

Conditions for the transport of goods by our company

Dear customers,

First of all, 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 or order the manufacture of garages, garden sheds, carports, pergolas and various accessories, or order our other services and goods.

These terms and conditions govern the regulations for the carriage of goods to you (“**Conditions of Carriage**”).

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 conclude a purchase contract (hereinafter referred to as “**Contract**”) with us as a consumer or as an entrepreneur.

In addition to transport, you can also make use of our assembly service, which is described in the Installation Terms.

These shipping conditions apply to you if you **order a delivery service directly from us**. This applies regardless of whether you are contracting with us as an entrepreneur or as a consumer.

These Terms and Conditions of Carriage shall take precedence in the event of any other amendment or contradiction to the GTC or other Terms and Conditions of Service. We will amend individual provisions of the contract by mutual agreement.

Although you must read these Conditions of Carriage in full and, by entering into a contract with us, 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 these Conditions of Carriage **may not contain all the important information**. There are other **legal** documents that may be binding on you. It always depends on whether you use one of our other services (in particular the General Terms and Conditions and the Installation Conditions).

2

Our transport usually takes place in such a way that we deliver the goods to you using our own vehicles with an unladen weight of up to 12 tonnes. However, some goods must be transported in larger vehicles with an unladen weight of up to 24 tonnes. We will inform you of the need to use a larger vehicle (over 12 tonnes). You must **ensure smooth access to your property and sufficient space for reloading the goods.**

3

Depending on the agreement, we will either place the goods **behind the first lockable gate** or **unload them and bring them to your base at the site.**

4

If you have any problems or questions, please send us an e-mail to 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 summary above, these Conditions of Carriage contain information about the supply of goods to you by our company.

1 What to say at the beginning?

You have ordered the delivery of goods from us via our company. The rules for such a delivery are set out in the Conditions of Carriage. When you order a delivery, we consider this to be part of the contract concluded in accordance with the Terms and Conditions.

1.1 Contract. We enter into a contract with you under which we supply our goods to you. This relationship is governed by the relevant GTC.

1.2 Part of the contract. In the case of an order for the transport of goods, we consider the transport of goods to be part of the contract (purchase contract) within the meaning of the GTC.

1.3 Acceptance of the conditions of carriage. By placing an order for goods in accordance with the GTC, you accept the conditions of carriage if you also order delivery of the goods from us as part of your order. By submitting your order, you confirm that you have read and understood the Terms and Conditions of Carriage and that you will comply with them. O těchto dalších způsobech doručení se dozvíte ve VOP.

1.4 Other delivery. These conditions of carriage do not apply if you choose a different method of delivery. You can find out more about these delivery methods in the General Terms and Conditions.

1.5 Right of cancellation for consumers. As a consumer, you have the right to withdraw from the contract within 14 days of receipt of the goods without giving any reason 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. For more information on the possibility of cancelling the contract, please refer to Article 6 of the [General Terms and Conditions for consumers](#).

2 What about the delivery price?

You are obliged to pay us the price for the delivery of the goods. The price is always stated in the order.

2.1 Price. The price depends on the size and weight of the goods and the distance the goods travel from us. You will find the price in the order and we indicate it with and without VAT.

2.2 Customised prices. For special consignments (unusually large consignments; deliveries outside the countries in which we operate), we can inform you of the shipping price individually in our offer.

2.3 Payment. The method of payment of the price is specified in the order. If it is not specified there, you have the same payment options as stated in the GTC.

2.4 Invoice. We will issue you a tax document (invoice) upon payment or after payment upon delivery, which we can provide to you physically or electronically.

3 How does the delivery itself work?

We will always let you know in advance when we will deliver the goods. If the date does not suit you, you can inform us at the latest on the working day before the delivery date. We will deliver the goods to the kerbside, to the intended place of installation or as agreed.

3.1 Basic delivery conditions. In order for us to deliver the goods successfully, you must fulfil certain basic conditions. If these conditions are not met, we may proceed according to the conditions of non-acceptance of the goods (paragraph 3.7) or redelivery (paragraph 3.8). These conditions are as follows:

- a) Vehicle Access.** For a successful delivery, the access roads and the place of delivery must be accessible for vehicles up to 3.5 tonnes. In some cases, for larger goods or multiple items, up to 12 or 24 tonnes. We will inform you in advance if a larger vehicle is required.
- b) Manipulation.** The delivery point must not only allow a smooth arrival, but also the handling of the vehicle and goods so that they can be unloaded at the agreed location. This means in particular that the access roads, gates, fences, etc. must allow the movement of the vehicle and the stacking of the goods in an appropriate manner.
- c) Delivery options.** Unless we agree otherwise, we offer two basic delivery options:
 - **Curbside delivery.** In this case, on your instruction, we will arrange for the goods to be placed behind the first lockable gate if this is accessible in accordance with the above rules. You must prepare an area for the safe unloading of the consignment.
 - **Delivery to the ground for future construction.** In this case, we will ensure that the goods are placed on the prepared base for future construction. This should meet the requirements for readiness for construction. If you do not order the assembly of the goods from us, we do not check the readiness of the substrate for construction and place the goods on the substrate according to your instructions.

d) Cooperation. You or your representative must be personally present at the time of delivery and provide us with the necessary assistance.

3.2 Contact details. We will also use the contact details from the order for communication regarding the delivery. If you wish to change them, please let us know at shop@gardeon.com.

3.3 Information in advance. We will let you know the date and approximate time of delivery a few days in advance by email or phone.

3.4 Obstacles to delivery. Obstacles to meeting the communicated delivery date may occur on both sides. We will proceed as follows:

a) Obstacles on our side. We will inform you immediately by e-mail or telephone of any delays in delivery that may arise (e.g. due to the number of parts and accessories of the goods that are also manufactured by third parties). Delays may also be caused by an obstacle on the part of third parties (technological problems in production, force majeure) that are beyond our control. In this case, we will notify you again in accordance with the procedure described in paragraph 3.3 of these Terms and Conditions of Carriage.

b) Obstacles on your side. There may be obstacles on your side that prevent you from meeting the agreed delivery date, including from third parties (readiness of the installation site - building ground under the building, force majeure), which are beyond your control.

c) Date of change. You can ask us to cancel the delivery and change the date (date and/or time), but always at least 1 working day before the announced delivery date. We may notify you within the same period. If you need to change the date or time of delivery, please let us know at shop@gardeon.com or call us on +49 40 46 89 86 22.

3.5 The delivery period. We will always endeavour to meet the delivery window as closely as possible. However, you acknowledge that the delivery time may change, in particular due to traffic disruptions or delays in delivery to other customers. Where possible, we will keep you informed.

3.6 Checking the goods. We will always endeavour to meet the delivery window as closely as possible. However, you acknowledge that the deliver.

3.7 Non-acceptance of goods. If you breach your obligation to accept the goods, this will not constitute a breach of our obligation to deliver the goods, except as provided in paragraph 3.6. of these Conditions of Carriage. Failure to take delivery of the goods shall not constitute cancellation of the contract. However, in such a case we may cancel the contract if you are in material breach of the contract. If we decide to withdraw from the contract,

the withdrawal will take effect from the date on which we notify you of the withdrawal from the contract. Withdrawal from the contract shall not affect any claims for payment of the carriage charge or for compensation for any loss or damage incurred by us.

3.8 Redelivery. If the goods have to be redelivered for reasons for which you are responsible, you must bear the costs of this redelivery. These costs correspond to the costs that you paid for the transport or would have had to pay for the first attempted delivery.

3.9 Force majeure. In the event of force majeure or unforeseeable events (e.g. natural disasters, pandemics, operational disruptions, supplier failures, etc.), we are entitled to extend the delivery period by the duration of the force majeure and shall not be liable to you for any damage resulting from the late delivery of the goods. However, we will always inform you of this fact.

3.10 Transfer of risk of damage to the goods. The passing of risk in the goods means that from that moment you will be liable for all consequences relating to the loss, destruction, damage or deterioration of the goods in any way. The risk of damage to the goods shall pass to you at the moment we deliver the individual goods to their destination.

3.11 Handover protocol. After the goods have been unloaded at the destination, we will jointly sign the handover protocol. At the time of signing the protocol or unauthorised refusal to accept and sign the handover protocol, unless it is a refusal for the reasons stated in Article 3.6., the goods are deemed to have been handed over and accepted.

4 What should we say in conclusion?

We have already agreed on most general issues in the GTC. We can make individual agreements other than those in these Conditions of Carriage, whereby these individual agreements naturally take precedence.

4.1 Consumer rights. If you are a consumer, carriage under the Conditions of Carriage is part of the contract under the GTC and the rights of the consumer under the GTC apply accordingly.

4.2 Rights of entrepreneurs. If you are an entrepreneur, the carriage under the Conditions of Carriage is part of the contract under the GTC and the rights of an entrepreneur under the GTC apply accordingly.

4.3 The relationship between the Conditions of Carriage, the GTC and the contract. If the GTC and these Conditions of Carriage deviate from each other, the provisions of these Conditions of Carriage shall take precedence. If our individual agreement in the contract and the Conditions of Carriage differ, the individual agreement shall prevail.

4.4 Applicable law and disputes. 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 will be settled before the competent court in Germany in accordance with the rules of jurisdiction and venue.

4.5 Amendment of the Conditions of Carriage. We may amend or supplement the wording of the Conditions of Carriage. Any such change will not affect the rights and obligations that arose during the period of validity of the previous version of the Conditions of Carriage. Simply put, the amendment has no effect on contracts already concluded.