

Terms and conditions

(This is a translation of our [German terms and conditions](#).)

Please note, that only our [German terms and conditions](#) have legal validity)

Generally

The following general terms and conditions apply to all business relationships in long-distance and away business between microgreenbox gmbh, in the following called "microgreenbox", and the customer. Due to the easier readability, the male form will be used for both genders in the future. Fridge Grow is a brand name used by microgreenbox gmbh. Therefore, microgreenbox gmbh is responsible for all products, documents or actions by Fridge Grow.

Contract

By placing an order in our online shop, the customer makes a binding offer to purchase the goods in the shopping cart. The purchase contract is only concluded when the microgreenbox is confirmed. The microgreenbox reserves the right to cancel orders without giving reasons. If payments have already been made to the microgreenbox at this time, these will be transferred back. When shopping in the online shop with delivery, the customer will receive a notification by email after the contract has been concluded. A contract is only concluded through our declaration of acceptance. Customers are obliged to fill in the fields (or details) provided in the order form completely and truthfully. microgreenbox reserves the right to change the content of the respective service at any time.

Contractual partner

is microgreenbox gmbh.

Retention of title

The goods sold by microgreenbox to the customer remain the property of microgreenbox until the purchase price has been paid in full.

Delivery area

Orders via the online shop can be delivered within EU countries. Additional countries are listed on the website.

Delivery time

microgreenbox delivers to any address in the EU, either by an freight forwarder or by delivery service. The general terms and conditions of the commissioned freight forwarder apply to freight forwarding deliveries. microgreenbox will send the customer at least a written request to the email address provided by the customer. The customer is responsible for the correctness of the published data, microgreenbox has no obligation to research. Small packages are delivered to the customer by delivery service. The delivery time varies depending on the country of delivery. As a rule, the delivery time is between 3-14 working days, whereby Saturday is not considered a working day.. For parcel deliveries, it is not possible to select a delivery date and delivery time window during the ordering process.

Prices

The prices stated by microgreenbox are gross sales prices. Legal sales tax included in the price.

Delivery costs

The delivery costs actually incurred are shown in the order overview before entering the order process by entering the zip code. When shipping to a third country (outside the EU), the amount of the shipping costs must be requested before the order is completed. If the

customer chooses the delivery to a delivery address specified by him, the shipping costs, which are displayed in the webshop for the goods and when paying for the goods, must be borne by him. If it is an entrepreneur, the delivery of the goods is at your risk.

Payment (Terms of payment)

Unless otherwise agreed in writing, all invoice amounts are payable without deduction. Until full payment of the invoice amount, all rights to the services rendered remain the property of microgreenbox.

Due date

Payments are due within fourteen (14) days of receipt of the invoice without further deductions. An objection to the services and prices stated in the invoice will only be accepted within this payment period. If you do not have this, please transfer the amount due to

microgreenbox gmbh

IBAN: AT83 2033 1010 0000 5296

BIC: SPPRAT21XXX

Sparkasse Pregarten-Unterweissenbach AG

and please enter your invoice number under "Purpose". All prices on this website are in euros. Packaging and shipping costs, if any, are calculated and shown separately.

Only the payment methods displayed to the customer as part of the ordering process will be accepted. We reserve the right to restrict the choice of payment methods in individual cases. The data entered may be saved with the respective payment provider. In the case of pre-orders, the goods will not be sent until we have received the entire payment amount. Should you be in arrears with your payments, we reserve the right to charge you the dunning fees that were necessary for the appropriate operation or introduction of the claim.

Product availability

If the goods you ordered are not available at short notice at the time of the order, we will inform you. If the goods are permanently not available, no contract is concluded; we will inform you about this. If it is a pre-order, the specified delivery times are to be understood as a guideline. We reserve the right to postpone the appointment. However, these changes will be communicated to the buyers. By changing the delivery time, the customer has the right to cancel the purchase contract from the date of the notification. This right is valid for a fortnight.

Right of withdrawal (Return & Revocation)

The customer has the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which the customer or a third party named by him, who is not the carrier, took possession of the goods. In the event of withdrawal, the purchase price will only be reimbursed step by step against the return of the goods received from the customer. Both the return of the goods and reimbursement of the purchase price must be made within 14 days of the declaration of withdrawal or return of the goods. The prerequisite for this is that the goods are in an unused and resalable condition. In the case of items that are impaired or damaged by signs of use, we will charge an appropriate fee for the impairment. The same applies if accessories are missing when the goods are returned.

The goods must be returned in the purchased form, with the original packaging and with the invoice attached. The return of the goods is excluded if the customer has already modified the goods, opened the housing or made other changes. In order to exercise the right of withdrawal, the customer must inform us

*(microgreenbox gmbh, Untere Hafnerzeile 21, 4240 Freistadt,
Phone: 0043 720 510087, E-Mail: service@fridgegrow.com)*

by means of a clear statement (e.g. a letter sent by post or email) about the decision to cancel this contract. The customer can use the model withdrawal form (see website), but this is not mandatory. We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. To meet the cancellation deadline, it is sufficient if the customer sends a message about exercising the right of cancellation before the cancellation period expires.

Consequences of revocation

If the customer cancels the contract, microgreenbox has to repay all payments that microgreenbox has received from the customer, excluding delivery costs, within 30 days from the day on which microgreenbox received the notice of cancellation of this contract and microgreenbox received it Message was confirmed. The means of payment used for this repayment is the responsibility of microgreenbox.

microgreenbox can refuse repayment until microgreenbox has received the goods back or until the customer has provided proof that he has returned the goods, whichever is the earlier. The customer must return the goods immediately and in any event no later than fourteen days after sending the cancellation notice. The deadline is met if the customer sends the goods before the period of fourteen days has expired.

The customer has the opportunity to return the goods to the microgreenbox office at their own expense:

microgreenbox gmbh

Untere Hafnerzeile 21

4240 Freistadt

The customer bears the direct costs of returning goods that can be sent by parcel post. The customer also bears the direct costs of returning goods that cannot be sent as a parcel (e.g. via a freight forwarder). By direct agreement with microgreenbox, these costs can also be borne by microgreenbox if required. The customer only has to pay for any loss

in value of the goods if this loss in value is due to handling by the customer that is not necessary to check the quality, properties and functionality of the goods. The form can be found in the shop.

Complaints

You can only return products to us that you purchased directly from the Fridge Grow Online-Shop. If you bought your product in a retail store or from other websites, the products must be returned to the original store or site where you bought them. If for any reason you are not satisfied with your Fridge Grow products, please follow our return process so we can help you exchange your order or get a refund. Fridge Grow reserves the right to refuse to return any product that is not returned in accordance with our return process and we may request that you bear the cost of returning such goods to you.

- Please contact us before each return by email: info@fridgegrow.com.
- Please send the shipment to:
microgreenbox gmbh, Untere Hafnerzeile 21, 4240 Freistadt
Please only send the goods back to us after consultation with our customer service and a corresponding return slip. Shipments without freight prepaid will not be accepted!
- Please ensure that the packaging is safe for transport to avoid damage during transport. Important: When sending the package, ensure that there is sufficient insurance, break-proof packaging and sufficient padding of the product. In the event of breakage or damage, you are liable as the sender!
- In any case, enclose a proof of purchase or delivery note as well as this return form filled in with the return.

You have to bear the costs of the return if the delivered goods correspond to the ordered ones. If you cannot return or return the received goods to us or only partially or only in a deteriorated condition, you must compensate us for the value. You only have to pay compensation for the deterioration of the item and for the uses made, insofar as the uses or the deterioration can be attributed to handling the item that goes beyond checking the properties and functionality. "Checking the properties and functionality" means testing and trying out the respective goods, as is possible and customary in a shop. Please note that the original delivery charges will not be reimbursed, we will only reimburse the return costs and (if applicable) the cost of the subsequent re-delivery if the return is due to an error on our part or the goods are defective. All goods must be returned to us unused and in their original packaging (please note that you are required to handle the returned goods with reasonable care and that refunds may be withheld or a fee may be incurred if you do not exercise this care and damage the goods). Please ensure that your return package (if possible, in or with the original packaging) is securely packaged and sealed. Parcels must be returned carriage paid.

Warranty

In the event of defects in the goods, the statutory warranty regulations apply. If an exchange or an improvement is out of the question (not possible, too much effort, unreasonable, delayed delivery), the buyer is entitled to a price reduction or, if the defect is not minor, cancellation of the contract (change). The replacement of (defect) consequential damage, as well as other property damage, pecuniary damage and third party damage against the customer, unless it is a consumer business, is excluded.

Limitations of liability

microgreenbox is only liable for damage caused by intent and gross negligence, with the exception of damage to people. The existence of slight or gross negligence, unless it is a consumer business, has to prove the injured party. Compensation for consequential damage and mere financial loss is excluded for entrepreneurs. The microgreenbox can in no way be held liable for the correctness of the information in the event documents. In

In addition, microgreenbox is only liable for its own content on the website of the online shop. As far as microgreenbox with links enables access to other websites, microgreenbox is not responsible for the external content contained therein. All products shown in the online shop were developed and tested for normal household purposes and are not suitable for commercial purposes. The customer must ensure that the products are suitable for his project. It must also be ensured that the assembly instructions and the instructions for use are followed and that the maximum load capacity is observed. When checking, repairing or maintaining our devices, on which data or programs are stored, there is a possibility of loss or damage to data or programs stored in the device. Any liability for damage to or loss of data and programs is excluded.

Information about the ordering process

The customer uses the shopping cart to start the step-by-step process to complete the ordering process. At the end of the ordering process, the customer collects the customer-, invoice- and delivery data that we need for future fulfillment of the contract. If the customer has already created an account, the customer can log in to it at this point and thus use the address data previously recorded.

Before completing the ordering process, we ask the customer to read the general terms and conditions from us and to confirm their knowledge by activating the corresponding checkbox before the customer completes the order and thus submits a binding offer to microgreenbox. Of course, it can always happen that you make mistakes when entering

data. If the customer made a mistake when entering the data, we ask you to inform us immediately by sending a message to the email address given in the imprint so that we can respond to it as soon as possible. If the customer wants to cancel an order, we ask the customer to contact us by email. The customer will find our electronic contact address for all matters relating to suggestions, messages and complaints in our imprint.

Data protection (Privacy Policy)

microgreenbox informs the customer with the data protection declaration about the use of the personal data. The declaration can be read on the website www.fridgegrow.com.

Final provisions

The place of jurisdiction is Freistadt / AUSTRIA

Clients from Luxembourg and Switzerland expressly waive the reservations made by their states in this connection and acknowledge the place of jurisdiction Freistadt (or the nearest location) and the agreement on jurisdiction without reservation. Austrian law applies to the contractual relationships. The applicability of UN sales law is fundamentally excluded. Should individual provisions of the contract with the customer, including these general terms and conditions, be or become wholly or partially ineffective, this does not affect the validity of the remaining provisions.