

Extended Warranty Terms and Conditions (Indirect Sales)

These Extended Warranty Terms and Conditions (“Terms”) govern the voluntary warranty extension offered directly by Instagrid GmbH, Solitudeallee 7, 71636 Ludwigsburg, Germany (“Instagrid”) to eligible end customers (“Customers”) who purchased Instagrid products through indirect sales channels (“Indirect Sales”). These Terms do not affect any mandatory Customer rights under applicable law, and do not replace, modify or limit any warranty or service obligations, rights, or remedies provided to Customers by resellers or distributors, who remain solely responsible for such obligations.

§1 Scope and Offer

1. Instagrid offers eligible Customers a voluntary two (2)-year warranty extension (“Extended Warranty”) following the expiry of the standard two (2)-year warranty provided by the reseller or distributor, resulting in a total warranty period of four (4) years calculated from the End Customer’s original purchase date.
2. Subject to Section 5.3, the Extended Warranty is provided free of charge and applies only to Instagrid products listed as eligible in the Instagrid App or accompanying materials.

§2 Eligibility

1. To qualify for the Extended Warranty, Customers must complete the following registration requirements within thirty (30) calendar days of the End Customer’s original purchase date.
 - a. Download and register in the Instagrid App and create an organization by providing the requested information. (For clarity, registration alone does not automatically qualify a Customer to make an Extended Warranty claim.)
 - b. Add the purchased product(s) to your organization in the Instagrid App.
 - c. Check extended warranty eligibility, select eligible products and provide further purchase details. The End Customer’s purchase date is always required to validate eligibility.
 - d. Accept the Extended Warranty Terms and acknowledge Instagrid’s Privacy Policy in the Instagrid App.

2. After submission of an Extended Warranty claim, Instagrid will review the claim and the information provided, including proof of purchase and payment where required, to confirm eligibility. Instagrid reserves the right to request valid proof of purchase at the time a claim is made, even if such documentation was previously submitted or the product was registered in the Instagrid App. If the Customer is unable to provide valid proof of purchase, the claim may be treated as out-of-warranty service.
3. Failure to meet the above requirements, including registration within the thirty (30) day period, may result in ineligibility for the Extended Warranty.
4. Registration of the warranty extension in accordance with Section 2.1 qualifies the registered Customer for direct support from Instagrid via support@instagrid.co. Products that are not registered for the Extended Warranty must be supported through the original reseller or distributor from whom the product was purchased.
5. Instagrid reserves the right to exclude products from the Extended Warranty where there are reasonable grounds to believe that the product is counterfeit, stolen, unlawfully imported, or otherwise not placed on the market by or with the consent of Instagrid.

§3 Commencement and Duration

1. The Extended Warranty is a two (2)-year warranty extension (“Extended Warranty”) following the expiry of the standard two (2)-year warranty provided by the reseller or distributor, resulting in a total warranty period of four (4) years calculated from the End Customer’s original purchase date.
2. Coverage therefore extends to four (4) years from the End Customer’s original purchase date, provided all eligibility requirements are met.
3. Registration of the Extended Warranty claim in the Instagrid App confirms provisional enrolment, subject to Instagrid’s verification of eligibility and proof of purchase and payment when requested.

§4 Coverage and Exclusions

1. The Extended Warranty covers material defects in design, materials or workmanship arising under normal use and conditions, excluding wear-and-tear or misuse.
2. Customers must notify Instagrid at support@instagrid.co of any defect without undue delay after discovery. Failure to provide timely notice that prevents Instagrid from verifying the defect may result in rejection of the claim.
3. The Extended Warranty does not cover defects known to the Customer at the time of purchase or that the Customer, through gross negligence, failed to discover at that time.

4. To the fullest extent permitted by law, all other warranties, whether express, implied, statutory, or otherwise, are excluded.

§5 Remedies for Defects

1. Following valid notification of a defect and confirmation of eligibility, Instagrid may, at its discretion and cost, and subject to applicable law, either (a) repair the defect or (b) replace the defective product.
2. Customer must provide Instagrid with reasonable access to perform the remedy, including returning the product for inspection. Instagrid will only remove or reinstall the product if it performed the original installation.
3. Instagrid will bear the costs for inspection, repair, or replacement if a defect is confirmed, including transport, labour, and, where applicable, removal and installation. If no defect is found, Instagrid may recover reasonable costs incurred, unless the defect was not reasonably detectable by the Customer.
4. Claims for damages or reimbursement of expenses are subject to Section 6 (Liability) and otherwise excluded.

§6 Limitation of Liability

Instagrid's liability is governed by applicable law, as follows:

1. Instagrid is fully liable for damages caused intentionally or by gross negligence.
2. For damages caused by simple negligence, Instagrid is liable only:
 - a. for injury to life, body, or health; and
 - b. for breach of essential contractual obligations (i.e., obligations whose fulfilment enables proper performance of these Terms and on which Customer may regularly rely). In the latter case, liability shall be limited to foreseeable, typically occurring damage.
3. The above limits apply equally to acts or omissions of persons for whom Instagrid is legally responsible.
4. These limitations do not apply in cases of fraudulent concealment of defects, assumption of a guarantee, or liability under the German Product Liability Act (Produkthaftungsgesetz).
5. Unless otherwise stated, all claims under or in connection with these Terms are subject to the statutory limitation periods under applicable law, including the German Civil Code.

§7 Limitation Period

1. Claims under this Extended Warranty must be asserted within the applicable warranty period defined in Sections 1 and 3. Upon expiry of the four (4)-year total warranty period calculated from the End Customer's original purchase date, no further claims may be made under this Extended Warranty.
2. The performance of repair or replacement under this Extended Warranty does not restart or extend the original warranty period.
3. Statutory limitation periods for claims based on intentional misconduct, gross negligence, injury to life, body, or health, fraudulent concealment, or liability under the German Product Liability Act remain unaffected.

§8 Data and Communication

1. By registering for the Extended Warranty, Customers acknowledge and agree that Instagrid will collect and process data including name, contact details, product information, and purchase date, for the purposes of warranty administration, follow-up communication, and service improvement.
2. Processing of personal data is governed by Instagrid's Privacy Notice available in the Instagrid App.
3. Instagrid may contact Customers for warranty-related or service matters.

§9 Miscellaneous

1. Any feedback or data provided by Customers may be used by Instagrid to improve or create products, services, or related technologies. Instagrid owns all rights in any improvements or new developments. Customer has no claim to these rights.
2. Instagrid may assign any rights or obligations under these Terms to its affiliates.
3. These Terms are governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The courts at Instagrid's headquarters in Ludwigsburg, Germany, have exclusive jurisdiction for all disputes arising out of or in connection with these Terms. Instagrid may also bring proceedings at the place of performance, any venue agreed in writing, or the Customer's general place of jurisdiction. Mandatory statutory provisions on exclusive jurisdiction remain unaffected.

5. Instagrid may modify or discontinue the Extended Warranty program, including these Terms, prospectively at any time. Any modification does not affect already registered and confirmed warranties.