

Terms of guarantee



We grant a 20-year guarantee with a clear conscience.

The following conditions apply to all services, including future deliveries, with exclusion of the customer's general business terms and conditions. Individual agreements which differ from this term require our explicit written confirmation and, in case of doubt, apply only to the specific legal transaction for which they were explicitly agreed in writing.

1. Duration and beginning of the guarantee:

- a) The guarantee for Biohort products is granted for a period of 20 years.
- b) The period of guarantee begins on the invoice date. Replacement deliveries do not lead to an extension of the original guarantee period.

2. Terms and conditions for the guarantee:

- a) The Biohort product was purchased from a Biohort retail partner.
- b) The assembly / installation was carried out professionally in accordance with the enclosed assembly instructions and the usual maintenance measures were observed.
- c) The Biohort product was used to store garden tools, garden furniture, bicycles, etc. and was not used for any other purpose.
- d) The Biohort product is in the possession of the original purchaser and has not been dismantled and reassembled. The invoice must be presented as proof of guarantee.

3. Content and scope of the guarantee:

- a) The guarantee covers rust-through of sheet metal parts and parts that are demonstrably unusable or significantly impaired in their usability due to faulty design or poor workmanship. These parts will be repaired or replaced free of charge at our discretion.
- b) We are not liable for any costs incurred for the removal, installation and transport. The defective parts become either our property or must be disposed of by the customer.
- c) We do not assume liability for any consequential damages.

4. Limitations of the guarantee:

a) This guarantee does not cover defects which have occurred due to:

- Transport damages (the shipping company is liable for these damages - please report them immediately)
- External influence or performance, extraordinary natural phenomena (e.g. hail) and all forms of force majeure
- General assembly errors
- Foundation defects, lack of water drainage in the floor profile area
- Unsuitable installation site and / or missing or improper anchoring
- Paint damages and scratches, which were not repaired immediately
- Maintenance errors (e.g. failure to oil/grease the cylinder lock and hinges, omission of standard maintenance measures)
- Increased air humidity or corrosive substance e.g., corrosive, and abrasive cleaning agents, salt, chloride substance, fertilizer and other chemical substances, saltwater with higher salinity and/ or areas with ambient air containing sand.

Components that are regularly exposed to permanently increased ambient humidity and aggressive substances (e.g., interior wall of raised beds, composters MonAmi, plant bed Belvedere, and plant box system DaVinci) are therefore excluded from the guarantee.

Areas that are in a horizontal radius of 5 km from the coastline, for example (but not limited to) coastal areas around the North Sea that are exposed to sand and salt **are in all cases excluded from the corrosion-guarantee.**

- Wear and tear (e.g. cylinder lock, hinges, gas struts)
- Colour changes, as colourants can change over time

Only the statutory warranty period of 24 months applies to glass (including those in doors and windows), electrical, rubber and plastic parts (e.g. EPDM roof membrane), as well as to the sun screen of the pergola.

b) This guarantee expires if the customer is in default of payment or if the defect is not claimed and proven in writing within 10 working days of the damage being discovered.

5. Miscellaneous:

The place of fulfilment for all liabilities arising from guarantee obligations is 4120 Neufelden, Austria.

The purchaser or third party cannot assert any additional rights beyond those included in our terms of guarantee, especially with regard to offsetting damage claims of any kind or rights of retention. Moreover, the terms and conditions of the relevant supplier shall apply according to the terms and conditions of the guarantee.

In addition to the warranty claim set out above, statutory standardised rights to rectification of defects, free of charge, remain unaffected.

To assert a warranty claim, written notification must be sent to the following email address: office@biohort.at.