

Terms and Conditions of Sale and Delivery (B2B)

for supplies to distributors, resellers and other business customers

Scope	B2B transactions only; not intended for consumers. Applies to buyers domiciled outside Germany; buyers in Germany are subject to the separate German version.
Delivery basis	Unless otherwise expressly agreed in writing, all deliveries are EXW GrowTechnology warehouse (Incoterms 2020).
Version	13 July 2026
Company	GrowTechnology GmbH · Riedstrasse 14 · 79787 Lauchringen · Germany

These Terms and Conditions of Sale and Delivery apply to all business relationships of GrowTechnology GmbH with its customers ("Buyer"). They apply only if the Buyer is an entrepreneur within the meaning of Section 14 German Civil Code (BGB), a legal entity under public law or a special fund under public law within the meaning of Section 310 para. 1 BGB.

These Terms and Conditions apply exclusively to B2B transactions and do not apply to consumers.

Unless otherwise expressly agreed in writing, all deliveries are EXW GrowTechnology warehouse (Incoterms 2020).

If GrowTechnology arranges transport at the Buyer's request, this is done solely as a service in the Buyer's name, on the Buyer's behalf and for the Buyer's account; GrowTechnology does not thereby assume the position of carrier, freight forwarder, shipper or sender in its own right.

1. Scope of Application

These Terms and Conditions of Sale and Delivery apply to all contracts, deliveries and other services of GrowTechnology GmbH vis-a-vis entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special funds under public law. They apply exclusively to the B2B sector, in particular to sales to resellers, dealers and other commercial buyers. Unless otherwise agreed, these Terms and Conditions in the version valid at the time of conclusion of the contract shall also apply as a framework agreement to similar future contracts without GrowTechnology having to refer to them again in each individual case.

These Terms and Conditions apply exclusively. Conflicting, deviating or supplementary terms and conditions of the buyer shall not become part of the contract unless GrowTechnology has expressly agreed to their applicability in writing. This consent requirement applies in all cases, for example even if GrowTechnology, being aware of the buyer's terms and conditions, performs delivery without reservation.

Individual agreements, written framework agreements and written order confirmations issued by GrowTechnology shall take precedence over these Terms and Conditions of Sale and Delivery. Legally relevant declarations and notices of the buyer must be made at least in text form unless mandatory law requires a stricter form.

These Terms and Conditions of Sale and Delivery apply exclusively to buyers domiciled or having their registered office outside the Federal Republic of Germany. For buyers domiciled or having their registered office in the Federal Republic

of Germany, only the separate German version ("Allgemeine Verkaufs- und Lieferbedingungen") of GrowTechnology in its respective current version applies; these Terms and Conditions do not apply to such buyers.

2. Formation of Contract and Offer Documents

Offers made by GrowTechnology are subject to change and non-binding unless expressly designated as binding. Orders placed by the buyer shall be deemed binding offers to contract. A contract shall only come into existence upon GrowTechnology's written order confirmation, upon dispatch of the goods or upon issuance of the invoice.

Illustrations, drawings, dimensions, weights, performance data, technical specifications and other descriptions in price lists, catalogues, product information and other documents serve only as general descriptions and shall not constitute a guarantee of quality unless expressly agreed as binding.

GrowTechnology retains all ownership, copyright and other intellectual property rights in all documents, price lists, calculations, product photographs, technical documentation and other materials supplied in connection with the offer or contract negotiations. Such documents and materials must not be disclosed to third parties or used outside the business relationship without GrowTechnology's prior written consent. GrowTechnology reserves the right to make customary and technically necessary changes, in particular design, form, colour and material changes, insofar as these are reasonable for the buyer.

3. Prices

The specialist dealer prices issued by GrowTechnology and valid at the time of conclusion of the contract shall apply. Price lists, discount structures and dealer conditions are confidential and may be changed at any time with effect for future transactions.

All prices are quoted net in Euro and are exclusive of statutory value added tax, packaging, transport, insurance, customs duties, fees and any other incidental costs unless expressly agreed otherwise. Classification into dealer programmes, price tiers or discount classes shall be determined exclusively by the conditions confirmed by GrowTechnology in writing from time to time.

Unless a fixed-price agreement has been made, reasonable price changes due to changes in labour, material, procurement, energy, logistics or distribution costs remain reserved for deliveries taking place more than three months after conclusion of the contract. If the price increase exceeds 5% of the price agreed at the time of conclusion of the contract, the buyer shall be entitled to withdraw from the contract with respect to the goods not yet delivered.

4. Payment Terms

Unless otherwise agreed in writing, invoices are payable in advance without deduction. GrowTechnology shall be entitled to withhold deliveries until full payment has been received. If, by way of exception, other payment terms are granted, such terms shall only apply to the respective delivery.

If the payment term is exceeded, the buyer shall be in default without any further reminder. In the event of default, GrowTechnology shall be entitled to charge statutory default interest and to claim any further damages caused by the delay.

The buyer may only set off or exercise rights of retention against undisputed or finally adjudicated counterclaims.

If, after conclusion of the contract, it becomes apparent that GrowTechnology's claim for payment is jeopardised by the buyer's lack of financial capacity, in particular in the event of default, material deterioration of financial circumstances, impending insolvency or the filing of insolvency proceedings, GrowTechnology shall be entitled, in accordance with the statutory provisions, to refuse performance, to make delivery only against advance payment or security, or, after setting a reasonable grace period without success, to withdraw from the contract in whole or in part.

5. Delivery, EXW Provision, Non-Availability, Transport Arrangement, Passing of Risk and Acceptance Delay

Delivery dates and delivery periods shall only be binding if expressly confirmed by GrowTechnology in writing. Compliance with delivery periods requires the timely and proper fulfilment of all cooperation obligations by the buyer, in particular the timely clarification of all technical and commercial issues and timely receipt of payment. GrowTechnology shall be entitled to make partial deliveries and partial performances to the extent reasonable for the buyer.

Any information on delivery dates and delivery periods, in particular in offers, order confirmations or other communications from GrowTechnology, is always an estimate and non-binding unless expressly designated as "binding" or "fixed date". It is subject to correct and timely self-supply. Clause 1 para. 3 (precedence of order confirmations) shall not apply in this respect.

GrowTechnology shall only be in default of delivery if, after expiry of a non-binding delivery period, the buyer has sent a written reminder setting a reasonable grace period of at least four weeks and such period has expired without result. A transaction for delivery by a fixed date within the meaning of Section 286 (2) no. 4 BGB or Section 376 HGB shall only exist if expressly agreed in writing.

If GrowTechnology is in default of delivery, compensation for damage caused by delay shall be limited to 0.5 % of the net price of the delayed goods per completed week, up to a maximum of 5 % in total. Clause 8 remains unaffected.

If GrowTechnology cannot meet binding delivery periods for reasons for which GrowTechnology is not responsible, GrowTechnology shall inform the buyer without undue delay and, where possible, notify the buyer of the expected new delivery period. If the goods or services are also not available within the new delivery period, GrowTechnology shall be entitled to withdraw from the contract in whole or in part. Any consideration already provided by the buyer shall be reimbursed without undue delay. Cases of non-availability include, in particular, incorrect or untimely self-supply, disruptions in the supply chain, shortages of raw materials or transport capacity, governmental measures, labour disputes, force majeure and other circumstances for which GrowTechnology is not responsible in the individual case.

Unless otherwise expressly agreed in writing, all deliveries shall be made EXW GrowTechnology warehouse / ex works (Incoterms 2020). Place of provision shall be the warehouse or dispatch point designated by GrowTechnology. The buyer shall bear all costs and risks from the time the goods are made available for collection. The buyer shall be responsible for collection, loading, carriage, export and import formalities, customs clearance, insurance and any other transport-related measures and costs, unless mandatory law provides otherwise.

If, at the buyer's request, GrowTechnology arranges transport with a third-party carrier, freight forwarder or parcel service, GrowTechnology does so solely in the name, on behalf and for the account of the buyer as a separate service. In such cases GrowTechnology does not assume the role of carrier, freight forwarder, shipper or sender in its own right, and the agreed EXW delivery term shall remain unaffected. Any costs of transport arranged at the buyer's request, including freight charges, surcharges, customs-related costs, insurance and other ancillary charges, shall be borne exclusively by the buyer. GrowTechnology may charge an additional reasonable service fee for arranging such transport if agreed or customary.

Risk shall pass to the buyer no later than when the goods are made available to the buyer at the agreed place of provision. This shall also apply if GrowTechnology, at the buyer's request, assists with loading or arranges transport as a service for the buyer. If dispatch, collection or handover is delayed for reasons attributable to the buyer, risk shall pass on the day on which the goods are ready for collection and GrowTechnology has notified the buyer accordingly.

If the buyer is in default of acceptance or if delivery or collection is delayed for other reasons attributable to the buyer, GrowTechnology shall be entitled to claim compensation for the resulting damage and additional expenses, in particular storage, demurrage, handling and administrative costs. Further statutory claims remain unaffected.

6. Retention of Title

The goods delivered shall remain the property of GrowTechnology until all present and future claims arising from the business relationship with the buyer have been paid in full.

Until full payment of the secured claims has been made, the goods subject to retention of title may neither be pledged to third parties nor assigned as security. The buyer must notify GrowTechnology in writing without undue delay in the event that insolvency proceedings are applied for or if third parties gain access to the goods subject to retention of title.

The buyer shall be entitled to resell the goods subject to retention of title in the ordinary course of business. The buyer hereby assigns to GrowTechnology, by way of security, all claims arising from such resale or from any other legal ground relating to the goods subject to retention of title in full. GrowTechnology hereby accepts such assignment. The buyer shall remain authorised to collect the assigned claims until revoked. GrowTechnology's right to collect the claims itself shall remain unaffected.

Any processing, mixing or combination of the goods subject to retention of title shall always be carried out for GrowTechnology as manufacturer within the meaning of Section 950 BGB without imposing any obligation on GrowTechnology. If the goods subject to retention of title are combined, mixed or processed with other goods, GrowTechnology shall acquire co-ownership in the new item in proportion to the invoice value of the goods subject to retention of title to the other processed items at the time of processing.

If the realisable value of the securities exceeds GrowTechnology's claims by more than 10 percent, GrowTechnology shall, at the buyer's request, release securities at GrowTechnology's discretion. If the buyer acts in breach of contract, in particular if the buyer is in default of payment, GrowTechnology shall be entitled under the statutory provisions to demand surrender of the goods subject to retention of title and/or to withdraw from the contract.

7. Inspection Obligation, Notice of Defects and Warranty

The buyer shall inspect the goods carefully without undue delay upon delivery or collection. Obvious defects, incorrect deliveries and quantity deviations must be notified to GrowTechnology in writing without undue delay and no later than five working days after delivery or collection. Hidden defects must be notified in writing without undue delay after their discovery. If the buyer fails to give timely notice, the goods shall be deemed approved in this respect.

In the event of externally visible transport damage, damaged packaging, missing pallets, missing packages, missing goods or other quantity deviations apparent upon delivery, the buyer is obliged to record these specifically and in writing on the consignment note, delivery note or other transport document immediately upon delivery and to have such note confirmed by signature of the delivering driver, carrier or freight forwarder. Acceptance of the delivery without reservation or a clean receipt shall establish, with regard to externally visible damage, shortages or missing packages, a rebuttable presumption of complete and externally proper delivery; the statutory inspection and notification obligations under Section 377 German Commercial Code (HGB) remain unaffected. General reservations, in particular stamps or notes such as "accepted subject to reservation", shall not be sufficient unless the specific damage or specific shortage is described and confirmed by the delivering driver, carrier or freight forwarder.

In the event of justified and timely notified defects, GrowTechnology shall, at its option, provide subsequent performance by remedying the defect or by replacement delivery. If subsequent performance fails, the buyer may reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. Claims for damages shall exist only in accordance with Clause 8.

The limitation period for defect claims relating to new goods shall be twelve months from delivery or collection of the goods. This shall not apply to statutory recourse claims pursuant to Sections 445a, 445b and 478 BGB, to claims for damages and reimbursement of expenses under Clause 8, in cases of fraudulent concealment of a defect or where a guarantee for the quality of the goods has been assumed; in such cases the statutory limitation periods shall apply.

No warranty claims shall exist in particular in cases of unsuitable or improper use, faulty assembly or commissioning by the buyer or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, unsuitable storage conditions, or modifications or interventions not approved by GrowTechnology. Technical tests and functional tests are carried out under standardised test and laboratory conditions. No claim shall exist for the reproducibility of individually described usage scenarios or specific operating environments.

8. Liability

GrowTechnology shall be liable for all contractual, quasi-contractual and statutory claims, including tort claims, for damages and reimbursement of expenses without limitation in cases of intent or gross negligence, intentional or negligent injury to life, body or health, under an expressly assumed guarantee, under the German Product Liability Act and to the extent liability is mandatory by law.

In cases of ordinary negligence, GrowTechnology shall only be liable for breach of a material contractual obligation. In such case liability shall be limited to the foreseeable damage typical for the contract. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the buyer may regularly rely. In all other respects, liability of GrowTechnology for ordinary negligence is excluded. To the extent GrowTechnology's liability is excluded or limited, the same shall apply to the personal liability of its executive bodies, legal representatives, employees, staff and other vicarious agents.

To the extent permitted by law, liability for consequential damages and for damage to products not supplied by GrowTechnology, to the surrounding area, installations, plants, crops or other property is excluded unless liability is mandatory by law. This shall also apply if such damage is asserted in connection with a defect in the delivered goods.

The products supplied by GrowTechnology are generally designed as individual components. The buyer is responsible for proper installation, assembly, alignment, safeguarding and for maintaining sufficient distances from other devices, light sources, tent materials or other objects. Liability for damage resulting from improper use, faulty installation or the combination of the products with products of other manufacturers is excluded to the extent not prohibited by mandatory law.

9. Trademarks, Product Labelling and Intellectual Property Rights

If the buyer resells or installs products supplied by GrowTechnology, the respective trademarks, indications of origin and product markings must remain visible and unaltered.

The buyer is not entitled to affix its own trademarks, labels or other notices to products supplied by GrowTechnology or to distribute such products under any other brand unless GrowTechnology has expressly agreed to this in writing beforehand.

All marketing materials, product photographs, graphics, texts, logos and other materials of GrowTechnology and of the brands distributed by GrowTechnology may only be used for the advertising and sale of the contractual products. Any further use, adaptation, reproduction or disclosure requires GrowTechnology's prior written consent.

10. Sales Channels and Product Compliance on Resale

The buyer may resell the products obtained from GrowTechnology through the sales channels agreed with GrowTechnology. Sales via third-party e-commerce platforms, in particular Amazon, eBay, Otto or comparable marketplaces, are prohibited without GrowTechnology's prior express written consent.

When reselling the products in any country, the buyer shall be solely responsible for compliance with all product-related legal requirements applicable in the country of destination. This applies in particular to the registration, reporting, take-back and financing obligations for electrical and electronic equipment under the applicable national implementation of Directive 2012/19/EU (WEEE) or comparable legislation outside the EU, as well as to the corresponding obligations relating to packaging and to batteries and accumulators. Any registrations held and fees paid by GrowTechnology relate exclusively to the placing of products on the market in the Federal Republic of Germany; upon bringing the goods into another country, the buyer shall regularly be deemed the producer or first distributor within the meaning of the legislation applicable there.

Upon request, the buyer shall provide GrowTechnology with evidence of the registrations required for the respective country of destination. The buyer shall indemnify GrowTechnology against all third-party claims, fines, charges and costs arising from the buyer distributing products in violation of product-related legal requirements of the country of destination.

GrowTechnology reserves the right, in the event of violations of the provisions of this Clause 10, to suspend deliveries, adjust dealer conditions or terminate existing contractual relationships for cause.

11. Confidentiality

The buyer undertakes to treat as confidential all non-public commercial, technical and organisational information of GrowTechnology becoming known in connection with the business relationship. This applies in particular to price lists, dealer conditions, rebate systems, product roadmaps, business plans, development statuses and any other internal information.

Such confidential information may only be used for the performance of the business relationship and may only be disclosed to third parties with GrowTechnology's prior written consent, unless disclosure is required by law.

12. Russia Sanctions / No Re-export to Russia

To the extent goods purchased by the buyer fall within the scope of Article 12g of Regulation (EU) No. 833/2014, such goods must not be sold, exported or re-exported, directly or indirectly, to the Russian Federation or for use in the Russian Federation.

The buyer shall ensure that this prohibition is not frustrated by third parties further down the commercial chain, including possible resellers. The buyer shall establish and maintain an adequate monitoring mechanism to prevent or detect violations further down the commercial chain.

Any violation of this provision shall constitute a material breach of a material contractual term and shall entitle GrowTechnology to withdraw from the contract or terminate ongoing supply relationships for cause.

13. Governing Law and Jurisdiction

All legal relationships between GrowTechnology and the buyer shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes arising out of or in connection with the business relationship shall, to the extent legally permissible, be the registered office of GrowTechnology in Lauchringen. However, GrowTechnology shall also be entitled to bring proceedings against the buyer at the buyer's general place of jurisdiction.

14. Final Provisions

The place of performance for all deliveries and payments shall, to the extent legally permissible, be the registered office of GrowTechnology or the warehouse, dispatch point or place of provision designated by GrowTechnology.

Should any provision of these Terms and Conditions of Sale and Delivery be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.