

General terms and conditions for consumers

Dear customers,

Firstly, we would like to thank you for your interest in our services. You are currently reading the General Terms and Conditions for Consumers („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“).

At <https://gardeon.com/> we operate an online shop (hereinafter referred to as „e-shop“) 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 a consumer**. You are a consumer if you order goods and services from us for your own use outside your business.

If you order goods and services from us “with a trade licence number” in connection with your own commercial or professional activity, in particular as a trading company or on the basis of a trade licence, the General Terms and Conditions for Entrepreneurs 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

We do not want the GTC to contain anything unusual or surprising. We therefore expressly state that in the event of a delay in delivery and notification of a new delivery date, we will obtain your consent to amend the contract concluded. This is set out in paragraph 2.4.b).

5

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.

6

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.

7

As a consumer, you have **14 days after delivery to cancel the contract**. For more information see article 7.

8

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

9

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 you can see from the above summary, in these GTC you will find information **about the purchase of goods in the e-shop**, which we deliver to you on the basis of the [Shipping Terms](#) by our own transport.

As the purchase of goods may include their subsequent assembly, you can read more about this service in the [Installation Terms](#). However, you can also carry out the assembly yourself.

1 What to say at the beginning?

We will deliver the goods to you in accordance with the contract, which includes these terms and conditions. You will pay us a price for this.

- 1.1 GTC.** The purpose of these GTC 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 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?

We conclude the contract 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 process, you will be shown all the necessary information about the price of the goods, the method of payment or dispatch and other important or legally required information.
- 2.2 Conclusion of contract.** The contract containing 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. selection of the appropriate 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 Unavailable goods. It may happen that the goods ordered are not available or that you order more items than we have available. We will 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 procedure under 2.2. applies accordingly.

b) Have we confirmed your order and are we in danger of being late? We will provide you with as much information as possible (possible reason for unavailability, expected stock) and obtain your agreement to amend the contract.

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 will only be concluded after confirmation of the amended offer. We consider an obvious price error to be, for example, a missing figure or an obvious typing or calculation error or a price that is obviously below average compared to an offer for the same or similar goods from another seller. We can 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 office 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.

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 Further details on installation. If you order goods from us that need to be installed, you have two options:

- a) **If we do the assembly.** 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 particularities:

- 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.

3.14 Remote communication. The contract is concluded remotely via the Internet through the e-shop in the manner described in point 2.2, which you agree to by placing the order with the obligation to pay, followed by our confirmation of the order. The costs of using the means of remote communication, such as the costs of the Internet connection, shall be borne by you. However, these costs do not differ from the basic rate that you pay for the regular use of these means of communication.

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) Payment on delivery. In this case, payment shall be made upon delivery of the goods against their handover.

d) 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. The delivered goods (reserved goods) remain our property until all claims arising from this contract have been paid in full.

4.6 Transfer of risk. Transfer of risk in the goods means that you are henceforth liable for all consequences in connection with the loss, destruction, damage or deterioration of the goods in any way. The risk of damage to the goods passes to you in the following situation, depending on the method of delivery:

- a) **Our transport.** If we unload the goods from our means of transport at the agreed place (e.g. behind the first locked gate or collection point) or if we are in a position to do so but you do not provide us with the necessary cooperation.
- 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 section 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) **Suitability.** The goods are fit for the purpose for which you require them if you have communicated this to us in correspondence or if this is evident from the contract to which we have agreed.
- c) **Accessories.** The goods are delivered with the agreed accessories including packaging, assembly instructions and further instructions for use;

- d) Usual intended use.** Unless we have mutually agreed on the characteristics, purpose or scope of the accessories referred to in (a) to (c) above, the goods are suitable for the purpose for which goods of this type are normally used, including with regard to legal regulations or technical standards. The quantity, quality, accessories and other characteristics of the goods, including their durability, functionality and safety, also correspond to the usual characteristics of goods of the same type that you can reasonably expect. You may also have these expectations based on public statements made by us or a third party in the same contractual chain, for example in advertising;
- e) Applicable law.** The goods comply with the requirements of applicable law;
- f) Samples and patterns.** The Goods will conform to the quality and design of the sample or pattern if you have provided it to us and we have agreed to abide by it.

5.2 Differences in the goods. If, for example, we point out to you in the order confirmation that certain properties of the goods, their intended use or their accessories may deviate from the usual (clause 5.1.d) and you agree to this when the contract is concluded, the provisions of clause 5.1.d) may not apply. In this case, we have agreed other properties instead of the usual properties. However, this will be the absolute exception. In this case, we will only conclude the contract with your consent, and in such a case the procedure set out in clause 2.2 will apply accordingly.

5.3 Notice of defects. If the goods are defective, i.e. in particular if one of the conditions specified in Clause 6.1. is fulfilled, you can notify us of this at reklamacie@gardeon.sk or in another text form. You can also use the sample form attached as Annex 1 to the GTC.

5.4 Rights arising from defective performance. Together with the notification of the defect, you can exercise your rights arising from the 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. If the goods are faulty and you wish to replace or repair them, you have the following rights:

- a) Delivery of new goods.** You may request that we rectify the defect free of charge by supplying new goods without defects or missing parts.
- b) Rectification of the defect.** You can demand that we rectify the defect free of charge.

5.5 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.

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.

5.6 Reduction and cancellation. In some cases, you can demand a reasonable price reduction or withdraw from the contract instead of having the defect rectified. These cases are as follows:

- a) Refusal of replacement or repair.** If we refuse to replace or repair the goods or do not remedy the defect in accordance with the statutory provisions (e.g. within the settlement period in accordance with section 5.11.).
- b) Repeated defect.** If the defect occurs repeatedly. A defect that has already been corrected at least twice is considered a repeated defect.
- c) Serious breach of contract.** If the defect constitutes a material breach of contract, i.e. if it is so serious that you would not have concluded the contract if you had been aware of it.
- d) Our statement.** If it is clear from our statement or the circumstances that we will not remedy the defect within a reasonable time or without significant inconvenience to you.

5.7 Insignificant defect. You have no right to cancel the contract if the defect is insignificant. We will examine and prove to you the insignificance of the defect, in particular with regard to its severity and its effect on the value of the goods. As a rule, a defect is considered to be significant.

5.8 Time limit for the assertion of defects. You can assert your rights arising from defective performance in the event of a defect that exists at the time of delivery and occurs within 24 months of receipt of the goods. If the defect occurs within 1 year of receipt of the goods, it is assumed that the goods were already defective on receipt, unless the nature or character of the defect precludes this. These periods do not apply to the period during which you cannot use the goods due to a complaint if you have rightly complained about the defect. If we provide a guarantee for the goods (paragraph 5.13.), more favourable conditions apply to you.

5.9 Inability to claim goods. In some situations you will not be able to claim 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.** It is not possible to claim a defect that you knew about or caused yourself, e.g. through improper use, installation or insufficient or incorrect maintenance; we therefore also provide you with instructions for use and maintenance that you must follow. The same applies, for example, if the substrate

under the building is prepared differently than recommended by us, if excessive loads are applied, if fasteners other than those supplied by us are used, if incorrect adjustments are made to the goods, etc. Cosmetic defects.

- c) Cosmetic defects.** The following appearances and features (cosmetic defects) may occur on the buildings, for which we are not responsible: irregular plaster structure (may occur in different places on the exterior walls of a plastered prefabricated house), protrusion or breakage of connecting screws, different colour depending on the materials used. Please note that the overall context (e.g. lighting conditions, surface texture, aging of materials and environmental conditions) can influence the perception of colour.
- d) Special features of prefabricated houses.** You acknowledge that prefabricated buildings constructed from steel components supplied by us are not watertight and that we are not responsible for condensation or the ingress of water into the prefabricated building if the lower edge of the building walls abuts the subfloor manufactured by you. The same applies to the space between the seal of a sectional garage door or a single or double-leaf door and the subfloor.
- e) Third parties.** It is not possible to claim a defect caused by the intervention of a third party (e.g. a contractor appointed by you for the installation of the goods or the connection of electricity and water).
- f) Faulty documentation.** No claim can be made if the defect is due to incorrect documentation or information provided by you.
- g) Force majeure.** It is not possible to claim a defect caused by force majeure, for example a natural disaster (flood, storm, etc.).
- h) Impossibility of cancellation.** 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.

5.10 Confirmation of the claim. After submitting a claim, 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 to inform you of the processing of the claim.

5.11 Processing period. If we do not agree on a longer period, we will rectify the defects within a period appropriate to the nature of the defect, if you have chosen this solution, and we inform you of the processing of the claim. 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.

- 5.12 Other suppliers.** If we are unable to meet the deadline for processing a complaint in accordance with section 5.11 for reasons of force majeure, you require our consent to have the defect complained about rectified by a third party.
- 5.13 Confirmation that the complaint has been settled.** We will inform you by e-mail of the manner and date of the complaint. If the defect has been remedied by the delivery of new goods, you must return the original goods to us. However, the costs for this return shipment will be borne by us.
- 5.14 Warranty.** We guarantee that the delivered goods are free of defects and retain their perfect condition during the warranty period. However, we do not provide this guarantee for all goods. If it is stated in the goods description in the e-shop or in the warranty card delivered with the goods, we guarantee the quality of the goods or parts thereof for a certain period of 2 years. The warranty 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 by excessive use of the goods. The warranty is also subject to the other limitations set out in section 6.9.
- 5.15 Co-operation.** If it is necessary to remedy a warranty or other defect, we may carry out an on-site inspection of the installation of the goods at an agreed time. If you do not allow us to carry out this inspection, we cannot recognise the complaint or even begin to process it.
- 5.16 Reimbursement of costs.** You are entitled to reimbursement of the reasonable costs of pursuing your claim (if justified and recognised) if these costs are considered to be the lowest possible. You must apply for reimbursement within one month of the end of the period in which the error occurred. Otherwise you may not be reimbursed.
- 5.17 Legislation.** The rights and obligations in connection with the rights arising from the defective performance are otherwise governed by the relevant legislation, in particular the provisions of §§ 437 et seq. BGB.

6 How can the contract be cancelled?

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

6.1 Methods of cancellation. You and we may terminate the contract by cancelling it in accordance with these GTC. Otherwise, cancellation of the contract is not possible.

6.2 Cancellation without giving reasons within 14 days. As a consumer, you may cancel the contract within 14 days of receipt of the goods without giving any reason. If we deliver the goods to you in pieces or parts, this period begins on the day of delivery of the last piece or part. You only need to inform us within this period that you wish to withdraw from the contract.

6.3 Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is

- In the case of a pure purchase contract, fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods;
- In the case of a service/works contract, from the day on which the contract is concluded.

To exercise your right of cancellation, you must inform us at Gardeon GmbH, Neuer Wall 80, 20354 Hamburg Tel: +49 40 46 89 86 22, E-Mail: shop@gardeon.com by means of a clear statement (e.g. a letter sent by post, fax or e-mail) of your decision to cancel this contract. You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancellation before the cancellation period has expired.

Consequences of cancellation

The following applies to the purchase contract:

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. We may withhold reimbursement until we have received the goods back or until you have supplied evidence of having sent back the goods, whichever is the earliest.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen days has expired.

You shall bear the direct costs of returning the goods. The costs are estimated at a maximum of around EUR 500.00.

You only have to 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 for checking their condition, properties and functionality.

The following applies to the service/works contract:

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment. If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

6.4 Cancellation of the contract by us. 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 cancel 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 goods.** If you do not accept the Goods, we may withdraw the Goods from the Contract in accordance with clause 4.4.
- c) Refusal to cooperate.** If you fail to cooperate in accordance with clause 2.4.b) if the goods are unavailable, 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 can also withdraw from the contract if we require another form of cooperation from you and you do not provide this within 5 working days.
- d) Violation 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, offer the goods at the correct price and cancel the original contract in accordance with section 2.5.

6.5 Further cancellation options on your part. You may also cancel 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) Goods not available.** If we notify you after confirming your order that the goods are not available or will be available later than stated in the e-shop (2.4.b).
- c) Defects in the goods.** In certain cases, you can withdraw from the contract due to defective goods. This is possible if the defect in the goods is significant (clauses 5.6. an 5.7.) or if we fail to meet the deadline for processing the complaint (clause 5.11.).

6.6 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.

6.7 When you cannot withdraw from the contract. In some cases, you cannot withdraw from the contract. For example, if the goods have been irretrievably mixed with other goods due to their nature or have been altered after delivery in such a way that these changes can no longer be rectified.

6.8 Special conditions for the choice. 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 are liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. We also consider such improper handling to be a use that is contrary to the purpose of the goods, the instructions or the 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 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 damage that is based on the absence of the guaranteed quality or durability but does not occur directly on the goods if the risk of such damage is clearly covered by the guarantee of quality and durability.

7.2 Slight negligence. We shall also be liable for damage caused by ordinary negligence insofar as this negligence relates to the breach of such contractual obligations, compliance with which is of particular importance for the fulfilment of the purpose of the contract (cardinal obligations). However, we shall only be liable insofar as the damage is typically associated with the contract and is 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 asserted claim. 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 are not responsible for the accuracy or completeness of the information and documents you provide to us in connection with the Contract or for the delivery of Goods that do not meet your expectations due to the inaccuracy of such information or documents. We will of course endeavour to identify any inaccuracies in the information and documents, but we may not be able to do so.

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

8.1 Codes of Conduct. We are not bound by any codes of conduct.

8.2 Complaints. If you have a complaint about our goods or services, please let us know at shop@gardeon.com. We will take complaints seriously, deal with them and keep you informed of the resolution.

8.3 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. We therefore ask you not to copy, interfere with or misuse the e-shop or any part of it.

9 What to say at the end?

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 out more 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 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 to in the contract. Agreements to the contrary in the contract shall take precedence over the GTC.

9.4 Applicable law and disputes. Our company is based 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/> and all related relationships are subject to German law. We will endeavour to resolve all disputes jointly and amicably. Should this not be possible, our disputes will be settled before the competent court in Germany in accordance with the rules of jurisdiction and venue.

9.5 Amendment of the GTC. We may amend or supplement the wording of the GTC. Such a change will not affect the rights and obligations that arose during the period of validity of the previous version of the GTC. In simple terms, a change to the GTC has no effect on contracts that have already been concluded.

9.6 Appendices. These GTC also contain the following annexes:

- Appendix 1: Complaint form
- Appendix 2: Cancellation form

Sample complaint form

Notice of claim

Seller:

GARDEON, GmbH

ID No.: 470 33 291, with registered office at Neuer Wall 80, D-20354 Hamburg, Germany, registered with the Hamburg Commercial Register under HRB 175544, e-mail: reklamacie@gardeon.sk

Buyer:

First and last name (surname):

E-mail: Phone:

Adress:

Goods complained about:

.....

I have ordered from order number

Describe the reason for the complaint:

.....

Required method of complaint handling:

.....

Or provide your account number/bank sort code if you wish to resolve the complaint by a discount on the purchase price:

.....

Date of submission - date of application and signature:

.....

Complaint protocol

Complaint procedure:

(Do not fill in below; it will be filled in by the Claims Department of GARDEON, s.r.o.)

Date of receipt of the complaint by the customer:

.....

How the claim will be handled (including confirmation of repair and duration of repair):

.....
.....
.....
.....
.....

Justification for processing the complaint:

.....
.....
.....
.....
.....

Date of complaint, name and signature:

.....

Sample form for cancellation of the purchase contract within 14 days

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form)

To Gardeon GmbH, Neuer Wall 80, 20354 Hamburg Tel: +49 40 46 89 86 22, E-Mail: shop@gardeon.com:

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of goods:

.....

.....

Ordered on

Name of the consumer(s)

.....
.....

Address of the consumer(s)

.....
.....

.....
Signature of the consumer(s) (only for notification on paper)

Date

.....
(* *Delete as appropriate*)