

GENERAL WARRANTY TERMS AND CONDITIONS FOR AVTEK BRAND PRODUCTS

1. VIDIS SA, with its registered office in Bielany Wrocławskie, Logistyczna 4, 55-040 Bielany Wrocławskie, hereinafter referred to as the “Warrantor,” provides a warranty for Avtek brand products purchased and used within the European Union, hereinafter referred to as the “Product,” provided that they are used in accordance with their intended purpose, technical capabilities, and in a manner consistent with the user manual and all other technical documentation provided to the purchaser.
2. The Authorized Service Center for Avtek brand Products is Serwis VIDIS SA, Logistyczna 4, 55-040 Bielany Wrocławskie, to which the Product covered by this warranty must be reported and delivered. All repairs of the Products are carried out at the Authorized Service Center’s premises.
3. The party entitled under this warranty is the entity that purchased the Product for its own use, hereinafter referred to as the “Buyer.” An entity that purchased the Product for commercial use, including, in particular, for resale, is not entitled under this warranty.
4. The Buyer should report a defect immediately upon its discovery. A delay in reporting may result in a limitation of the Warrantor’s liability solely to the extent of damage increased as a result of the delay.
5. All Avtek products purchased and used within the European Union are covered by a door-to-door warranty.
6. Selected models of Avtek interactive displays are additionally covered by the “One-to-One Service Program.” Detailed terms and conditions of the One-to-One Service Program are available at: <https://avtek.pl/warunki-gwarancji>. For products covered by the One-to-One Program, the detailed terms and conditions of that program apply. In the event of any discrepancy between these General Warranty Terms and Conditions and the One-to-One Program terms and conditions, the provisions of the One-to-One Program shall prevail. <https://avtek.pl/warunki-gwarancji>
7. The warranty is granted for a period determined by the Warrantor individually for each Product (group of Products). Detailed information regarding the warranty period for Products is included in the Product data sheets available at vidis.pl and avtek.pl.

8. The warranty covers only latent physical defects arising from causes inherent in the Product.
9. The warranty does not cover defects arising from causes for which the Warrantor is not liable, in particular:
 - a. mechanical damage not resulting from the manufacturing process, including, in particular, damage occurring during transportation and handling,
 - b. damage or malfunction caused by improper use or misuse of the Product, negligence on the part of the Buyer, or use of the Product contrary to the user manual,
 - c. damage resulting from the acts or omissions of the Buyer or third parties,
 - d. use of the Product contrary to its intended purpose,
 - e. design errors in the installation, incorrect selection of the Product,
 - f. improper installation, maintenance, storage, and transportation,
 - g. damage resulting from the use of non-genuine accessories, consumables, or installation materials, or those not compliant with the manufacturer's recommendations,
 - h. damage resulting from improper use of the Product, in particular through the use of inappropriate cleaning or maintenance products,
 - i. damage resulting from wear and tear of components subject to natural wear and tear,
 - j. damage resulting from fortuitous events (e.g., power surges, incorrect supply voltage, connecting the Product to an ungrounded power outlet) and force majeure (e.g., flood, fire, lightning strikes, corrosion),
 - k. installation and use of an Avtek interactive display in a horizontal position.
10. The presence of bright or dark point spots on the LCD display is not considered a defect if the number of functional pixels complies with the number specified in ISO 13406-2 regarding the quality and ergonomics of the Product (applies to interactive displays).
11. The warranty does not cover the phenomenon occurring in projection screens where the sides of the surface curl inward, provided that this does not exceed the width of the black side borders; this is a natural phenomenon in screens without side tensioners.

12. The warranty does not cover the Product packaging, parts subject to normal wear and tear, or consumable parts and materials.
13. The warranty does not cover services performed by the Authorized Service Center such as device configuration, cleaning and maintenance, or installation of third-party applications. These services are provided for a fee.
14. The Buyer loses rights under the Warranty if any of the following is found:
 - a. any structural, technical, technological, or installation modifications to the Product,
 - b. damage to the Product structure resulting from acts or omissions of the Buyer, third parties, or force majeure,
 - c. any alterations, corrections, or other modifications to the Product,
 - d. repairs performed by entities or persons other than the Warrantor,
 - e. adjustment or repair of the Product by unauthorized persons,
 - f. breach of warranty seals,
 - g. incompleteness of the Product,
 - h. alteration, removal, or obliteration of the Product serial numbers, rendering them illegible.
15. Defects in the Product will be remedied by the Authorized Service Center within a timeframe agreed with the Buyer, but no later than 14 days from the date the Product is delivered to the Authorized Service Center.
16. If it is necessary to order replacement parts or perform a non-standard repair, the Warrantor reserves the right to extend the period for remedying the defect by the Authorized Service Center; however, this period shall not exceed 30 days from the date of delivery to the Authorized Service Center.
17. During the warranty period, the Warrantor undertakes, in the first instance, to remedy the Product defect by repair. If repair proves impossible, the Warrantor undertakes to replace the Product with a defect-free unit, either new or another unit with comparable and no less favorable specifications. In such a case, the warranty period does not restart. A Product supplied as a replacement is covered only for the remainder of the warranty period calculated from the date of purchase of the original Product. If a suitable Product is unavailable, the Warrantor will refund the purchase price to the Buyer within 30 days from the date the Product is delivered to the Authorized Service Center.

18. For Products covered by the One-to-One Program, the Warrantor may, in accordance with the rules set out in the One-to-One Program terms and conditions, provide a replacement product before completion of full diagnostics or repair of the reported product. Provision of a replacement product under the One-to-One Program does not constitute replacement of the product with a new one within the meaning of §19 of these Terms and Conditions.
19. The warranty period for the Product is extended by the duration of the repair and is calculated from the date the Product is delivered to the Authorized Service Center until the date it is delivered to the Buyer. The foregoing does not apply to Products covered by the One-to-One Program. Provision of a replacement product under the One-to-One Program constitutes a specific method of fulfilling warranty obligations and does not cause a new warranty period to commence. The replacement product is covered by the warranty for the period remaining until expiry of the warranty for the original Product.
20. Accessories supplied with the Products (remote controls, styluses, cables) are covered by the same Warranty as the Product. The Warranty does not cover mechanical damage to accessories or defects resulting from normal wear and tear.
21. The Warrantor is not obligated to provide the Buyer with a substitute product for the duration of the complaint procedure.
22. Warranty rights are exercised upon presentation of proof of purchase of the Product and the Buyer's acceptance, in the fault report form, of the terms and conditions contained in this Warranty.
23. The Buyer is required to report a Product defect using the fault report form available at <https://avtek.pl/serwis>.
24. After an initial review of the report, the Warrantor will attempt to resolve the issue remotely and then, if it is necessary to send the Product to the Authorized Service Center, will provide the Buyer with instructions on how to prepare the Product for shipment and arrange collection of the shipment by a carrier.
25. To streamline delivery of the defective Product to the Authorized Service Center, the Buyer is required to mark the shipment with the RMA number assigned by the Authorized Service Center after the complaint is reported.
26. The Buyer is responsible for proper disassembly, packaging, and securing of the Product for transport to the Authorized Service Center. The Warrantor is not obligated to cover the costs of disassembly or the purchase of materials necessary

to properly secure the Product. For large or fragile Products (e.g., displays), proper protection requires the use of 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 is required, at its own expense, to provide packaging with parameters ensuring the Product's safety during transport.

27. The Warrantor is responsible for organizing transport related to handling a warranty claim for a Product covered by the warranty, i.e., transport of the Product by the Buyer from its place of use to the Authorized Service Center, as well as return of the Product after completion of the complaint process to the location specified by the Buyer.
28. The Warrantor bears the transport costs associated with handling a warranty claim for a Product covered by the warranty, i.e., the cost of transporting the Product from its place of use to the Authorized Service Center and returning the Product to the Buyer after completion of the complaint process to the location specified by the Buyer.
29. The Warrantor reserves the right to charge the Buyer for costs incurred in carrying out the complaint procedure if, following an expert evaluation at the Authorized Service Center, the Product is found to be in working order or the damage is not covered by the warranty.
30. A defective Product that, by decision of the Authorized Service Center, has been replaced with a new or other unit becomes the property of the Warrantor (this also applies to defective replaced components and accessories).
31. The Warrantor has the right to request the return of a Product covered by a warranty claim, in particular where it has been replaced with a new, refurbished, equivalent, substitute, or defect-free product.
32. The Buyer is required to return the Product specified by the Warrantor within 7 days from the date of the request to return the Product covered by the warranty claim.
33. If the Product is not returned despite the Warrantor's request, the Warrantor has the right to charge the Buyer 500 Euro.
34. This Warranty does not exclude, limit, or suspend the Buyer's rights in the event of non-conformity of the goods sold with the contract. The Buyer is entitled by law to legal remedies provided by and at the expense of the seller. The Buyer may exercise rights arising from non-conformity of the goods sold with the contract independently of rights arising from the warranty.