

Changes and additions to the product range may lead to changes in the installation instructions. Please check your documents every quarter to see if they are up to date or allow our staff to inform you.

#### DELIVERY AND CONTRACT CONDITIONS

Delivery: The shipping company will deliver to the kerbside. The customer must take care of unloading. Prerequisite is an entry access for a lorry with a trailer. Please inform us if this is not available! Delivery is from the warehouse 36043 Fulda. Collection: In the event of collection from the warehouse, the collecting party is responsible for securing and transporting the cargo. Our General Terms and Conditions apply exclusively [Tax Office Bad Homburg v.d.H. / Tax number 003 232 01192]. In accordance with § 14 of the Value Added Tax Act, the invoice document must be retained for at least 2 years [private person] or 10 years [companies]. The retention period begins at the end of the calendar year in which the invoice has been issued. We expressly point out that scratches on the bottom do not constitute a defect! The substructure is partly made of recycled floorboards, which often makes the mixes a little different. This recycling process is part of ISO 14001 standard fulfilment. Since the substructure is not visible on a terrace, these colour deviations are not a defect!

#### INFORMATIONS ON INSTALLATION

Information regarding the installation instructions  
MYDECK assumes no liability or guarantee for damage caused by non-compliance with the installation instructions.

For most workman, the process of installing the design floorboards is similar to installing a deck made of wood. In certain aspects, it may require them to change their usual practises. The installation methods described by MYDECK are recommended, but they can not cover every imaginable situation. As each installation is unique, the trade person is ultimately responsible for the used installation method. We recommend having all construction designs reviewed by an architect, engineer or local building inspector before you begin installation. Before starting the installation, make sure that your plans conform to local building codes. Mention of trade names of other companies does not constitute a recommendation, and does not exclude the use of other similar products. We reserve the right to make changes in the context of the technical progress or further developments.

#### CARE INSTRUCTIONS

MYDECK assumes no liability or guarantee for damage caused by non-compliance with the installation instructions.

In order to keep the floor clean, we recommend a regular cleaning with a water hose and a scrubber [please brush in the direction of the grain]. Please do not use a high-pressure cleaner.

Roof Overhangs: On edges and roof overhangs, where the water dries off more slowly, it can cause dirt / water spots [this effect is favoured by a lack of slope].

Please note our installation and care instructions on our website [www.MYDECK.de/downloads](http://www.MYDECK.de/downloads).

#### NOTES ON INSTALLATION

The groove is ideally suited to our clip system. We regularly optimise our product for you, and thus we reserve the right to make changes to the groove. Please note our product information for the installation clips. Compliance with the prescribed spacing is strictly necessary to ensure full ventilation and expansion. When choosing the distances, please always observe the installation temperature [recommended distances at 1°C - 23°C]

#### SUBSTRUCTURE SPACING:

Minimum ventilation underneath: 5 cm  
Centre spacing between substructure planks: 40 cm  
Joint spacing between substructure planks: 10 mm

#### Floorboard spacing:

Distance to rising components: 15 mm  
Spacing between floorboards lengthwise: min. 5 mm  
> Shock distance: 8 mm  
Please do not connect head butting over 4 m with each other! For head butting we recommend a doubling of the substructure. The installation top side is always the lighter, matte and brushed surface!

#### NOTES ON COLOUR

The use of natural products can lead to slight differences in brushing and colour nuances between the individual batches due to production. In larger construction projects, we recommend mixing the different packages with each other when installing the floorboards in order to obtain a varied and balanced version of the same colour. The innovative colour technology ensures slightly iridescent shades, which provide a natural looking effect. The colour Macao is also characterised by a slightly mottled colour texture, providing a high-quality and natural appearance. The colour texture can be more or less evident, depending on the sample piece or floorboard. The colors included in the design planks are UV-resistant. Since exterior floorboards are made of a natural material with a high proportion of wood, the colour of the floorboards will still develop due to the UV radiation. The strongest colour deviation occurs during the adjustment period. Weathering predominantly occurs in the first year after installation. The wood content consists mainly of spruce and Douglas fir. The natural yellowish content of these woods first increases and then decreases during this setting process, which ultimately produces the desired coloured hue. The colour variation is especially seen in the cooler shade of 'Boston'. The 'Boston' shade assumes a beautiful grey stone. Due to the light colours, the initial colour development up to the desired permanent colour is more visible on the 'COLOURS grand palma' than on our other collections.

#### COLLECTION CHANGE | PLEASE NOTE

Please pay attention to our colour update 2020 and the changes at the colour 'Palma' and the collection 'COLOURS one'. For further questions our sales team is always at your disposal.

**A. CUSTOMER INFORMATION**  
**1. IDENTITY OF THE SELLER**

mydeck GmbH  
Falkensteiner Straße 6b  
61462 Königstein, Germany

represented by the Managing Director  
Eberhard Horn, Marit Nagorny-Heun

T: +49 61 74 92 43 30  
F: +49 61 74 92 43 41  
Mail: info@mydeck.de

**2. ONLINE SHOP**

Website: [www.mydeck.de](http://www.mydeck.de)

**3. CONSUMER INFORMATION**

(1) Consumer information under Regulation EU No 524/2013:

The European Commission provides a platform for online dispute settlement (OS). The platform can be found at <http://ec.europa.eu/consumers/odr/>. Our email address can be found above under the heading „Identity of the seller“. (2) Consumer information in accordance with Consumer Dispute Settlement Act: The seller is not ready and is obliged to Dispute settlement procedure before a consumer arbitration board. 4. Essential characteristics of the product or service We list the essential characteristics of the product and / or service in the respective item description and in any supplementary information on our website.

**B. GENERAL TERMS AND CONDITIONS (GTC)**

**§ 1 CONTRACTUAL PARTNER | APPLICATION AREA |  
CONTRACT LANGUAGE**

(1) Contracting party under the following general conditions Terms of business belong to mydeck GmbH (hereinafter referred to as „seller“) and the customer. Further information on the communication data and the legal representation of the seller can be found in the provider identification. See: [www.mydeck.de/shop/impressum-datenschutz](http://www.mydeck.de/shop/impressum-datenschutz)

(2) These terms and conditions regulate the sale of products from the seller to the customer, in particular through the online shop on the above website. During the order process, the customer must accept the following terms and conditions in the version, which is valid at the time of the order. Customers within the meaning of these terms and conditions are consumers as defined in § 13 BGB. Companies within the meaning of § 14 BGB receive the applicable terms and conditions on request.

(3) Deviating terms and conditions are contradicted. Any provisions other than those contained herein shall only become effective upon the express agreement of a representative of the Seller and the respective Customer, who is entitled to conduct the business. All communication within the framework of the declarations relevant for the contract should take place in the German language.

**§ 2 CONCLUSION OF CONTRACT**

(1) The seller's offers on the website constitute an online catalogue with a non-binding invitation to the customer to order goods from the seller.

(2) By ordering the desired goods by completing and sending the online form on the website, by e-mail, by fax, by telephone or by post, the customer makes a binding offer to conclude a purchase contract. The offer is binding at the latest, when it has passed the respective interface to the seller. For orders via the website, the order is only binding if it is done by clicking on the button „Order for payment“ at the end of the ordering process. Input errors can be changed before confirming the order by going back in the ordering process, using the „back“ function of the browser on the appro-

priate page in the ordering process.

(3) The seller is entitled to this offer within a period of seven calendar days, with the receipt of an order confirmation or delivery of the ordered goods. The order confirmation is made by receiving an e-mail. After the expiry of the deadline, the offer is invalid.

(4) Should the order confirmation or any other legally binding statement of the Seller contain typographical or printing errors or should the price determination be based on transmission errors, the Seller is entitled to challenge the declaration of error, whereby the Seller bears the burden of proof regarding the error. Any payments received will be promptly refunded in this case.

(5) The contract or item description is not stored by the seller.

**§ 3 PRICES**

(1) All prices are with included applicable value added tax (currently 19 or 7 percent) without costs of packaging and shipping at the time of order

(2) For packaging and shipping (shipping costs) of the delivery, the costs will be charged separately, unless otherwise stated. The amount of packaging and shipping costs are summarised on the information page „Shipping and Payment Conditions“.

See: [www.mydeck.de/shop/versand-zahlungsbedingungen](http://www.mydeck.de/shop/versand-zahlungsbedingungen)

(3) All prices, including packaging and shipping, are valid only at the time of order. By changing and updating the website, all previous prices and other information about goods will be void. Relevant are only the prices, valid at the time the binding order is placed. (4) Additional services and special arrangements, which can not be booked directly by the website, such as commission or express delivery, always require a separate agreement and are therefore charged separately.

**§ 4 PAYMENT TERMS**

(1) Payments are made using the options offered in the ordering process, e.g. by advance payment (bank transfer in advance) or PayPal. The seller reserves the right not always to keep all or possibly further payment methods in the order process selectable, and to retrospectively exclude payment methods which involve an initial economic risk to the seller after a credit check. Furthermore, the seller reserves the non-acceptance of the offer of the customer or withdrawal from the contract, as far as the purchase price claim of the seller is at risk.

(2) At the moment of payment by PayPal, the end user concludes a contract with the seller.

**§ 5 RIGHT OF WITHDRAWAL**

(1) Customers are hereby expressly referred to the statutory right of withdrawal for distance contracts and to the separate instruction on the right of withdrawal. See: [www.mydeck.de/shop/rueckgabe](http://www.mydeck.de/shop/rueckgabe)

(2) Companies according to § 14 BGB are not entitled to a right of withdrawal.

**§ 6 DELIVERY CONDITIONS**

(1) Delivery shall be made by shipment from the warehouse to the delivery address provided by the customer.

(2) The availability of the goods and the delivery date are based on the information on the website.

(3) Should a product ordered by the customer be unexpectedly unavailable despite timely disposition for reasons beyond the seller, the seller will inform immediately about the unavailability and will refund immediately the customer in the event of withdrawal of any already made payments.

(4) If the seller, for reasons for which the seller is responsible for delayed delivery or a delivery is impossible, and this is not due to intent or gross negligence, liability for

damages is excluded. Further customer claims remain unaffected.

(5) If delays in delivery are due to reasons for which the seller is not responsible (force majeure, fault of third parties, etc.), the time limit shall be extended accordingly. The customer will be informed immediately. If the causes of the delay last longer than four weeks after the conclusion of the contract, each party is entitled to withdraw from the contract.

(6) The delivery takes place, if not differently indicated, against a packing and forwarding expenses lump sum (§ 3 para 2), the exact amount which is awarded separately for each delivery.

(7) In the case of a sale of consumer goods, the seller bears the risk of accidental loss or accidental deterioration during transport. §7 RETENTION OF TITLE

The ordered goods shall remain the property of the Seller until full payment has been made.

(2) Prior to transfer of ownership, any resale, leasing, pledging, transfer by way of security, processing, other disposal or transformation without the express consent of the seller is not permitted.

#### § 8 GUARANTEE

The statutory liability for defects applies.

(2) Note: Damage caused by improper or non-contractual measures of the customer, e.g. during installation, assembly, connection, operation or storage, does not justify a claim against the seller. The inappropriateness of the measures is determined in particular according to the manufacturer's specifications.

(3) Upon purchase of a used item, the customer's claims for supplementary performance become time-barred one year after receipt of the goods. The shortening of the period to one year does not apply if a liability for compensation for damage to body or health due to a lack of intentional or gross negligence on the part of the seller, including his vicarious agents, is supported. Recourse claims according to §§ 478, 479 BGB remain unaffected.

(4) In the case of obvious defects and transport damage, the customer is requested to notify the seller immediately. This makes it easier for the seller to possibly assert further claims against his own supplier. If the customer is a consumer, the failure to report immediately has no effect on its guarantee claims within the meaning of para. (1) shall apply. For companies applies § 377 HGB.

(5) We ask you not to send in defect goods. Upon request, we will send you a return label for the free return.

#### §9 LIABILITY

(1) In the case of death, damage to health or physical injuries, the seller is liable in accordance with the statutory provisions. The liability according to the compulsory regulations of the product liability act remains unaffected.

(2) Apart from the cases in which he has culpably violated a material contractual obligation, the seller is only responsible for intent and gross negligence. Significant contractual obligations are these which grant to the parties the rights which the contract has to grant in terms of its content and purpose, in particular the obligations, which fulfillment enables the proper implementation of the contract and for which compliance the contracting party regularly relies on.

(3) Insofar as an attributable breach of duty is based on simple negligence and an essential contractual obligation (see Section (2)) is culpably breached, the seller's liability for damages shall be limited to the foreseeable damage, which typically occurs in comparable cases.

(4) For other cases of slight negligence, the liability of the seller is excluded.

#### § 10 DATA PROTECTION

The data processing takes place in accordance with the applicable data protection law, which is based on the location of the data processing agency. Also reference is made to the instructions on data protection.

See: [www.mydeck.de/shop/impressum-datenschutz](http://www.mydeck.de/shop/impressum-datenschutz)

#### § 11 IMPROPER CLAUSES | COURT OF JUSTICE | APPLICABLE LAW

1. If one or more provisions of these terms and conditions are ineffective, this does not mean that the whole contract is not valid.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of business of the seller (see A.1.) shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the customer does not have a general place of jurisdiction in Germany, the customer has moved his domicile or habitual residence abroad after conclusion of the contract or this is unknown at the time the action is brought.

(3) The law of the Federal Republic of Germany applies to the conclusion and settlement of all contracts. The validity of the UN Sales Convention is excluded. This shall not affect any mandatory provisions of the state in which the customer, the consumer, has his habitual residence at the time the contract is concluded.