

RULES FOR ONE-TO-ONE EXCHANGES for Avtek brand products

§1. Definitions

1. Manufacturer (Warrantor) – VIDIS S.A., with its registered office at ul. Logistyczna 4, Bielany Wrocławskie, 55040 Kobierzyce, providing a warranty for Avtek brand products purchased and used within the European Union.
2. Authorized Service Center (ASC) – the Manufacturer’s authorized service center authorized to provide warranty services, with its registered office at ul. Logistyczna 4, Bielany Wrocławskie, 55-040 Kobierzyce.
3. User – Whenever the Terms and Conditions refer to a “User,” this shall be understood to mean the entity entitled to exercise warranty rights in accordance with the General Terms and Conditions
4. Retail Partner (RP) – the entity from which the User purchased an Avtek-branded product or which assists the User in exercising warranty rights.
5. Service Request – a report of a defect or malfunction submitted in the manner specified in §4(1).
6. Business Day – a day from Monday through Friday, excluding statutory holidays in Poland.
7. Consumer – a natural person who enters into a legal transaction with a business entity that is not directly related to their business or professional activity, as defined in Article 22¹ of the Civil Code.
8. Door-to-door procedure—the standard warranty fulfillment procedure involving the delivery of the product to the Authorized Service Center (AS) (in particular for verification or repair), in accordance with the General Warranty Terms and Conditions (OWG) and the AS’s instructions.
9. One-to-One Replacement – a method of fulfilling the basic warranty (General Warranty Terms and Conditions) involving the replacement of the product with a replacement unit (new or another technically sound, fully functional unit of the same or a newer generation) in accordance with these Terms and Conditions. The One-to-One program does not constitute a separate warranty and does not renew or extend the product’s warranty period. A replacement unit issued under the One-to-One program is covered solely by the remaining warranty period applicable to the original product.
10. Replacement unit—a new product or one sourced from the Distributor’s service inventory, issued to the User as part of an exchange, whose specifications, functionality, and quality are no less than those of the product being replaced under the “One-to-One” program. The selection of the replacement unit is determined by the Authorized Service Center.
11. Swap procedure—a “One-to-One” replacement procedure carried out as:

- a) a swap with pickup (delivery of the replacement unit and pickup of the defective product), or
 - b) a swap without return (replacement without the obligation to return the defective product, unless the Authorized Service Center requests otherwise).
12. Avtek Interactive Monitor—any model of the Avtek TS series interactive monitor, regardless of generation or launch date, covered by the General Terms and Conditions of Sale (OWG), for which the “One-to-One” mode may apply in accordance with these Terms and Conditions and the current list of eligible products.
13. Other Avtek products—in particular, interactive whiteboards, information monitors/displays, projection screens, OPS computers, laptop charging carts, 3D printers, WM wireless microphone systems, and other Avtek devices and accessories covered by the General Terms and Conditions, for which the One-to-One mode may apply in accordance with these Terms and Conditions and the current list of eligible products.

§2. One-to-One Program: Scope and Rules

1. The One-to-One program for Avtek interactive monitors is valid for 2 years from the date of purchase by the User and covers:
 - a) hardware defects, in particular damage to the display panel, motherboard, power supply, or other key components of the monitor;
 - b) software defects that cannot be resolved remotely with technical support;
 - c) mechanical or manufacturing defects arising from causes beyond the User’s control, excluding damage resulting from improper use, incorrect installation, external factors, and damage incurred during transport.
2. The One-to-One warranty for other Avtek products is valid for the period specified in the product group list (2 to 3 years, depending on the product type) and covers:
 - a) hardware defects in electronic and electrical products, in particular damage to the motherboard, PCB, power supply, motor, or other key components;
 - b) software defects that cannot be resolved remotely with AS support;
 - c) mechanical or manufacturing defects in manual and non-electrical products arising from causes beyond the User’s control, excluding damage resulting from improper use, incorrect installation, external factors, and damage incurred during transport.
3. One-to-One replacements are carried out after AS verifies the report and may be preceded by remote diagnostic procedures (including verification of settings, connections, and software updates). The User/PH is required to cooperate with AS, in particular by performing the recommended actions and providing the required materials (e.g., photos, recordings, logs, screenshots).

§3. Procedures for Product Replacement (Swap)

1. Products covered by the One-to-One program are processed using one of two procedures:
 - a) swap with pickup (exchange with pickup of the defective product):
 - i. Verification of the report—AS assesses whether the reported defect is covered by the warranty based on the documentation (photos/videos) provided by the User/PH and determines the nature of the defect.
 - ii. Remote support—if appropriate, the Service Provider attempts to resolve the issue remotely. The User/PH confirms compliance with the instructions (e.g., logs, screenshots, photos, recordings).
 - iii. Exchange Process—if remote support does not resolve the issue, AS delivers a replacement unit and picks up the defective product from the specified address. The delivery of a replacement unit under the One-to-One service program does not constitute an exchange for a new product as defined in §18 of the General Warranty Terms and Conditions.
 - b) Swap without return (exchange without the obligation to return the defective product):
 - i. Verification of the report—as in section a, point 1.
 - ii. Additional verification—if necessary, the Authorized Service Provider (AS) may require additional steps (e.g., checking connections, settings, or usage). The user or the Point of Sale (POS) confirms compliance with the recommendations.
 - iii. Exchange Process—After the defect or fault has been confirmed and the AS's recommendations have been followed, the AS will issue a replacement unit without requiring the return of the defective product, unless the AS requests that the defective product be returned.
 - iv. Disposal—if the Service Provider does not request the return of the defective product, the User/PH shall ensure its disposal in accordance with applicable regulations.
2. A One-to-One replacement takes place after the User/PH has confirmed compliance with all AS recommendations and has provided the required materials. Failure to cooperate or comply with the recommendations may result in the suspension of the One-to-One process or the reclassification of the request to the door-to-door process.
3. The list of products/product groups covered by the One-to-One procedure and the associated procedures (swap) is made available by the Manufacturer in a manner that allows it to be reproduced (e.g., as an attachment to the Terms and Conditions or as a permanent publication on the Manufacturer's website). In the event of any

discrepancies, the list current as of the date of registration of the request shall take precedence, provided that this does not violate the rules set forth in §5(9).

§4. Rules for Handling Service Requests and Deadlines

1. The User submits a service request via the form on the website: <https://avtek.pl/serwis>. With the User's consent, the request may also be submitted by the PH. The User and the PH shall agree on organizational matters between themselves.
2. The User or PH shall specify the "One-to-One" mode in the request. Failure to specify this results in service being provided in "door-to-door" mode. Changing the mode is possible upon requesting such a change at an early stage of the request's processing.
3. After the request is registered, the Service Technician (AS) performs a remote analysis of the malfunction/defect, verifies whether the request falls within the scope of the warranty, and classifies it as either One-to-One or door-to-door service.
4. After qualification, the AS provides the instructions necessary for further processing of the request. The User or PH performs the specified actions to facilitate the processing of the request, including replacement, if warranted.
5. A replacement unit may be delivered directly to the User or—in justified cases—to the Authorized Service Provider (ASP). In the case of delivery to the ASP, the ASP is responsible for receiving the shipment, inspecting its condition upon receipt, and delivering the replacement unit to the User. The User or PH must immediately report any transport damage to the carrier and AS. The conditions for safe receipt of the shipment are available at: <https://avtek.pl/warunki-gwarancji>.
6. Processing times:
 - a) initial verification of the report by AS—no later than the end of the next business day following the date the report was submitted,
 - b) first attempt at remote support—within 2 business days from the date of preliminary verification and acceptance of the report in the system,
 - c) shipment of a replacement unit—within 3 business days of the decision to replace the product,
 - d) pickup of the defective product (swap with pickup)—within 14 days of the delivery of the replacement unit,
 - e) Extension of deadlines—the deadlines specified in subparagraphs (a) through (d) may be extended in the event of unforeseen circumstances, logistical issues, force majeure, and depending on the cooperation between the User/PH and AS, including in connection with individually agreed-upon deadlines for performing actions or delivering the product to the service center.

§5. Final Provisions

1. Each One-to-One request is reviewed on a case-by-case basis, and the decision regarding eligibility and replacement is made by AS based on the criteria set forth in these Terms and Conditions and the General Terms and Conditions of Sale (OWG).
2. Information regarding the proposed replacement model is provided to the User when the replacement involves a model different from the current one. If the User does not accept the proposed model, they may opt out of the “One-to-One” process and choose:
 - a) the door-to-door mode for product repair at the Service Center—provided that repair is possible—or
 - b) another solution proposed by the Authorized Service Center—if repair is not possible. A change in mode or acceptance of an alternative solution is made by mutual agreement between the parties.
3. The manufacturer covers the shipping costs for the replacement unit and—in the case of a swap with pickup—the costs of picking up the defective product. If the delivery is made to the Authorized Service Provider (ASP), the User and the ASP shall agree among themselves on the handover of the replacement unit to the User (including any associated costs).
4. The manufacturer does not cover the costs of dismantling the defective product, installing the replacement unit, or purchasing the materials necessary to properly prepare the product for shipment or pickup. In the case of large or fragile products (e.g., monitors), proper securing requires the use of a shipping pallet and appropriate protective materials. It is recommended to retain the original packaging (including the pallet) for the duration of the warranty, as in the absence of such packaging, the Buyer is obligated, at their own expense, to provide packaging with specifications that ensure the Product’s safety during transport.
5. If the User is unable to disassemble/assemble or prepare the product on their own, they may contact PH for assistance. The scope, timing, and costs of such assistance are determined directly between the User and PH.
6. The Manufacturer reserves the right to refuse to cover the costs of the One-to-One service if, following verification by the Authorized Service Center (AS), it turns out that the product is in working order, the reported defect is not covered by the warranty, or the defect does not exist despite prior verification of the documentation. In such a case, the logistics costs and service costs incurred in connection with the procedure may be passed on to the Reporting Party, provided that the Reporting Party is neither a Consumer nor a Business with consumer rights.

7. If a replacement unit is provided under the One-to-One service program, the start date of warranty coverage remains the date of purchase of the original product. The provision of a replacement unit does not initiate a new warranty period or extend the warranty period. The warranty period for the replacement unit ends on the same date that the warranty for the original product would have ended.
8. The manufacturer is not liable for any failure to perform or improper performance of the provisions of these Terms and Conditions caused by force majeure or other circumstances beyond the manufacturer's control.
9. The manufacturer reserves the right to amend these Terms and Conditions. Amendments take effect on the date of their publication and apply to service requests registered on or after that date. Service requests registered prior to the date of publication of the changes will be processed in accordance with the Terms and Conditions in effect on the date the request was registered. These Terms and Conditions set forth the rules for the One-to-One process within the OWG and do not limit the buyer's rights under applicable law, in particular the rights arising from nonconformity of the goods with the contract and other statutory remedies.