

Reseller Terms & Conditions

§1 Definitions

For the purposes of these Reseller Terms & Conditions (“Terms”):

- . “Affiliate” means any entity directly or indirectly controlling, controlled by, or under common control with an Instagrid entity.
- . “Instagrid” means the applicable Instagrid entity identified in the applicable quotation, order confirmation, agreement, invoice, or other commercial document contracting with the Reseller, including any of its affiliates involved in the sale, support, or distribution of the Products.
- . “GTCs” means the general terms and conditions governing the sale of Products by the applicable Instagrid contracting entity to the Reseller <https://instagrid.co/gtc> .
- . “Products” means Instagrid mobile power supplies, cables, related service parts, and accessories manufactured and/or sold by Instagrid.
- . “Repair Annex” has the meaning given in Section 8 of the GTCs and is available at <https://instagrid.co/gtc> .
- . “Reseller” means any direct buyer of the Products from Instagrid who resells, distributes, or otherwise supplies them onward.

§2 Scope and Relationship

1. These Terms apply to any resale, distribution, or other onward supply of Products by a Reseller. By reselling, the Reseller agrees to be bound by these Terms.
2. These Terms are supplemental to the GTCs, and do not replace them. If a separate written reseller or distribution agreement exists between Instagrid and the Reseller, that agreement governs the resale, and these Terms do not apply.
3. Instagrid does not control, direct, approve, or monitor the Reseller’s activities. The Reseller acts as an independent operator and is solely responsible for its resale activities, subject to these Terms.

§3 No Exclusivity or Territorial Protection

1. Instagrid grants no exclusive or territorial resale rights to the Reseller under these Terms.
2. Instagrid may sell directly or via other resellers or distributors at any time and in all territories without restriction.

4§ Reseller Obligations and Compliance

1. The Reseller shall, at its own cost and risk, comply with all applicable laws and regulations in the territories where it resells the Products, including export and sanctions laws, product safety, hazardous goods, environmental, recycling, labeling and advertising requirements.
2. The Reseller shall not resell or supply Products to embargoed countries, restricted parties, or for prohibited end uses.
3. The Reseller is solely responsible for obtaining and maintaining any approvals, licenses, permits, registrations, certifications, or notifications required for resale in the territories where it resells the Products.
4. Instagrid makes no representation or warranty that the Products comply with legal, regulatory, or technical requirements outside the territories or jurisdictions expressly approved in writing by the applicable Instagrid contracting entity (“Approved Territories”). Any resale, export, or onward supply outside such Approved Territories, whether directly or indirectly, is at the Reseller’s sole risk and responsibility.
5. The Reseller shall not alter, modify, or remove any part of the Products, including safety features, labels, serial numbers, or documentation.
6. The Reseller is solely responsible for pricing decisions and all applicable taxes, duties, regulatory fees, and costs of resale.
7. The Reseller shall assess any third-party IP infringement risks and promptly notify Instagrid of claims. The Reseller shall not admit liability, settle, or make commitments on Instagrid’s behalf without prior written consent.
8. The Reseller shall not engage in conduct that could reasonably harm Instagrid’s reputation, brand, or market position, including offering or selling the Products via third-party online marketplaces or platforms that do not allow appropriate control over product presentation, brand environment, or customer experience. The Reseller shall comply with Instagrid’s Business Partner Code of Conduct, all legally applicable standards, and, at a minimum, ISO 9001, ISO 14001, and applicable data protection laws.

§5 No Authority; Independent Operator

1. The Reseller may not hold itself out as an agent, representative, or exclusive partner of Instagrid and has no authority to act for or bind Instagrid, unless a written agreement stating otherwise has been duly signed by an authorized representative of Instagrid.
2. The Reseller purchases and resells the Products in its own name and account, acting as an independent economic operator.
3. The Reseller shall not make any representations, warranties, or commitments on Instagrid's behalf, nor bind Instagrid to prices, terms, product specifications, service levels, or Product availability, unless a written agreement stating otherwise has been duly signed by an authorized representative of Instagrid.

§6 Intellectual Property Rights

1. All intellectual property rights in Instagrid's Products, materials and related technologies remain exclusively with Instagrid.
2. The Reseller may use Instagrid's trademarks, logos, product names, information, and documentation ("Instagrid IP") only to resell genuine Products and perform its obligations under these Terms, without modification.
3. Use of Instagrid IP must comply with Instagrid's brand and IP guidelines, available at: instagrid.co/ip and as updated from time to time.
4. The Reseller may not create independent Product descriptions, marketing campaigns, or otherwise use Instagrid IP beyond these Terms without prior written consent.
5. Instagrid may require the Reseller to remove or correct materials that are misleading, inaccurate, outdated, or non-compliant.
6. The Reseller shall not register, challenge, or claim rights in Products or Instagrid IP.
7. The Reseller may provide feedback or suggestions regarding the Products. Instagrid receives a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use such feedback in any products or services, and owns all resulting improvements.

§7 Defects, Limitation Period, Support and Repairs

1. Products are subject to the statutory and contractual rights relating to defects and non-conformity under the GTCs, except as modified in this Section 7.
2. For Resellers who resell Products, the limitation period for defect-related claims is two (2) years from delivery. This reduced limitation period applies only to resold Products and does not affect Products purchased for the Reseller's own use. All other provisions of Section 10 of the GTCs remain unchanged.
3. Defect-related rights applicable to the Reseller under this Section 7 are pass-through only. The Reseller shall pass through such rights unchanged and shall not grant, assume, or represent any additional or different warranties, guarantees, limitation periods, or service commitments.
4. The Reseller is responsible for first-line customer support, including basic troubleshooting and coordination of warranty and non-warranty repair requests. Repairs may not be carried out by the Reseller or third parties without Instagrid's prior written consent.
5. Instagrid provides second-line support and is solely responsible for repairs, replacements, returns, disposal of defective units or parts, and handling of dangerous or non-repairable Products, in accordance with the GTCs and Repair Annex. The Reseller shall ensure its customers are informed of, and comply with, the Repair Annex.
6. Where Products are resold, exported, or supplied outside the Territories, Instagrid may suspend, limit, or refuse defect-related support, repairs, or returns. All shipping, logistics, insurance, customs, and related costs for such support, repairs, or returns provided by Instagrid outside the Territories shall be borne by the Reseller, together with all associated risks.
7. Instagrid may, at its sole discretion, grant extended warranty or limitation periods directly to end customers beyond the two (2) year period applicable to Resellers. Any such extension is administered exclusively by Instagrid, and claims must be raised by end customers directly with Instagrid; the Reseller has no role or entitlement.

§8 Limitation of Liability

1. To the extent permitted by applicable law, and except as expressly stated in these Terms, Instagrid's liability and limitation period provisions under the GTCs shall apply to all resale activities. Nothing in these Terms increases Instagrid's liability beyond what is provided in the GTCs.

§9 Indemnification by Reseller

1. The Reseller shall indemnify, defend and hold harmless Instagrid, its affiliates, and their respective officers, directors, employees, and shareholders from and against any and all claims, losses, damages, liabilities, costs, fines, penalties, or expenses (including reasonable legal fees) arising from:
 - a. grossly negligent acts, omissions, or willful misconduct by the Reseller;
 - b. death, personal injury, or property damage resulting from the Reseller's breach of these Terms or applicable law;
 - c. the Reseller's breach of Sections 4, 5.3 and 7.3 of these Terms;
 - d. regulatory investigations, enforcement actions, recalls, or corrective measures triggered by the Reseller's resale activities;
2. except to the extent such claims, losses, or damages are caused solely by manufacturing defects attributable to Instagrid, or acts or omissions of Instagrid.

§10 Miscellaneous

1. If any provision is invalid or unenforceable, the remaining provisions remain in effect. The invalid provision will be modified to the extent necessary to make it enforceable.
2. Failure to enforce any provision does not waive future enforcement of that or any other provision.
3. Instagrid may update these Terms at any time. The version published on Instagrid's website at the time of resale applies.
4. For the avoidance of doubt, the governing law, jurisdiction, dispute resolution, and related enforcement provisions of the applicable GTCs shall also apply to these Terms.