

Installation Terms

GARDEON, GMBH

Dear customers,

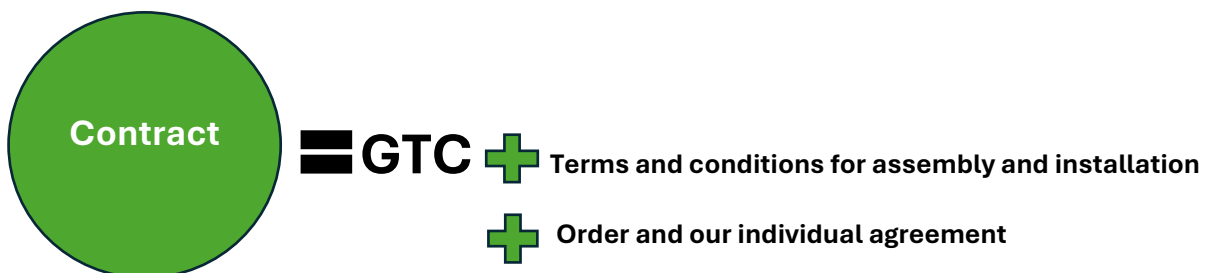
Firstly, thank you for your interest in our services. We are **GARDEON GmbH**, ID No.: 48/723/03885, with registered office at Neuer Wall 80, D-20354 Hamburg, registered with the Hamburg Commercial Register under HRB 175544 (hereinafter referred to as "**we**").

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. For the purposes of these terms and conditions, we sometimes use the term "**object**" instead of "**goods**".

One of our services is the **assembly and installation of these objects**, which is governed by these terms and conditions ("**Assembly Terms**"). You can order assembly as a special service when you purchase goods in the e-shop, or you can carry out the assembly yourself by ticking the self-assembly box **in the shopping basket of our e-shop**.

In addition to these Terms and Conditions of Installation, our contractual relationship is also governed by the [General Terms and Conditions for Consumers](#) or the [General Terms and Conditions for Entrepreneurs](#) (hereinafter collectively referred to as "**GTC**"), depending on whether you are contracting with us as a consumer or as an entrepreneur.

If the Installation Terms and Conditions and the GTC differ from each other, the Installation Terms and Conditions shall take precedence. If the contract between us and these Installation Terms and Conditions differs, what we have agreed to in the contract shall apply.



These Terms and Conditions of Installation apply to you **when you order an installation service from us**. This applies regardless of whether you conclude a contract with us as an entrepreneur or as a consumer.

The General Terms and Conditions for Consumers or the General Terms and Conditions for Entrepreneurs also apply to our contract. However, in matters of installation, these Installation Terms and Conditions or our individual agreement in the contract contain these Installation Terms and Conditions.

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

1. Please note that the installation conditions do not contain all the **important information**. **There are other legal documents** that may be binding on you. It always depends on whether you make use of one of our other services (in particular the GTC and the Conditions of Carriage).
2. On the basis of the GTC, we conclude a contract, which is a **sales contract**. We deliver the ordered goods to you. You accept the goods and pay us the price of the goods. The installation is an additional service to the purchase of the goods, which is regulated in these installation conditions.

3. In the event of installation by us, you must in particular **observe the precise conditions for readiness for construction** (Section 2.8.) and ensure **compliance with the building regulations** (Section 2.13.).
4. Information on how you can **make a claim for defective goods** and how **the warranty** we provide on the goods works can be found in Article 6 of the GTC (for entrepreneurs or consumers, depending on the position in which you conclude a contract with us).
5. Claims for defects in assembly **are treated in the same way as claims for defects in the goods in accordance with Article 6 of the GTC**. Cancellation of the contract **also applies to assembly**.
6. **If you decide** that you do not want the installation, you can cancel your order within a certain period before the installation.
7. If you have **any problems or questions**, please email us at <https://gardeon.com/> or call us on +49 40 46 89 86 22. Please also visit <https://gardeon.com/contacts/> for up-to-date contacts.

As you can see from the overview above, you will find **information about the assembly process of our goods** in these assembly conditions. Are you interested in additional services?

Would you like to deliver goods for which a normal postal or courier service is not an option? This service is subject to the [Shipping Terms](#), which describe how we deliver bulky goods (e.g. parts for workshop assembly) to you.

1. What should we say at the beginning?

We deliver the goods to you as ordered. We always regard installation as an additional service to the delivery of the goods.

- 1.1. **Installation conditions.** The purpose of these installation conditions is to explain to you what mutual rights and obligations we have in connection with the installation of the goods up to the form of the object. This assembly takes place in connection with the contract (purchase contract) that we conclude together in accordance with the GTC via the e-shop.
- 1.2. **Consent to the terms of assembly.** You agree to the terms of assembly by placing an order for goods under the GTC, unless you express your interest in self-assembly by ticking the self-assembly box in the shopping basket when completing your order. In this case, you agree to the assembly conditions at the time you send us the assembly order.
- 1.3. **Basic obligation.** The subject of the installation conditions is the installation of the goods that we have delivered to you as part of a contract concluded in accordance with the GTC. We undertake to carry out the installation professionally. You undertake to accept the goods installed in the form of an object and to pay us the price.
- 1.4. **Possibility of cancellation for consumers.** As a consumer, you may withdraw from the contract without giving reasons within 14 days of receipt of the goods in accordance with Section 20 (1) of Act No. 108/2024 Coll. on Consumer Protection and on Amending and Supplementing Certain Acts. on Consumer Protection and on Amending and Supplementing Certain Acts. Further information on the possibility of cancelling the contract can be found in Article 6 of the [GTC](#).

2. What conditions must be met before installation can begin?

The key is to ensure compliance with building regulations and structural readiness prior to installation. To this end, you will find as much information as possible on the website, with links to further information to help resolve situations where the documentation is not prepared for construction or there is another obstacle to installation. However, our aim is always to reach a mutual agreement.

2.1. **Introduction.** As part of the installation, we ensure that the delivered goods are properly installed on an appropriately prepared site and allow you to inspect and take delivery of the object. After installation, you take possession of the property and pay us the purchase price or the balance thereof.

2.2. **Your obligation.** When you order an installation from us, we expect the following points to apply. If this is not the case, you must inform us in advance and we must make individual arrangements. You declare that:

- a) **Property.** You are the sole owner of the land on which the event is taking place or the person who authorises you to erect a property there. You must also provide a suitable parking in the immediate vicinity of the property to allow uninterrupted unloading of goods and tools that does not unduly inconvenience our staff.
- b) **Construction work.** We mention this in more detail in the case of construction readiness (section 2.8.), but we need suitable conditions for carrying out the construction work. Only then can the construction be of sufficient quality. This means in particular that there must be sufficient space for the location of the object, the arrangement of the components and the necessary tools.

2.3. **Cooperation.** We need your cooperation before and during the installation in order to meet the deadlines and the quality of the installation. This cooperation includes:

- a) **Documents.** We may require various documents (e.g. photos of the installation site) or information in advance of the installation. You undertake to provide us with these documents without delay.
- b) **Changes.** You will inform us immediately of any change in circumstances that may affect the installation.
- c) **Unpreparedness.** As soon as you realise that the circumstances required for installation may not be ready, you will inform us immediately. This will allow us to better plan an alternative date for the installation.
- d) **On-site support.** If our on-site personnel require your co-operation, you agree to provide it.

2.4. **Subcontractors.** We can also carry out the construction project with the help of our subcontractors under our supervision. Of course, we are responsible for all activities of these subcontractors as if we were carrying out the construction project with our own employees.

2.5. **Character of the object.** Although we refer to our goods as "objects" in the assembly conditions, we consider it important to mention that due to their nature (prefabricated, not brick-built object) they are not "objects connected to the ground by a solid foundation" according to legal regulations.

2.6. **Date of installation.** We will inform you of the installation date in advance and this date will always be directly followed by the delivery date if you order transport from us on the basis of the transport conditions. The date may be postponed due to an unforeseen event that we cannot influence or prevent (force majeure), but of course also due to non-payment of the price (if this is payable in advance), failure to be ready for construction or other failure to co-operate.

2.7. **Description of the installation.** In short, assembly is carried out by professionally assembling the imported components of the goods together with other components and accessories provided by us on an already prepared basis. You shall ensure that the substrate is ready for construction in accordance with the following conditions in your own name and at your own expense.



Ensuring readiness for construction and compliance with building regulations



We install the canopy professionally and have it inspected.



We will hand over the canopy to you and complete the handover report.

2.8. Readiness for construction. It is important that the substrate is ready for construction before installation can be carried out. You must prepare the ground at your own expense. You can find more information on this in the [Customer care](#) section of our website. However, the basic information is as follows:

- a) **Access.** We have already set this out in the conditions of carriage, but you will need to provide sufficient access to your property for a lorry (normally 12 tonnes, but we can require up to 24 tonnes). You will then need to provide the necessary access to the site yourself. For more information, please refer to the [Shipping Terms](#).
- b) **Substructure.** The substructure under the object should be
 - **horizontal** (the limiting deviation for a reference surface of 2 metres must not exceed 30 millimetres)
 - **sufficiently stable** (either concrete slabs at least 300 millimetres thick, strip foundations, concrete foundations or interlocking paving)
- c) **Spacing.** The substrate should overlap by at least 100 millimetres on each side of the object (i.e. in width and length) compared to the plan view of the structure shown on the drawing.
- d) **Recommendation.** For interlocking pavement, it is recommended that the base of the blocks be reinforced with concrete at the anchorage points of the substructure and at the points where the walls meet the base to prevent the blocks from falling in places subject to load.

2.9. Unpreparedness. Our qualified personnel check the structural suitability of the substrate before installation. If the requirements for structural suitability are not met or if the substrate has another serious defect that prevents the construction of the object, our staff will inform you of this. It is not possible to proceed with the installation if the site is not suitably prepared, as we cannot guarantee the installation of a perfect object with an appropriate quality of workmanship. If the object is not ready for construction, the assembly of the object will be postponed and we will offer you an alternative assembly date.

2.10. Reimbursement of costs. If we have to postpone the installation for a reason for which you are responsible and we are not aware of this in advance, we are entitled to claim the associated damages. However, we will always endeavour to find a solution that is as favourable as possible for you and us and to reach an agreement with you.

2.11. **What the installation does not include.** The installation carried out by our company does not include the structural preparation of the substrate, the execution of the cabling or the plumbing installation.

2.12. **Deviations.** Minor deviations from the areas on the basic drawing may occur during the construction of the building. If these deviations do not significantly affect the function, appearance and dimensions of the structure, you may not refuse acceptance of the structure on this basis. These deviations usually concern the exact position of accessories (windows, doors, joints).

2.13. **The building procedure.** Due to the legislation governing the building permit procedure, you may have to comply with certain legal requirements before the construction of the building.

2.14. **Building documentation.** If you would like our help in preparing the necessary building and construction documentation, you can use our engineering service. In this case, please contact us and we will organise the preparation of the documentation by our specialist consultants.

2.15. **Planning advice.** Regardless of whether you need to obtain planning permission or fulfil other conditions of the building process, we always recommend prior consultation of the building plan with the building authority and verification of compliance with building regulations. Ideally, this should be done before placing a binding order for goods. A simple drawing to document the project for the building authorities will be sent to you on request. Ideally, you should also ask your neighbours about the plan, which can reduce the risk of liability in certain cases.

3. How is the handover and acceptance carried out?

Once the installation has been completed, we will sign the handover report together and hand over the property to you. As a rule, the risk of damage to the construction site is also transferred to you. If you refuse to take over the property or are not available, we can hand over the property after completion. You have a warranty on the installation and we will rectify any defects that you report to us.

3.1 **Completion of installation.** As soon as the installation has been completed, our staff will inform you that the property is ready for handover and acceptance. You can of course inspect the property and inform us of any complaints or defects. If possible, our employees will rectify these complaints and defects immediately on site and then inform you again that you can take over the property.

3.2 **Handover protocol.** We will draw up a written record of the completion of the installation and acceptance of the property, the so-called handover record (the "**Record**"). The Protocol contains the condition of the property to be handed over and your declaration as to whether you accept it and whether you have any defects to complain about. If the property still has defects that we cannot rectify on site, we will note these in the protocol and agree on how we will rectify them. We will draw up a report for the subsequent rectification of the defects. You only have to pay us the price due or part of it once we have rectified the defects.

3.3 **Refusal of acceptance.** You may not refuse acceptance of the construction work due to defects that do not prevent or significantly restrict the use of the construction work, whether alone or in combination with other defects. We will of course rectify these defects for you as quickly as possible, as agreed in the protocol. If you do not accept the goods, even though you were obliged to do so, the goods shall be deemed to have been handed over and accepted at the time at which you did not accept the goods. In this case, we will note this in the handover protocol and send it to you.

3.4 **Non-cooperation.** If you or a third party authorised by you are not on site at the time of completion of the installation, the installation shall be deemed to have been completed and the object accepted upon expiry of the 5-day grace period for acceptance of the object. In this case, we will make a note of this in the handover and acceptance report. We will inform you of the 5-day grace period by e-mail.

3.5 Transfer of risk of damage. As stipulated in the [GTC](#) and the [Shipping Terms](#), the risk of damage to the goods shall pass to you at the time of delivery, depending on the shipping method you have chosen. However, if you make use of our assembly service and this takes place immediately after delivery, the risk of damage to the goods does not pass to you at the time of delivery, but only after completion of the assembly and acceptance by signing the protocol or in the event of non-cooperation in the acceptance. However, if the time of delivery and assembly is delayed, the risk of damage shall pass to you upon delivery.

3.6 Notification of defects on site. When taking over the property, you shall check whether the property complies with the contract and our agreement and has no visible defects. You shall immediately report any defects found to our construction site personnel. You recognise that minor deviations are not considered defects. However, we will be happy to provide you with further information on whether and how minor deviations or phenomena related to the nature of the property (e.g. condensation) can be minimised.

3.7 Late notification of defects. You can also report a defect in the building or the goods at a later date. However, always report it as soon as you discover it. In this way, we can rectify it as quickly as possible and avoid major problems in the future.

3.8 Remedy of defects. You can find out how we deal with defects in the relevant [GTC](#) (Article 5). Depending on the circumstances, you can demand that the defect be rectified (by new delivery and reinstallation or repair), an appropriate price reduction or even cancellation of the contract.

3.9 Further details on assembly faults. You acknowledge that, in accordance with the [GTC](#), in some cases we will not be able to fulfil your request and will offer you another way of remedying the defect. This is the case, for example, if you request the delivery of new goods (object) instead of the repair of an already assembled object, which may be more time-consuming and costly for us (e.g. necessity of dismantling the existing object, import of new components, and reassembly).

3.10. Co-operation. If you complain about a defect in an object or part of an object, you must give us the opportunity to inspect the object or part of the object on site. If you fail to cooperate or delay this cooperation, this may result in your complaint not being processed or only being processed with a delay, even after the expiry of a period of 30 days following notification of the defect.

3.11. What is not a defect? As stipulated in the [GTC](#), some defects cannot be claimed. These are mainly defects caused by your error, the error of a third party (with the exception of our employees), normal wear and tear or force majeure, as well as cosmetic defects. For example, it is not a defect if the substrate is damaged during the construction of the property if the construction preparation was inadequate and we did not or could not have recognised this even if we had exercised due care (e.g. as a result of an unsuitable substrate under the building).

3.12. Warranty. We grant you a warranty on the installation of the structure for the statutory period from the date of acceptance of the structure. During the warranty period, you may claim defects in the object or its components within a certain period of time. Defects are handled in a similar way to ordinary complaints (section 3.8). We may grant a longer guarantee for certain components (e.g. movable elements). You will always find information on the guarantee in our e-shop, in the guarantee card or we will provide it to you on request. The warranty does not cover defects caused by improper handling of the item or other defects listed in the [GTC](#) (Article 5). If the "Gardeon Premium" service is utilised, the guarantee is granted for a further 5 years from the end of the guarantee period.

3.13. Other suppliers. If we comply with the agreed procedure for claiming and remedying the defect in accordance with the GTC and these installation conditions, you require our consent to have the defect remedied by another supplier.

3.14. **Other information.** Further information on our services, including the warranty of properties and the functionality of the delivery item, the complaints procedure and the deadlines for asserting defects can be found in the respective [GTC](#) (Article 5).

4. How are the prices and terms of payment determined?

You approve the installation price as part of the ordering process. You can pay for the installation in various ways, but as a rule we require payment of the invoice in advance.

4.1 **Price.** The price for the installation and any advance payments are always stated in the e-shop during the ordering process. We always state the price excluding and including VAT.

4.2 **Payment.** The method of payment of the price is specified in the order form. If it is not specified there, you have the same payment options as set out in the [GTC](#) (in particular the option of payment by bank transfer, card, cash on delivery or on the basis of an advance invoice or invoice).

4.3 **Invoice.** We will issue a tax receipt (invoice) upon or after payment of the goods, which we can send to you physically or electronically.

5. What can we say at the end?

We have already agreed on most general matters in the GTC. We may make individual agreements on matters that deviate from the GTC and these Installation Conditions, and this individual agreement is exclusively mandatory. This contract is governed by German law.

5.1 **References.** We may take photos or videos of the construction and installation site, even without your consent. We may use this material for PR and marketing purposes, for example as references on our website and in promotional materials. Of course, we will ensure that neither you nor other persons and, if possible, your house or the property around the construction site are recorded.

5.2 **Relationship between the installation conditions, the GTC and the contract.** If the GTC and these Terms and Conditions of Installation differ from each other, the provisions of these Terms and Conditions of Installation shall prevail. If the contract and the installation conditions differ, the provisions of the contract shall take precedence.

5.3 **Applicable law and legal 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 shall be settled before the competent court in Germany in accordance with the rules of jurisdiction and venue.

5.4 **Amendment of the installation conditions.** We may amend or supplement the wording of the Terms and Conditions of Installation. Any such amendment shall not affect the rights and obligations that have arisen during the period of validity of the previous version of the Terms of Installation. In simple terms, a change to the terms and conditions has no effect on contracts already concluded.

These terms and conditions apply from July 1, 2025.