

Extended Warranty Terms and Conditions (Indirect Sales)

These Extended Warranty Terms and Conditions ("Terms") govern the voluntary extended warranty program offered by the applicable Instagrid contracting entity identified in the applicable sales documentation, registration flow, Instagrid App, invoice, reseller documentation, or other commercial documentation ("Instagrid") to eligible end customers ("Customers") who purchase eligible Instagrid products through indirect or authorized sales channels.

These Terms apply together with the applicable Local Entity Schedule attached to these Terms (each, a "Local Entity Schedule"). The applicable Local Entity Schedule is determined by the Instagrid entity identified in the applicable sales documentation, reseller documentation, registration flow, invoice, Instagrid App, or other commercial documentation relating to the Product.

Each Customer is responsible for reviewing the applicable Local Entity Schedule relevant to its Product and region.

If there is any conflict between these Terms and the applicable Local Entity Schedule, the applicable Local Entity Schedule shall prevail to the extent necessary to comply with applicable law or local regulatory requirements.

These Terms do not affect any mandatory statutory rights of Customers under applicable law.

Definitions

For purposes of these Terms:

- "Affiliate" means any entity directly or indirectly controlling, controlled by, or under common control with an Instagrid entity.
- "Applicable Law" means all applicable laws, regulations, consumer protection rules, product liability laws, export regulations, and mandatory statutory requirements applicable to the relevant Instagrid entity, Product, Customer, or jurisdiction.

- . "Customer" means the end customer purchasing a Product for its own use and not for resale.
- . "Extended Warranty" means the voluntary warranty extension offered under these Terms.
- . "Instagrid App" means the digital platform, application, portal, or registration interface designated by Instagrid for warranty registration and support purposes.
- . "Product" means eligible Instagrid products designated by Instagrid from time to time.
- . "Local Entity Schedule" means the jurisdiction-specific legal supplement applicable to the relevant Instagrid contracting entity.

§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 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 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 and intended use of the Product.
2. The Extended Warranty does not cover:

- a. normal wear and tear;
 - b. cosmetic damage not affecting functionality;
 - c. misuse, abuse, or negligence;
 - d. unauthorized modifications or repairs;
 - e. improper storage, transport, installation, or operation;
 - f. use contrary to Instagrid instructions or documentation;

 - g. consumable items unless otherwise specified; defects caused by third-party products or accessories.
3. Customers must notify Instagrid 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.

§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, (b) replace the defective Product, (c) replace the defective components, (d) provide a refurbished equivalent product, or (e) refund the Product value where repair or replacement is not commercially reasonable.
2. Customer must provide Instagrid with reasonable access to perform the remedy, including returning the product for inspection, diagnosis, repair, replacement, or troubleshooting. 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. Repair or replacement under the Extended Warranty does not restart or extend the original warranty duration unless required by Applicable Law.

§6 Limitation of Liability

1. Nothing in these Terms excludes or limits liability that cannot be excluded or limited under Applicable Law.
2. Subject to Applicable Law, Instagrid shall not be liable for indirect or consequential damages; loss of profit; loss of business; loss of data; downtime costs; loss of opportunity.
3. Subject to Applicable Law, Instagrid's liability for simple negligence shall be limited to foreseeable and typical damages arising from breach of essential obligations. The specific liability limitations applicable to the relevant Instagrid contracting entity may be supplemented or modified in the applicable Local Schedule.

§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 any Affiliate or successor entity involved in the manufacture, sale, servicing, or support of the Products.its affiliates.
3. Instagrid may update, amend, suspend, or discontinue the Extended Warranty program prospectively at any time. Such changes shall not affect already confirmed and validly registered Extended Warranties unless required by Applicable Law.
4. If any provision of these Terms is invalid or unenforceable, the remaining provisions shall remain in full force and effect.
5. Failure to enforce any provision shall not constitute a waiver of future enforcement.

LOCAL ENTITY SCHEDULE A – INSTAGRID GMBH

Applicable to Products sold, distributed, supplied, or supported by Instagrid GmbH.

1. **Limitations.** Claims made under the Extended Warranty must be asserted within the applicable warranty periods. 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. 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. Nothing in these Terms limits liability under mandatory German product liability laws.
2. **Applicable law.** These Terms are governed by the laws of the Federal Republic of Germany excluding conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. **Jurisdiction.** To the extent permitted by applicable law, the courts of Stuttgart, Germany shall have jurisdiction over disputes arising out of or in connection with these Terms.

LOCAL ENTITY SCHEDULE B – INSTAGRID INC.

Applicable to Products sold, distributed, supplied, or supported by Instagrid Inc.

1. Limitation of liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER. The limitation of liability shall not apply to liability resulting from (1) Seller's gross negligence or willful misconduct, (2) death or bodily injury resulting from Instagrid's acts or omissions, (3) any liability that cannot be excluded or limited under applicable law.
2. Applicable law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.
3. Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Los Angeles and County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.