

General terms and conditions of sale Instagrid GmbH

§1 Scope, channel

1. These General Terms and Conditions of Sale (GTC) shall apply to all distribution channels with the exception of online business between Instagrid GmbH, Solitudeallee 27, 71636 Ludwigsburg, Germany (hereinafter referred to as “Instagrid” or “Seller”) and its customers (hereinafter referred to as “Buyer”). The GTC shall only apply if the Buyer is an entrepreneur (pursuant to Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)), a legal entity under public law, or a special fund under public law.
2. The GTC apply in particular to contracts for the sale and/or delivery of movable goods (“Goods”), regardless of whether Instagrid manufactures the Goods itself or purchases them from suppliers (pursuant to Sections 433 and 650 of the German Civil Code). The GTC in the version valid at the time of the Buyer’s order, or at the very least in the version last communicated to the Buyer in text form, shall also apply as a framework agreement for similar future contracts without requiring Instagrid to refer to it again in each individual case, unless otherwise agreed.
3. The GTC apply exclusively. Deviating, conflicting, or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that Instagrid has expressly consented to the application of such GTC. Regardless of circumstance, this requirement for consent also applies, for example, when, in knowledge of the general terms and conditions of the Buyer, Instagrid performs the delivery to the Buyer without reservation.
4. Regardless of circumstance, individual agreements made with the Buyer in individual cases (including collateral agreements, supplements, and amendments) shall take precedence over these GTC. Subject to proof to the contrary, a written contract or our confirmation in writing or in text form shall be authoritative for the content of such agreements.
5. Legally relevant declarations and notifications of the Buyer with regard to the contract (setting of deadlines, notification of defects, withdrawal or reduction, for example) shall be made in writing or in text form (letter, email, fax, etc.). Legal formal requirements and further proof, in particular in case of doubt about the declaring party’s legitimacy, shall remain unaffected.
6. References to the applicability of statutory provisions shall only be of a clarifying nature. Even without said clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§2 Conclusion of contract

1. The contract negotiations begin with the presentation of the products in the premises of Instagrid or by presentation of the goods in external sales. The catalogs, technical documentation (such as drawings, plans, calculations, references to DIN standards), other product descriptions, or documents (also electronic ones) to which Instagrid reserves property rights and copyrights, do not represent a binding offer, but only serve as information for guidance.
2. A request to have Instagrid to prepare an offer is non-binding. After receiving a request, Instagrid submits to the Buyer a non-binding offer in text form (unless otherwise stated in the respective offer). The order of the Goods by the Buyer is considered a binding offer to conclude a contract (hereinafter “Purchase Order”). Unless otherwise stated in the Purchase Order, Instagrid shall be entitled to accept this Purchase Order within 2 weeks of its receipt. The contract becomes binding when Instagrid accepts the Purchase Order in a timely manner.
3. The Purchase Order and all information required in connection with the conclusion of the contract will be processed and transmitted by email—in part automatically. Therefore, the Buyer must ensure that the email address he/she provided to Instagrid is correct, that he/she has the technical means to receive emails, and said ability to receive emails, in particular, is not prevented by spam filters.

§3 Delivery deadline and delayed delivery

1. The delivery deadline is agreed individually or stated by Instagrid upon acceptance of the Purchase Order. If this is not the case, the delivery deadline is between four and six weeks from the conclusion of the contract.
2. If Instagrid cannot meet binding delivery deadlines for reasons for which Instagrid is not responsible (nonavailability of performance of the service), Instagrid shall inform the Buyer of this fact immediately and at the same time inform him/her of the new expected delivery deadline. If performance of the service is also not available by the new delivery deadline, Instagrid shall be entitled to withdraw from the contract in part or in whole. Instagrid shall immediately refund any payment already tendered by the Buyer. A case of non-availability of performance of the service in this sense is in particular the non-timely delivery by Instagrid’s suppliers if Instagrid has concluded a matching cover transaction, if neither Instagrid nor its suppliers are at fault, or if in the individual case, Instagrid has no procurement obligation.
3. The occurrence of a delayed delivery by Instagrid shall be determined according to the statutory provisions. However, a reminder sent by the Buyer is required in any case. If Instagrid is in default of delivery, the Buyer may demand a lump-sum compensation for his/her damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of the delay, but in total not more than 5% of the delivery value of the delayed goods. Instagrid reserves the right to prove that the Buyer has suffered only a significantly lower damage than the aforementioned lump sum or no damage at all.

4. The rights of the Buyer pursuant to Section 8 of these GTC and Instagrid's legal rights, especially in case of an exclusion of the obligation to perform (for example, due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

4§ Delivery, transfer of risk, acceptance, default of acceptance

1. Delivery shall be made DAP (Delivered at Place) in accordance with Incoterms 2020 at the destination specified by the Buyer, unless otherwise stated in the quotation or order confirmation.
2. If the Buyer is in default of acceptance or fails to cooperate, or if Instagrid's delivery is delayed for other reasons for which the Buyer is responsible, Instagrid shall be entitled to claim compensation for the resulting damage including additional expenses (such as storage costs). In case of default of acceptance, the Buyer owes Instagrid a contractual penalty of 0.5%, but not more than 5%, of the net purchase price for each week of default.
3. The proof of a higher damage and Instagrid's legal claims (in particular compensation of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The Buyer is allowed to prove that Instagrid has suffered only a significantly lower damage than the aforementioned lump sum or no damage at all.
4. Delivery shall take place within the E.U., the EEA countries, the United Kingdom, and Switzerland only.

§5 Prices and terms of payment

1. The offer shall state the purchase price plus any applicable value-added tax and transport costs.
2. The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods, unless defined otherwise by Instagrid in quote or order form. Instagrid is entitled at any time, also within the scope of an ongoing business relationship, to perform a delivery in part or in whole only against advance payment. Instagrid declares a corresponding reservation at the latest with the acceptance of Purchase Order.
3. The Buyer is considered in default with expiration of the aforementioned term of payment. During the delay the purchase price is to be charged with interest at the respectively valid legal interest rate for late payments. Instagrid reserves the right to assert further damage caused by default. With respect to commercial transactions between traders, Instagrid's claim to the default interest (pursuant to Section 353 of the German Commercial Code (Handelsgesetzbuch, HGB) shall remain unaffected.
4. The Buyer shall only be entitled to the right to set-off or retention to the extent that his/her claim is uncontested or against which no legal recourse is possible. In the event of defects in the delivery,

the Buyer's opposing rights shall remain unaffected, in particular pursuant to Section 7(6)2 of these GTC.

5. If after conclusion of the contract it becomes apparent (by application for opening of insolvency proceedings, for example) that Instagrid's claim to the purchase price is endangered by the Buyer's inability to pay, Instagrid shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary after setting a deadline, to withdraw from the contract (Section 321 of the German Civil Code). In the case of contracts for the manufacture of single items (custom-made products), Instagrid may declare the withdrawal immediately. The statutory provisions on the dispensability of setting a deadline shall remain unaffected.

§6 Retention of title

1. Instagrid shall retain the title to the goods sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).
2. Goods subject to retention of title may neither be pledged to third parties nor assigned as security until the secured claims have been paid in full. The Buyer must inform Instagrid immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (seizures, for example) have access to goods belonging to Instagrid.
3. In case of breach of contract by the Buyer, in particularly in case of non-payment of the purchase price due, Instagrid is entitled to withdraw from the contract according to the statutory provisions or/and to demand the return of the goods based on the retention of title. The demand for return does not include the declaration of withdrawal at the same time; instead, Instagrid is entitled to demand only the return of the goods and to reserve the right of withdrawal. If the Buyer does not pay the purchase price due, Instagrid may only assert these rights if Instagrid has previously unsuccessfully set the Buyer a reasonable deadline for payment or if such a deadline is dispensable according to statutory regulations.
4. Until revocation according to sentence c below, the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall additionally apply.
 - a) The retention of title shall extend to the products resulting from the processing, mixing, or combination of our goods at their full value, whereby Instagrid shall be considered the manufacturer. If goods of third parties are processed, mixed, or combined with our goods, their right of ownership remains and Instagrid acquires a joint ownership in proportion to the invoice values of the processed, mixed, or combined goods. In all other respects the same shall apply to the resulting product as to the goods delivered under retention of title.
 - b) The Buyer hereby assigns to Instagrid by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of Instagrid's joint ownership share, if any, in accordance with the preceding paragraph. Instagrid accepts

the assignment. The obligations of the Buyer listed in paragraph 2 shall also apply with regard to the assigned claims.

- c) The Buyer remains authorized to collect the claim alongside Instagrid. Instagrid undertakes not to collect the claim as long as the Buyer meets his/her payment obligations towards Instagrid, there is no inability to pay, and Instagrid does not assert the retention of title by exercising a right according to paragraph 3. However, if this is the case, Instagrid may demand that the Buyer inform Instagrid of the assigned claims and their debtors, provide all information necessary for collection, turn in the relevant documents, and inform the debtors (third parties) of the assignment. Furthermore, in this case Instagrid shall be entitled to revoke the Buyer's authorization for further sale and processing of the goods subject to retention of title.
- d) If the realizable value of the securities exceeds our claims by more than 10%, Instagrid shall release securities of its choice upon the Buyer's request.

§7 Buyer's claims due to defects

1. The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below.
2. Above all, the basis of the liability for defects is the agreement made regarding the quality of the goods. All product descriptions and Instagrid's specifications that are the subject of the individual contract shall be deemed to be an agreement on the quality of the goods.
3. If the quality was not agreed upon, it is to be judged according to the statutory provision whether a defect exists or not (pursuant to Section 434(3) of the German Civil Code).
4. Instagrid is not liable for defects that the Buyer knows or grossly negligently does not know at the conclusion of the contract (pursuant to Section 442 of the German Civil Code). Furthermore, the Buyer's claims due to defects presuppose that he/she has fulfilled his/her statutory obligations to inspect and give notice of defects (pursuant to Sections 377 and 381 of the German Commercial Code). An inspection of building materials and other goods intended for installation or other further processing must take place immediately before they are processed. Instagrid must be notified immediately in writing or in text form if a defect becomes apparent upon delivery, inspection, or at any later date. Regardless of circumstance, obvious defects shall be notified in writing or in text form within five working days of delivery and defects not recognizable during the inspection within the same period from their initial discovery. If the Buyer is negligent regarding proper inspection and/or notification of defects, Instagrid's liability for the defect not being reported or not in a timely or proper manner shall be excluded according to the statutory provisions.
5. If the delivered item is defective, Instagrid may choose whether subsequent performance is rendered by removal of the defect (rectification) or by delivery of a defect-free item (replacement).

Instagrid's right to refuse supplementary performance under the legal requirements remains unaffected.

6. Instagrid is entitled to make the supplementary performance it owes dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.
7. The Buyer must afford Instagrid the time and opportunity necessary for the supplementary performance it owes, in particular to hand over the rejected goods to be examined. In the case of replacement delivery, the Buyer shall return the defective item to Instagrid in accordance with the statutory provisions. Supplementary performance shall neither include the removal of the defective item nor the reinstallation if Instagrid was not originally obligated to install it.
8. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs as well as, if applicable, removal and installation costs, shall be borne or reimbursed by Instagrid in accordance with the statutory provisions if a defect is actually present. Otherwise, Instagrid can demand from the Buyer reimbursement of the costs incurred from the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the lack of defectiveness was not detectable by the Buyer.
9. If the supplementary performance fails or a reasonable period to be set by the Buyer for the supplementary performance expires unsuccessfully or is dispensable according to the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. In the case of a minor defect, however, there shall be no right of withdrawal.
10. Claims of the Buyer for damages or reimbursement of futile expenses shall also exist in the case of defects only pursuant to Section 8 and shall otherwise be excluded.

§8 Other liability

1. Provided that nothing else arises from these GTC, including the following provisions, Instagrid shall be liable for a breach of contractual and non-contractual obligations according to the statutory provisions.
2. In case of intent and gross negligence, within the scope of fault-based liability, Instagrid is liable for damages—no matter on which legal ground. In case of simple negligence, subject to statutory limitations of liability (diligence in own affairs, minor breach of duty, for example), Instagrid is liable only for
 - a. for damages resulting from injury to life, body, or health,
 - b. for damages resulting from the breach of an essential contractual obligation (an obligation for which the fulfillment enables the proper execution of the contract in the first place and for which the contractual partner regularly relies and may rely on the compliance); in this

case, however, our liability shall be limited to the compensation of the foreseeable, typically occurring damage.

3. The limitations of liability resulting from paragraph 2 shall also apply to third parties as well as to breaches of duty by persons (also on their behalf) whose fault Instagrid is responsible for according to statutory provisions. They shall not apply insofar as a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the Buyer under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG).
4. The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination on the part of the Buyer (in particular pursuant to Sections 650 and 648 of the German Civil Code) shall be excluded. In all other regards, the legal requirements and consequences shall apply.
5. Instagrid is obliged to carry out the safety instructions, documentation, and correct delivery according to Special Provision Act 188 of the ADR. Should there be deviating laws, regulations, and directives at the specified destination for delivery regarding safety instructions, warnings, product safety labels, documentation, and storage of the goods, the Buyer is responsible for compliance with the statutory provisions. Any liability of Instagrid in this regard is excluded.

§9 Limitation

1. The limitation period for claims for subsequent performance arising from material defects and defects of title shall be four years from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. The limitation period for other claims arising from material defects and defects of title pursuant to Section 438(1)3 of the German Civil Code shall be two years from delivery.
2. The limitation period of the law on sales referred to in Section 9(1) sentence 3 shall also apply to contractual and non-contractual claims for damage of the Buyer based on a defect of the goods, unless the application of the standard statutory limitation period (pursuant to Sections 195 and 199 of the German Civil Code) would lead to a shorter limitation period in the individual case. The Buyer's claims due to damage pursuant to Section 8(2)1 and 2 lit. a as well as pursuant to the German Product Liability Act shall become statute barred in accordance with the statutory limitation periods only.
3. For Goods replaced or repaired by Instagrid by way of subsequent performance, the limitation period shall only begin to run anew if this is done in acknowledgment of an obligation in this respect by Instagrid pursuant to Section 212(1)No. 1 of the German Civil Code. In the event of a restart of the limitation period, the new limitation period shall be one year. The limitation period granted in accordance with paragraph 1 above shall remain unaffected by this provision, i.e. if the new limitation period under this paragraph 3 ends earlier than the original limitation period granted under paragraph 1, Instagrid shall not be entitled to invoke the statute of limitation until the period according to paragraph 1 has expired. A rectification, insofar as it causes a new start of

the limitation period according to sentence 1 of this paragraph, shall only affect the limitation period insofar as it concerns the same defect or the consequences of a defective rectification.

§ 10 Thirty-day return policy

1. Definitions (for purposes of this Clause only):
 - a) Customer Location means a fixed and verified business address under the Buyer's operational control where the Goods are intended to be used or stored on a permanent basis. Temporary or mobile sites such as construction sites, depots, vehicles, or other non-fixed facilities are excluded. Instagrid shall determine in its reasonable discretion whether an address qualifies as a Customer Location.
 - b) Return Period means the thirty (30) calendar days following the Delivery Date of the relevant product, during which the Buyer may request a return under this Clause.
 - c) Delivery Date means the date the products are delivered to the Customer.
2. This Clause applies automatically under the conditions defined herein and does not require separate written confirmation from Instagrid. The return right is granted to Buyers provided that the criteria in this Clause 10 are met. It is a voluntary commercial return right and does not affect the Buyer's statutory rights under applicable law.
3. The Buyer may return an eligible product within the Return Period for a full refund, subject to compliance with the conditions of Clause 10.
4. The following criteria must be met for a product to be eligible ("Eligible Products"):
 - a. The product is a first-time purchase identified by a specific product code and delivered to a verified permanent Customer Location. In other words, this product code has not been delivered to this Customer Location before.
 - b. The total net value of the sales order does not exceed €14,000.
5. Furthermore, for an Eligible Products to be accepted for a return, it must:
 - a. Be in original packaging and condition;
 - b. Be accompanied by the original proof of purchase; and
 - c. Be free from damage, including dents, scratches, or other physical impairments. Minor signs of handling (such as surface dust or dirt) shall not preclude eligibility for return, provided that the product remains fully functional, undamaged, and saleable condition. For the avoidance of doubt, Instagrid shall have sole discretion to assess whether a product meets these conditions and

reserves the right to reject a return request if, in its reasonable opinion, the product is damaged or no longer suitable for resale.

6. The Buyer must email support@instagrid.com within the Return Period, referencing the applicable sales order number and requesting return of the Eligible Product. The Buyer is responsible for securely packaging the Eligible Product and returning it to the address provided by Instagrid.
7. Unless the return is due to a defect or error attributable to Instagrid, the Buyer bears all costs associated with shipping and handling.
8. Upon receipt and inspection of the returned Eligible Product, Instagrid will issue a refund within ten (10) business days. Refunds will be made to the original method of payment, unless otherwise agreed.
9. The following are not eligible for return:
 - a. Customized or personalized items;
 - b. Perishable goods;
 - c. Damaged products that are not in working condition (e.g., broken parts).
10. Instagrid reserves the right to reject any return that does not comply with Clause 10.

§11 Assignment/offsetting/right of retention

1. To be legally effective, an assignment of the Buyer's claims requires the prior written consent of Instagrid. Instagrid may refuse consent if there is a justified interest in maintaining the claim relationship with the Buyer.
2. A set-off with counterclaims of the buyer is only permissible if these claims are uncontested or against which no legal recourse is possible. The Buyer's right to set-off shall be unrestricted insofar as its set-off claim is synallagmatically bound to the main claim.
3. If the Buyer makes use of an alleged right to refuse performance or right of retention, the Seller shall be entitled to avert the assertion of this right of retention by providing security in the amount demanded. The costs of the security shall be borne by the Buyer if he/she was not justified to exercise the right of retention.

§12 Choice of law, language of the contract, and place of jurisdiction

1. The law of the Federal Republic of Germany shall apply to these GTC and the contractual relationship between Instagrid and the Buyer to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
2. The contractual language is German. If the Buyer is an international buyer, Instagrid shall provide the Buyer with a translation of this contract prepared by an officially sworn translator as a courtesy. However, only the German version shall be used for the interpretation of the contract.
3. If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive—international, as well—place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Instagrid's headquarters in Ludwigsburg, Germany. The same shall apply if the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code. However, Instagrid shall also be entitled in all cases to file suit at the place of performance of the delivery obligation according to these GTC or a prior individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

§13 Resale of Goods / Reseller T&Cs

1. Any resale, sublicense or distribution of the Goods shall be subject to Instagrid's Reseller Terms and Conditions, available at <https://instagrid.co/gtc> (hereinafter referred to as "Reseller T&Cs"). The Buyer acknowledges that the Online Reseller T&Cs are incorporated into this agreement for the purpose of any resale or distribution and agrees to comply with all restrictions and obligations therein.
2. In case of breach of this Section 13 by the Buyer, Instagrid reserves the right, at its sole discretion and without prejudice to its other rights and remedies under these GTCs or applicable law, to:
 - a) suspend, limit or exclude warranties or other obligations for the Goods resold, and/or
 - b) exercise rights under Section 6 (Retention of Title) to reclaim Goods in accordance with the GTCs.
3. The Reseller T&Cs may be updated by Instagrid from time to time. The Buyer is deemed to have knowledge of, and agrees to comply with, the latest version of the Online Reseller T&Cs when engaging in any resale.