

TERMS AND CONDITIONS FOR ONE-TO-ONE REPLACEMENT for Avtek products**§1. Definitions**

1. Manufacturer (Warrantor) – VIDIS S.A., with its registered office at Logistyczna 4, Bielany Wrocławskie, 55-040 Kobierzyce, providing a warranty for Avtek products purchased and used within the territory of the European Union.
2. Authorised Service Centre (ASC) – the Manufacturer's authorised service centre entitled to provide warranty services, located at Logistyczna 4, Bielany Wrocławskie, 55-040 Kobierzyce.
3. User – whenever these Terms and Conditions refer to the User, this shall mean an entity entitled to exercise warranty rights in accordance with the General Warranty Terms and Conditions (GWTC).
4. Business Partner (BP) – the entity from which the User purchased an Avtek product or which supports the User in exercising warranty rights.
5. Service Request – a notification of a fault/defect submitted in the manner specified in §4 (1).
6. Business Day – a day from Monday to Friday, excluding public holidays in Poland.
7. Consumer – a natural person who enters into a legal transaction with an entrepreneur that is not directly related to that person's business or professional activity, within the meaning of Article 22¹ of the Polish Civil Code.
8. Door-to-Door Procedure – the standard warranty handling procedure involving delivery of the product to the ASC, in particular for inspection/repair, in accordance with the GWTC and the ASC's instructions.
9. One-to-One Replacement – a procedure for fulfilling the basic warranty (GWTC) by replacing 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 Procedure does not constitute a separate warranty and does not renew or extend the product's warranty coverage period. A replacement unit supplied under the One-to-One programme is covered only for the remainder of the warranty period applicable to the original product.
10. Replacement Unit – a new product or a product from the Distributor's service stock, supplied to the User as a replacement, whose specifications, functionality and quality are no worse than those of the product being replaced under the One-to-One Procedure. The replacement unit shall be selected by the Authorized Service Centre.
11. Swap Procedure – a One-to-One replacement procedure carried out as:
 - a. swap with collection (delivery of a replacement unit and collection of the defective product); or

- b. swap without return (replacement without an obligation to return the defective product, unless the ASC requests otherwise).
- 12. Avtek Interactive Display – any Avtek TS-series interactive display model, irrespective of its generation or date of introduction to the product range, covered by the GWTC and eligible for the One-to-One Procedure in accordance with these Terms and Conditions and the current list of eligible products.
- 13. Other Avtek Products – including, in particular, interactive whiteboards, information monitors/displays, projection screens, OPS computers, laptop charging carts, 3D printers, WM wireless microphone systems, and other Avtek-branded devices and accessories covered by the GWTC and eligible for the One-to-One Procedure in accordance with these Terms and Conditions and the current list of eligible products.

§2. Scope and rules of the One-to-One Procedure

1. One-to-One coverage for Avtek interactive displays applies for 2 years from the date of purchase by the User and covers:
 - a. hardware faults, in particular damage to the screen/panel, mainboard, power supply or other key display components;
 - b. software faults that cannot be resolved remotely with support from the ASC;
 - c. mechanical or manufacturing defects arising for reasons beyond the User's control, excluding damage resulting from improper use, incorrect installation, external factors or transport damage.
2. One-to-One coverage for other Avtek products applies for the period indicated in the list of product groups (from 2 to 3 years, depending on the product type) and covers:
 - a. hardware faults in electronic and electrical products, in particular damage to the mainboard, PCB, power supply, motor or other key components;
 - b. software faults that cannot be resolved remotely with support from the ASC;
 - c. mechanical or manufacturing defects in manual and non-electrical products arising for reasons beyond the User's control, excluding damage resulting from improper use, incorrect installation, external factors or transport damage.
3. One-to-One Replacement is carried out after the Service Request has been verified by the ASC and may be preceded by remote diagnostics, including verification of settings, connections and software updates. The User/BP is required to cooperate with the ASC, in particular by performing the recommended actions and providing the required materials, such as photographs, recordings, logs or screenshots.

§3. Replacement (swap) procedures

1. Products covered by the One-to-One Procedure are handled under one of the following two procedures:
 - a. swap with collection (replacement with collection of the defective product):
 - i. Service Request verification – the ASC assesses whether the reported fault/defect is covered by the warranty, based on documentation (photographs/video) provided by the User/BP, and determines the nature of the fault.
 - ii. Remote support – where appropriate, the ASC attempts to resolve the issue remotely. The User/BP confirms completion of the recommended actions, for example by providing logs, screenshots, photographs or recordings.
 - iii. Replacement – if remote support does not resolve the issue, the ASC delivers a replacement unit and collects the defective product from the specified address. Delivery of a replacement unit under the One-to-One service programme does not constitute replacement of the product with a new product within the meaning of §18 of the General Warranty Terms and Conditions.
 - b. swap without return (replacement without an obligation to return the defective product):
 - i. Service Request verification – as set out in point 1 under letter a.
 - ii. Additional verification – if necessary, the ASC may require additional actions, such as checking connections, settings or the manner of use. The User/BP confirms completion of the recommended actions.
 - iii. Replacement – once the fault/defect has been confirmed and the recommended actions have been completed, the ASC supplies a replacement unit without requiring return of the defective product, unless the ASC requests that the defective product be returned.
 - iv. Disposal – if the ASC does not request return of the defective product, the User/BP shall arrange for its proper handling/disposal in accordance with applicable law.
2. One-to-One Replacement shall take place once the User/BP has confirmed completion of all actions recommended by the ASC and provided the required materials. Failure to cooperate or to follow the recommendations may result in suspension of the One-to-One Procedure or reclassification of the Service Request to the Door-to-Door Procedure.
3. The list of products/product groups covered by the One-to-One Procedure and the swap procedures assigned to them shall be made available by the Manufacturer in a reproducible form, for example as an appendix to these Terms and Conditions or as a permanent publication on the Manufacturer's website. In the event of

discrepancies, the list current on the date the Service Request is registered shall prevail, provided that this does not conflict with §5(9).

§4. Service Request handling rules and time limits

1. The User submits a Service Request using the form available at <https://avtek.pl/serwis>. With the User's consent, the Service Request may also be submitted by the BP. Organizational matters shall be agreed directly between the User and the BP.
2. The User or BP shall select the One-to-One Procedure in the Service Request. If no procedure is selected, the request will be handled under the Door-to-Door Procedure. The procedure may be changed if the need to do so is reported at an early stage of handling the Service Request.
3. After registration of the Service Request, the ASC performs a remote assessment of the fault/defect, checks whether the request falls within the scope of the warranty, and qualifies it for either the One-to-One Procedure or the Door-to-Door Procedure.
4. Following qualification, the ASC provides the instructions required for further handling of the Service Request. The User or BP performs the specified actions to enable the request to be processed, including replacement where justified.
5. The replacement unit may be delivered directly to the User or, in justified cases, to the BP. Where delivery is made to the BP, the BP is responsible for accepting the shipment, checking its condition upon receipt, and handing the replacement unit over to the User. The User or BP shall immediately report any transport damage to the carrier and the ASC. The conditions for the safe receipt of shipments are available at <https://avtek.pl/warunki-gwarancji>.
6. Performance time limits:
 - a. initial verification of the Service Request by the ASC – no later than by the end of the next Business Day after the Service Request is submitted;
 - b. first remote support attempt – within 2 Business Days from the initial verification and acceptance of the Service Request in the system;
 - c. dispatch of the replacement unit – within 3 Business Days from the date of the replacement decision;
 - d. collection of the defective product (swap with collection) – within 14 days from the date the replacement unit is delivered;
 - e. extension of time limits – the time limits set out in letters a–d may be extended in the event of unforeseen events, logistical problems, force majeure, or depending on the cooperation of the User/BP with the ASC, including individually agreed dates for performing actions or delivering the product to the service center.

§5. Final provisions

1. Each Service Request under the One-to-One Procedure is considered individually, and the decision on qualification and replacement is made by the ASC on the basis of the criteria set out in these Terms and Conditions and the GWTC.
2. Information on the proposed replacement unit model is provided to the User if the replacement concerns a model other than the current one. If the User does not accept the proposed model, the User may withdraw from the One-to-One Procedure and choose:
 - a. the Door-to-Door Procedure for repair of the product at the ASC, provided repair is possible; or
 - b. another solution proposed by the ASC, if repair is not possible. Any change of procedure or acceptance of an alternative solution shall be agreed between the parties.
3. The Manufacturer covers the cost of shipping the replacement unit and, in the case of a swap with collection, the cost of collecting the defective product. If delivery is made to the BP, the arrangements for handing the replacement unit over to the User, including any associated costs, shall be agreed directly between the User and the BP.
4. The Manufacturer does not cover the cost of removing the defective product, installing the replacement unit, or purchasing materials required to prepare the product properly for dispatch/collection. For large or delicate products, such as displays, proper protection requires a transport pallet and suitable protective materials. It is recommended that the original packaging, including the pallet, be retained for the warranty period because, if it is unavailable, the Buyer must, at its own expense, provide packaging whose specifications ensure the product's safety during transport.
5. If the User is unable to remove/install or prepare the product independently, the User may request assistance from the BP. The scope, date and cost of such assistance shall be agreed directly between the User and the BP.
6. The Manufacturer reserves the right to refuse to cover the costs of the One-to-One Procedure if verification by the ASC shows that the product is in working order, the reported fault/defect is not covered by the warranty, or the fault/defect is not present despite the earlier verification of the documentation. In such a case, the logistics costs and service labor costs incurred in connection with the procedure may be charged to the person submitting the Service Request, provided that such person is neither a Consumer nor an entrepreneur enjoying consumer rights.
7. Where a replacement unit is supplied under the One-to-One service programme, the warranty coverage commencement date remains the purchase date of the

original product. Supply of the replacement unit does not start a new warranty period or extend the warranty period. The warranty period for the replacement unit ends on the same date on which the warranty for the original product would have ended.

8. The Manufacturer may, at its sole discretion, require the return of a product covered by a Service Request handled under the One-to-One programme. The Authorized Service Centre shall decide in each case whether return is required.
9. Where the Manufacturer has requested return of the product, the User must return it in accordance with the instructions provided by the Manufacturer or the Authorized Service Centre, within a maximum of 7 days from receipt of the return request.
10. If the return obligation referred to in paragraph 9 is not fulfilled, the Manufacturer may charge the User an amount of 500 EUR.
11. The Manufacturer shall not be liable for any failure to perform or improper performance of these Terms and Conditions caused by force majeure or other circumstances beyond the Manufacturer's control.
12. The Manufacturer reserves the right to amend these Terms and Conditions. Amendments take effect on the date of publication and apply to Service Requests registered on or after that date. Service Requests registered before the publication date of the amendments shall be considered under the Terms and Conditions in force on the date of registration. These Terms and Conditions set out the rules for the One-to-One Procedure under the GWTC and do not restrict the Buyer's statutory rights, including rights arising from a lack of conformity of the goods with the contract and other statutory remedies.