order goods and services for your own use outside your company, the General Terms and Conditions for Consumers apply to you.

It is important for us to know whether you are an entrepreneur or a consumer. If you do not provide any information about your company (company name, company number, etc.) when ordering, we will consider you to be a consumer.

Although you must read these terms and conditions in full and confirm that you are familiar with them by entering into a contract with us, we have prepared a brief summary of the most important points for you to start with:

1

Please note that these GTC may not contain all the **important information**. There are other legal documents that may be binding on you. It always depends on whether you also make use of one of our additional services (in particular dispatch or assembly).

2

We conclude a **purchase contract** on the basis of these GTC. We deliver the ordered goods to the e-shop, and you pay us the price of the goods.

3

The contract between us is only concluded when we **confirm your order**, which we will send to you in text form by e-mail within 3 working days of receiving your order. The creation and sending of an order is therefore only an offer to conclude a contract.

4

If you decide to **install the system yourself**, you should in any case observe the special features listed in section 3.10. For such an installation, you must have sufficient knowledge and equipment to clarify all structural issues and provide other services (e.g. skirting, wiring and plumbing). However, we are happy to advise you or carry out the installation.

5

Article 5. of the contract contains important information about how you **can claim defects in the goods** and the **warranty** we provide for a large number of goods.

6

All information about the processing of your personal data is included in the [Privacy Policy](#).

7

If you have any problems or questions, please email us at shop@gardeon.com or call us on +49 40 46 89 86 22. You can also find current contacts at <https://gardeon.com/contacts/>.

As can be seen from the summary above, in these GTC you will find information about the actual **purchase of goods in the e-shop**, which we deliver to you on the basis of the [Shipping Terms](#) by our own transport. If you would like us to **professionally assemble your garage, garden shed or other building**, you can find more information about this service in the [Installation Terms](#).

1 What to say at the beginning?

We will supply the goods to you on the basis of the contract containing these GTC. You will pay us a price for this.

- 1.1 GTC.** The purpose of these terms and conditions is to explain to you what rights and obligations we have to each other under the contract of sale entered into between us (the „**Contract**“).
- 1.2 Acceptance of the GTC.** You accept the GTC by clicking on the consent field - „I agree to the General Terms and Conditions“ before you place an order with the obligation to pay (2.1).
- 1.3 Main obligation.** The subject of the contract is the purchase of goods ordered via the e-shop. Under the contract, we as the seller undertake to deliver the ordered goods to you and you as the buyer undertake to accept and pay for them.

2 How can we conclude a contract together?

The contract is concluded via the e-shop.

- 2.1 Contract offer.** You can express your interest in purchasing the goods in the e-shop by placing them in the shopping basket, entering the required data, agreeing to these GTC and clicking on the “Order with obligation to pay” button. As part of the order you will be shown all the necessary information about the price of the goods, the payment or dispatch method and other important or legally required information.
- 2.2 Conclusion of contract.** The contract, which contains these GTC, is concluded as follows: After you have selected from our range of goods and services in the manner described in the preceding paragraph, you send us an order, which merely constitutes an offer to conclude a contract. We will confirm receipt of the order and, due to the special nature of our products and services, will immediately begin to check the order. If we need to make any additions, we will contact you. If everything is in order, we will send you an order confirmation within 3 working days. The contract is officially concluded upon receipt of the order confirmation. Your order is therefore only a proposal to conclude a contract. By concluding the contract, you undertake to pay the price. If the order confirmation is not sent

to you by e-mail within the above-mentioned period, the contract is not concluded and you do not have to pay anything.

2.3 Information provided. When you purchase goods from us, we sometimes require additional information (e.g. choice of product variant, size, etc.). We expect you to provide us with this information correctly and truthfully. If you do not provide this information correctly, please let us know at shop@gardeon.com and we will discuss a possible solution with you.

2.4 Goods not available. It may happen that the ordered goods are not available or that you order more items than we have available. We then proceed as follows:

a) We have not yet confirmed your order? We will contact you and send you an amended contract offer. In this case, the contract is only concluded when you confirm the amended offer to us.

b) Have we confirmed your order? We will provide you with as much information as possible (reason for unavailability, expected stock level). If you do not respond within 5 working days and it is only a postponement of the delivery date, we will treat it as if you had agreed to the postponement. In other cases, however, you must expressly confirm that you insist on the order or accept our other offer. Without this confirmation, we may withdraw from the contract. In this case, you can withdraw at any time.

2.5 Obviously incorrect price. If the price stated in the e-shop or in the order is obviously incorrect, we are not obliged to deliver the goods to you at this price, even if the order has already been confirmed and the contract concluded. In such a case, we will contact you immediately and make you an offer to conclude a new contract in a modified form compared to the order. The new contract is only concluded after confirmation of the amended offer. By an obvious price error we mean, for example, the absence of a figure or an obvious typing or calculation error or an obviously below-average price compared to an offer for the same or similar goods from another seller. We may withdraw from the original contract with the obviously incorrect price.

3 What else should you know about the goods and the e-shop?

We offer different types of transport. It depends on whether you want to use the post or a courier service (if this is possible with regard to the goods) or our own shipping. In this section you can also find out more about the e-shop or reviews. You will also find information on self-assembly that you should be aware of.

3.1 Delivery. You acknowledge that we may only allow certain delivery methods due to the nature of the particular product or delivery address. We may offer delivery by our own delivery service or arrange for delivery by a third party. For more information, please refer to the [Shipping Terms](#).

3.2 Date of delivery. If we have the goods in stock, we will usually dispatch them to you within 3 working days of order confirmation (applies to accessories and add-ons in stock) or within 30 days (applies to other goods, in particular all buildings). We will inform you of the exact date by e-mail. If we agree to an advance payment (including payment of the advance invoice), these deadlines shall only run from the date on which our account is credited.

3.3 Inspection of the goods. Upon receipt of the goods, you are obliged to check the integrity of the packaging of the goods and to inform us immediately in the event of any defects. If the packaging shows a defect that indicates that the goods have been tampered with, you do not need to accept the goods.

3.4 Non-acceptance of goods. If you breach your obligation to take delivery of the goods, this will not be a breach of our obligation to deliver the goods unless set out in clause 3.3. Failure to take delivery of the goods shall not constitute a cancellation of the Contract. In such a case, however, we may withdraw from the contract if you are in material breach of the contract. If we decide to withdraw from the contract, this shall take effect from the date on which we notify you of the withdrawal. Withdrawal from the contract shall not affect any claims for payment of the carriage price or for damages that we have incurred.

3.5 Redelivery. If the goods are redelivered due to reasons for which you are responsible, you must pay us the cost of redelivery. These costs are the costs that you paid or should have paid for the first delivery attempt, or the shipping costs that are specified for this shipping method in the e-shop (if you choose a different shipping method for the redelivery).

3.6 Unavailable goods. If only an approximate availability time is stated on the goods, we will always inform you in the following cases:

- a) **Extraordinary production cancellation.** In the event of an extraordinary production stoppage, we will inform you and notify you of the new expected date of availability or inform you that the goods cannot be delivered.
- b) **Delay by our supplier.** We will also inform you of any delay in the delivery of goods by our supplier and always provide you with a new estimated delivery date.

3.7 Force majeure. In the event of force majeure or unforeseeable events (natural disasters, pandemics, operational disruptions, subcontractor failures, etc.), we are entitled to extend the delivery period by the duration of the force majeure. However, we will always inform you of this fact.

3.8 Expertise. A large proportion of the goods sold in the e-shop require specialised knowledge in assembly and construction or even special equipment for assembly purposes. By ordering these goods, you confirm that you have this knowledge and equipment. If you do not have them, we strongly recommend that you order our assembly or that of a third party. We are not liable for any breach of these special conditions or for any damage caused by improper use or installation of the goods.

3.9 More about assembly. If you order goods from us that need to be assembled, you have two options:

- a) **If we take care of the installation.** You can also order an installation service from us together with the goods. The rules for this are set out in the [Installation Terms](#).
- b) **Self-assembly.** If you opt for self-assembly, we will supply you with all the components required for successful assembly, including fasteners, assembly instructions and a basic as-built drawing with floor and side plans, connection drawings and other technical details. In this case, however, we do not guarantee that the installation site is ready for construction or that other components or items required for installation (e.g. tools, base plate, etc.) will be supplied. In this case, you are responsible for the installation yourself or by a third party at your own expense.

3.10 Special features of self-assembly. You acknowledge that the customised assembly of our goods may have its own special features:

- a) **Type of goods.** We offer prefabricated buildings that are not connected to the ground by a fixed foundation. For this reason, there may be slight deviations from the dimensions on the supplied drawing during assembly. These deviations do not constitute a defect in the construction.

b) Subject to minor changes. We reserve the right to make minor changes to the goods compared to the offer in the e-shop or the description in the instructions/drawing. However, these are only changes in the construction of the building that do not significantly affect the functionality or appearance of the building (in particular the exact position of accessories such as windows, doors, joints and dimensions of the building). Please also note that, for structural reasons, the tolerance of the dimensions of the prefabricated building may exceed the dimensions of the floor plan specified in the building design by approximately 10 cm.

c) What is not included in the price. In the case of self-assembly, we assume no liability for the structural preparation of the installation site or the provision of other components or items required for assembly (e.g. tools, base plate, cable and water pipes, etc.). However, you can find more detailed information on construction preparation in the section "All about purchasing", in particular in the section "Preparation of the foundation before assembly", you can contact us.

d) Construction management. You do not need planning permission for most of our prefabricated buildings. However, for some of our buildings you will need to go through at least a simplified building procedure by applying for a building permit (e.g. for garages). If you wish, we can prepare the project for the necessary official authorisations. However, you are the building owner and must fulfil your obligations. Further information can be found in the Installation Terms.

e) Consultation. We always recommend prior consultation of your project with the building authorities, preferably before placing a binding order for goods. On request, we can send you a simple drawing to document your project for the building authorities. We also recommend consulting with the owners of neighbouring properties.

3.11 Availability of the e-shop. We may have to carry out maintenance work on the e-shop or on our hardware or software. The e-shop and the account login may not be available at all times and we are not liable for any damages resulting from the unavailability.

3.12 Discounts. Sometimes we offer certain goods in the e-shop at a discount. The original price, which is usually crossed out in the e-shop, is the lowest price in the e-shop in the last 30 days before the discount. Individual price advantages are not taken into account when calculating the original price.

3.13 Review. Product reviews can also be found in the e-shop. We only allow our customers to create them. You can therefore rest assured that these are authentic reviews of our products.

4 How are the prices and payment terms determined?

The price can be found in the e-shop, including the shipping price. You can pay us in various ways, e.g. by card or bank transfer.

4.1 Price. The price is always stated in the e-shop and in the order. We always state the price without VAT and with VAT.

4.2 Transport. If you order our own shipping, we will add a shipping fee to the shipping costs, which is regulated in the [Shipping Terms](#).

4.3 Payment. You can choose the method of payment when placing your order. We reserve the right to change payment methods and payment service providers or to allow only certain payment methods due to the nature of a particular product. In particular, the following payment methods may be available in the e-shop:

a) Card. In this case, payment is made via the GoPay payment gateway or another payment gateway that we offer in the e-shop.

b) By bank transfer on the basis of an invoice. We can issue you with an advance invoice and demand payment before delivery of the goods. The price must be paid within 5 working days. You will receive information about the method of payment in the order confirmation.

c) In the case of personal collection. If the goods are collected in person from the selected point of sale, we can accept payment in cash or by card. Cash payments are limited by law to EUR 10,000.

4.4 Invoice. We will issue you with a tax document (invoice) upon or after payment of the goods, which we can make available to you physically or electronically.

4.5 Transfer of ownership. Vlastníctvo tovaru prechádza na vás až vtedy, keď je cena za tovar pripísaná na náš bankový účet alebo zaplatená v hotovosti.

1) We reserve title to the delivered goods until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

- 2) Until full payment of the secured claims has been made, the goods subject to retention of title may neither be pledged to third parties nor assigned as security. You must notify us immediately in writing in the event that an application is made to open insolvency proceedings or if third parties seize the goods belonging to us (e.g. seizures). If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, you shall be liable for the loss incurred by us.
- 3) In the event of your behaviour in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time include a declaration of cancellation; rather, we are entitled to merely demand the return of the goods and reserve the right to cancel the contract. In the event that you do not pay the purchase price due, we must have unsuccessfully set you a reasonable deadline for payment before asserting these rights. This only applies if such a deadline is not dispensable according to the statutory provisions.
- 4) You are authorised to resell and/or process the goods subject to retention of title in the ordinary course of business until revoked in accordance with clause c). In this case, the following provisions shall apply in addition:
 - a) The products of our goods created by combining, mixing or processing are subject to retention of title at their full value, whereby we are deemed to be the manufacturer. In the event that the ownership rights of third parties continue to exist in the event of combination, mixing or processing with their goods, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed or processed goods. In all other respects, the same shall apply to the resulting product as to the goods delivered subject to retention of title. You also assign to us for security purposes such claims which accrue to you against a third party through the combination of the goods subject to retention of title with a property. In this case, we accept the assignment.
 - b) You hereby assign to us for security purposes the claims against third parties arising from the resale of the goods or the product in the amount of the final invoice amount agreed with us (including value added tax) in total or in the amount of our possible co-ownership share in accordance with clause 4.5.4 a). We accept the assignment. Your obligations under section 4.5.2 shall also apply with regard to the assigned claims.

- c) In addition to us, you remain authorised to collect the claim. As long as you fulfil your payment obligations to us, there is no deficiency in your ability to pay and we do not assert the retention of title by exercising a right in accordance with clause 4.5.3, we undertake not to collect the claim. If we assert the exercise of a right in accordance with clause 4.5.3, we may demand that you disclose the assigned claims and your debtors, and that you provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, we are entitled to revoke your authorisation to resell and your authorisation to process the goods subject to retention of title.
- d) In the event that the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at your request.

As long as ownership has not yet been transferred to you, you are obliged to treat the purchased item with care. In particular, you are obliged to insure it adequately at your own expense against theft, fire and water damage at replacement value (note: only permissible for the sale of high-value goods). If maintenance and inspection work has to be carried out, you must carry this out in good time at your own expense.

4.6

Transfer of risk. Transfer of risk in the goods means that you are liable for all consequences in connection with loss, destruction, damage or deterioration of the goods from this point in time. The risk of damage to the goods is transferred to you in the following cases, depending on the type of delivery:

- a) **Our transport.** If we unload the goods from our means of transport at the agreed location (e.g. behind the first locked gate or assembly point) or if we are in a position to do so but you do not provide us with the necessary co-operation.
- b) **Assembly.** If you order assembly and this takes place immediately after delivery of the goods, the transfer of risk is governed by the Installation Terms in Article 3.5.

5 How do we deal with defects in goods? What about the warranty?

We are responsible for defects in the goods to the extent permitted by law. We also provide a guarantee for some goods. However, you must notify us of the defect immediately. In some cases, e.g. if the defect is due to normal wear and tear or is self-inflicted, you have no warranty rights.

5.1 Our warranty. At the time of the transfer of risk of damage to the goods as described in paragraph 4.6, we warrant that:

- a) Agreed quality.** We shall deliver the goods in the agreed quantity, quality and design; if we have not agreed these characteristics, we shall deliver in a quality and design suitable for the purpose of the contract, otherwise in the usual quality;
- b) Accessories.** The goods are supplied with the accessories listed or with the usual accessories required for their use, including packaging, assembly instructions and other instructions for use;
- c) Applicable law.** The goods comply with the requirements of the applicable law;
- d) Samples and patterns.** The goods correspond to the quality and design of the sample or template if you have provided us with these and we have agreed to adhere to them.

5.2 Notice of defects. If the goods are defective, i.e. in particular if one of the conditions specified in section 5.1 is fulfilled, you can notify us of this at reklamacie@gardeon.sk or by sending a letter to our registered office.

5.3 Rights arising from defective performance. Together with the notification of the defect, you can exercise your rights arising from defective performance. You cannot change your choice without our consent, but we will always try to find a solution that is acceptable to both you and us. You have the following rights:

- a) Delivery of new goods.** You can demand that we deliver new goods without defects or missing parts.
- b) Rework.** You may want us to repair the goods.
- c) Reasonable discount.** You may want us to give you a reasonable discount on the price you pay.

d) Cancellation. If the defect in the goods is significant, you can also withdraw from the contract.

5.4 Refusal of replacement or repair. If the method you have chosen to remedy the defect is impossible (e.g. we can no longer supply you with new goods because they are no longer manufactured) or is disproportionately expensive compared to another method (e.g. the goods are easy to repair and it is much more expensive for us to supply you with new goods), we may refuse to remedy the defect or inform you that we will remedy the defect in another way. In doing so, we will always take into account the significance of the defect, the value of the goods without and with the defect and whether the defect can be remedied in this way without too much inconvenience to you. If we refuse to remedy the defect or do not remedy the defect in accordance with the statutory provisions (e.g. within the settlement period in accordance with clause 5.9.), you may demand a reasonable price reduction.

5.5 Insignificant defect. In the case of an insignificant defect in the goods (e.g. a minor blemish), you have no right of cancellation.

5.6 Deadline for the assertion of defects. You must report and complain about the defect immediately after its discovery, but at the latest within 3 days of receipt of the goods. If you have not discovered the defect within this period or if you could not have discovered it, you can complain about it within 6 months of receipt of the goods at the latest, or within the warranty period if the goods are covered by the warranty (Section 5.12.).

5.7 Inability to claim goods. In some situations you cannot make a complaint about goods:

a) Wear and tear. It cannot be claimed that the goods have been worn out through normal use.

b) A defect caused by you. A defect that you knew about or that you caused yourself, e.g. through improper use, installation or lack of or incorrect maintenance, cannot be claimed, which is why we also provide you with instructions and maintenance guidelines that must be followed. The same applies, for example, if the subfloor under the building is treated in a manner other than that recommended by us, if excessive loads are applied, if fasteners other than those supplied by us are used, if improper modifications are made to the product, etc.

c) Cosmetic defects. Minor cosmetic defects, e.g. slight colour deviations from the order, small scratches, etc., cannot be claimed.

d) Special features of prefabricated buildings. You acknowledge that prefabricated buildings constructed from steel components supplied by us are not watertight and we are not responsible for condensation or water ingress into the prefabricated building where the bottom edge of the walls of the building abuts the sub-

manufactured yourself. The same applies to the space between the seal of a sectional garage door or a single or double-leaf door and the substrate.

- e) **Third parties.** It is not possible to claim a defect caused by the intervention of a third party (e.g. a contractor commissioned by you to install the goods or connect the electricity and water).
- f) **Incorrect documents.** It is not possible to claim a defect that is due to incorrect documents or information that you have provided to us.
- g) **Force majeure.** It is not possible to claim a defect caused by force majeure, for example by a natural disaster (flood, storm, etc.).
- h) **Impossibility of return.** If you cannot return the goods in the condition in which you received them, you cannot withdraw from the contract or demand the delivery of new goods.

5.8 Confirmation of the claim. Once a claim has been submitted, we will issue you with a written confirmation stating the date of the claim, its content, the desired method of processing and your contact details in order to inform you of the processing of the claim.

5.9 Processing period. If we do not agree to a longer period, we will rectify the defects within a period appropriate to the nature of the defect, provided you have chosen this solution, and inform you of the processing of the complaint. If we fail to do so, you may demand a reasonable price reduction or withdraw from the contract. If we require your cooperation to assess the defect (e.g. to be able to inspect the goods), the period for processing the defect shall not begin until you have granted us your cooperation.

5.10 Other suppliers. If we are unable to meet the deadline for processing a complaint in accordance with Clause 5.9 for reasons of force majeure, you require our consent to have the defect complained about rectified by a third party.

5.11 Confirmation that the complaint has been dealt with. We will inform you by e-mail of the manner and deadline for processing the complaint. If the complaint is justified, we will reimburse you for the actual costs incurred if these costs are considered to be the lowest possible. You are obliged to prove and claim these costs within one month of the expiry of the complaint period, e.g. by means of a receipt or proof of transport costs. If the defect has been remedied by the delivery of new goods, you must return the original goods to us. However, we will bear the costs of the return shipment.

5.12 Warranty. We guarantee that the delivered goods will be free of defects and retain their flawless characteristics during the warranty period. However, we do not provide this guarantee for all goods. If it is stated on the goods in the e-shop or in the warranty card delivered with the goods, we guarantee the quality of the goods or

part of the goods for the specified period, but for a maximum of 24 months (accessories and add-ons) or 36 months (buildings). The guarantee runs from the date of receipt of the goods. The warranty does not cover defects caused by improper handling of the goods or parts thereof or defects caused by excessive use of the goods. The guarantee does not apply to the limitations mentioned in paragraph 5.7.

5.13 Cooperation. If it is necessary to rectify a warranty or other defect, we can carry out an inspection at the place of installation of the goods within the agreed time. If you do not allow us to do this, we will not be able to recognise the complaint or begin to rectify it.

5.14 Statutory provisions. Otherwise, the rights and obligations in the event of rights arising from defective performance shall be governed by the relevant legal provisions.

6 How can the contract be cancelled?

In certain cases, you and we have the right to withdraw from the contract. In this case, you must return the goods to us when you have received them. We will refund you the price paid.

6.1 Methods of termination. We may terminate the contract by cancelling the contract in accordance with these GTC. Termination of the contract is not possible otherwise.

6.2 Cancellation on our part. We may withdraw from the contract in the following cases:

a) Unpaid Price. If you fail to pay us the price for the Goods on the basis of an invoice in accordance with the Contract, we may terminate the Contract if you are more than 30 days late in paying the price or any part of it from the due date of the relevant invoice.

b) Non-acceptance of the goods. If you do not accept the goods, we may withdraw from the contract in accordance with section 3.4.

c) Refusal to cooperate. If, in the event that the goods are unavailable, you do not cooperate in accordance with section 2.4.b), i.e. if you do not respond to the new offer within 5 working days, we may withdraw from the contract due to impossibility of performance. We may also

withdraw from the contract if we require other cooperation from you and you do not provide this within 5 working days.

- d) **Breach of the GTC.** We may also withdraw from the contract if you have previously breached the contract, including the GTC (e.g. if you have not paid for the goods) or if you have deliberately provided false information when placing the order.
- e) **Obviously incorrect price.** If you have ordered goods from us at an obviously incorrect price, we may quote you a valid price in accordance with section 2.5, offer the goods at the correct price and withdraw from the original contract.

6.3 Cancellation on your part. You may withdraw from the contract in the following cases:

- a) **Delay in delivery.** If we are more than 30 days late in delivering the goods, unless the goods are unavailable or only available at a later date, which you accepted when you placed your order.
- b) **Unavailable goods.** If, after confirming your order, we inform you that the goods are not available or will be available later than stated in the e-shop (2.4.b).
- c) **Complaints due to defects.** In certain cases, you can withdraw from the contract due to a defect in the goods. This is possible if the defect in the goods is substantial (clause 5.3.d)) or if we fail to meet the deadline for processing the complaint (clause 5.9)).

6.4 The reasons prescribed by law. We and you have the right to withdraw from the contract to the extent permitted by law. This applies in particular if we or you are in material breach of the contract, including these GTC.

6.5 Method of cancellation. You can withdraw from the contract in any verifiable way, e.g. by sending an e-mail to shop@gardeon.com or a letter to our registered office. We may withdraw from the contract by sending an email to the address stated in the order or account or to the address of your registered office.

6.6 When cancellation is not possible. In some cases it is not possible to withdraw from the contract. For example, if the goods have been irretrievably mixed with other goods after delivery due to their nature or have been changed in such a way that these changes can no longer be reversed.

6.7 Effects of cancellation of the contract. Withdrawal from the contract extinguishes all mutual rights and obligations arising from the contract. However, you and we still have certain obligations:

a) Your obligations. You must return the goods to us within 14 days of cancellation if you have received them and you must bear the costs of doing so. You must return the goods to us as clean as possible and in the original packaging.

b) Our obligations. We will refund the price paid within 14 days of dispatch of the goods, if you have received them, or of receipt of the notice of cancellation to the extent specified in this paragraph. We will only refund the price once we have received the goods or you can prove that you have sent the goods to us. The refund will be made to the account from which we received the payment or to the account notified to us at the time of cancellation. We will reimburse you the price less our transport, assembly and disassembly costs to the extent of the services ordered by you and already provided by us (or prepared to be provided and not cooperated with by you), taking into account the reduction in value of the goods (Section 6.9).

6.8 Special conditions for selection. The cancellation conditions set out in this article of the GTC only partially apply to other services (in particular installation). Further information on cancellation can be found in the [Installation Terms](#).

6.9 Depreciation of the goods. You must pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary to check their condition, properties and functionality. By improper handling, we mean handling that does not correspond to the purpose of the goods or is contrary to the instructions or conditions for the care of the goods that we have communicated to you (e.g. in the e-shop or in the instructions for the goods). Of course, you are not liable for a reduction in the value of the goods that is due to a defect that you have rightly complained to us about and because of which you have decided to withdraw from the contract. If there is a reduction in the value of the goods in accordance with this clause, we may reduce the price that we refund to you by the difference between the original value of the goods and the reduced value.

7 What is our responsibility?

Our responsibility is limited. You are responsible for the accuracy and completeness of the documents you provide to us.

7.1 Intentional/negligent behaviour. Notwithstanding the above provisions and the following limitations of liability, we shall be liable without limitation for damage to life, body and health resulting from a negligent or intentional breach of duty by our legal representatives or our vicarious agents, as well as for damage covered by liability under the Product Liability Act, and for all damage resulting from intentional or grossly negligent breaches of contract and fraudulent intent on the part of our legal representatives or our vicarious agents. Insofar as we have given a guarantee of quality and/or durability with regard to the goods or parts thereof, we shall also be liable within the scope of this guarantee. However, we shall only be liable for damages that are based on the absence of the guaranteed quality or durability but do not occur directly on the goods if the risk of such damage is clearly covered by the quality and durability guarantee.

7.2 Slight negligence. We shall also be liable for damages caused by ordinary negligence insofar as this negligence concerns the breach of such contractual obligations, the fulfilment of which is of particular importance for the achievement of the purpose of the contract (cardinal obligations). However, we shall only be liable insofar as the damages are typically associated with the contract and are foreseeable. Otherwise, we shall not be liable for simple negligent breaches of secondary obligations that are not essential to the contract. The limitations of liability contained in sentences 1-3 shall also apply insofar as the liability for legal representatives, executive employees and other vicarious agents is concerned.

7.3 Further liability/liability for employees. Any further liability is excluded regardless of the legal nature of the claim asserted. Insofar as our liability is excluded or limited in accordance with 7.1 and 7.2, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

7.4 Information and documents. We shall not be liable for the accuracy or completeness of any information or documentation you provide to us in connection with the Contract or in the event that we supply Goods which are not to your satisfaction due to the inaccuracy of such information or documentation. We will, of course, endeavour to verify the accuracy of the information and documentation, but we may not be able to do so.

8 What other rights and obligations do we have towards each other?

We are subject to control by certain authorities and have the necessary authorisations. If you wish to use our e-shop, you must observe certain rules.

8.1 Use of the e-shop. By using the e-shop (e.g. by creating an account or placing an order), you agree to use the e-shop and all parts of the website on which the e-shop is operated in accordance with its purpose. The e-shop is used to order our goods and services and to obtain information about our goods. Any part of it may be copyrighted by various authors. Therefore, do not copy the e-shop or parts of it, do not interfere with it and do not use it in a way that is incompatible with its purpose.

9 What can we say at the end?

We process your personal data. In individual cases, we can make arrangements that deviate from these GTC, whereby this individual agreement naturally takes precedence. The contract is subject to German law. You also recognise that we may change the terms and conditions from time to time.

9.1 Personal data. We treat your personal data in accordance with the law and protect it like the apple of our eye. All information you provide to us is confidential and will be treated as such. You can find more information about how we handle your data in our [Privacy Policy](#).

9.2 Invalidity of the provision. Should a provision of the GTC or the contract be or become invalid or ineffective, this provision shall be replaced by a provision whose meaning comes as close as possible to the invalid provision. The invalidity or ineffectiveness of a provision shall not affect the validity of the remaining provisions.

- 9.3 Assignment and offsetting of claims.** Neither of us is authorised to assign, pledge or unilaterally offset claims against the other party without the prior written consent of the other party.
- 9.4 Relationship between the GTC and the contract.** The provisions of the GTC are an integral part of the contract. Provisions deviating from the GTC may be agreed in the contract. Agreements to the contrary in the contract shall take precedence over the GTC.
- 9.5 Applicable law and disputes.** Our company is headquartered in Germany, where it also has production facilities. The relationships arising from the contract based on an order in the e-shop <https://gardeon.com/>, as well as all related relationships, are subject to German law. We will endeavor to resolve all disputes jointly and amicably. Should this not be possible, our disputes will be decided exclusively by the court at our place of business.
- 9.6 Amendment of the GTC.** We may amend or supplement the wording of the GTC. Such a change has no effect on the rights and obligations that arose during the period of validity of the previous version of the GTC. Put simply, a change to the GTC has no effect on contracts that have already been concluded.