

## GENERAL WARRANTY TERMS FOR AVTEK PRODUCTS

1. VIDIS SA, based in Bielany Wrocławskie, 4 Logistyczna Street, 55-040 Bielany Wrocławskie, hereinafter referred to as the "Guarantor", provides a warranty for Avtek brand products purchased and used in the territory of the European Union, hereinafter referred to as the "Product", provided it is used in accordance with its intended use, technical capabilities and in a manner consistent with the user manual and all other technical documents provided to the purchaser.
2. The Authorized Service Center for Avtek Products is Service VIDIS SA, 4 Logistyczna St., 55-040 Bielany Wrocławskie, to which the Product covered by this warranty should be reported and delivered. All Product repairs shall be performed at the Authorized Service Center.
3. The person entitled under the warranty is the entity that purchased the Product for personal 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 the warranty.
4. The Buyer shall immediately notify the Guarantor of the occurrence of the defect, but no later than within 2 days from the date of its discovery. In case of failure to comply with the above obligations, the Buyer shall lose his rights under the warranty.
5. All Avtek products purchased and used within the European Union are covered by a door-to-door warranty.
6. All Avtek products are covered by a special one-to-one exchange procedure, which involves replacing the product with a substitute unit (new or another technically functional, fully operational unit of the same or newer generation), under the terms specified in the regulations. This procedure does not constitute a separate warranty and does not renew or extend the product's warranty period. The detailed regulations can be found at: <https://avtek.eu/warranty-terms-and-conditions>.
7. The warranty shall be granted for the period determined by the Guarantor individually for each Product (group of Products). Detailed information on the warranty period for the Products is included in the Product cards available at [www.avtek.eu](http://www.avtek.eu).
8. The warranty covers only latent physical defects arising from causes inherent in the Product.
9. The warranty does not cover defects caused by reasons for which the Guarantor is not responsible, in particular:
  - a) mechanical damage not resulting from the production process, including, in particular, caused during transport and handling,
  - b) damage or malfunction caused by misuse or abuse of the Product, negligence of the Buyer or use of the Product contrary to the instructions for use,
  - c) damage caused by the actions or omissions of the Buyer or third parties,
  - d) Use of the Product contrary to its intended use,
  - e) Installation design errors, incorrect selection of the Product,
  - f) Improper installation, maintenance, storage and transportation,
  - g) damage caused by the use of non-original or non-compliant with the manufacturer's recommendations accessories and consumables and installation materials,
  - h) damage caused by improper use of the Product, in particular by using improper cleaning or maintenance products,
  - i) Damages caused by wear and tear of components subject to natural wear and tear,
  - j) Damages 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, corrosion),
  - k) Mounting and using the Avtek interactive monitor in a horizontal position.

10. The occurrence of light or dark spotty spots on the LCD display shall not be treated as a defect if the number of operable pixels is in accordance with the number specified in ISO13406-2 for the quality and ergonomics of the Product (applicable to interactive monitors).
11. The warranty does not cover the phenomenon occurring in projection screens in the form of inward curling of the sides of the surface, to an extent not exceeding the width of the black side frames; this is a natural phenomenon occurring in screens without side tensioners.
12. The warranty does not cover the Product packaging, parts subject to normal wear and tear, and parts and consumables.
13. The warranty does not cover activities performed by the Authorized Service such as device configuration, cleaning and maintenance, installation of external applications. The listed services are performed for a fee.
14. The Buyer forfeits its rights under the Warranty if it is found:
  - a) Making any structural, technical, technological or assembly changes to the Product,
  - b) violation of the construction of the Product as a result of an act or omission of the Buyer, third parties or force majeure,
  - c) To make any alterations, amendments or other modifications to the Product,
  - d) performance of repairs by entities/persons other than the Guarantor,
  - e) Performing tuning or repair of the Product by unauthorized persons,
  - f) Violation of warranty seals,
  - g) incompleteness of the Product,
  - h) alteration, deletion or obliteration of the serial numbers of the Product, as a result of which they have become illegible.
15. Defects in the Product will be corrected by the Authorized Service within the period agreed with the Buyer, but no longer than 14 days, calculated from the date of delivery of the Product to the Authorized Service.
16. If it is necessary to order replacement parts or perform an unusual repair, the Guarantor reserves the right to extend the period for the removal of the defect by the Authorized Service; however, this time shall not be longer than 30 days, calculated from the date of delivery of the Product to the Authorized Service.
17. During the warranty period, the Guarantor undertakes, first of all, to remove the defect in the Product by repairing it. If the repair of the Product is impossible to carry out, the Guarantor undertakes to replace the Product with a defect-free one (a new one or another one with comparable but not inferior parameters in case of unavailability of the Product) or refund the paid price within 30 days counted from the date of delivery of the Product to the Authorized Service Center.
18. The warranty period for the Product is extended by the time of repair and is calculated from the date of delivery of the Product to the Authorized Service Center until the date of delivery to the Buyer after repair. In the case of replacement of the Product with a new or other defect-free Product, the warranty runs anew with respect to the entire replaced Product and is calculated from the date of delivery to the Buyer. In case of replacement of a part of the Product, the warranty runs anew only with respect to that replaced part of the Product and is calculated from the date of delivery of the repaired Product to the Buyer.
19. Accessories attached to the Products (remote controls, pens, cables) are covered by the same Warranty as the Product. The Warranty does not cover mechanical damage to accessories and defects resulting from natural wear and tear.
20. The Guarantor is not obliged to provide the Buyer with a replacement product for the duration of the complaint procedure.
21. Exercise of warranty rights is carried out on the basis of submission of proof of purchase of the Product and acceptance by the Buyer in the form for reporting failures of the conditions contained in this Warranty.

22. The Buyer is obliged to report a defect in the Product using the failure report form which is available at <https://avtek.eu/service> website.
23. After the initial verification of the request, the Guarantor will attempt to remotely resolve the problem and then, if the Product must be sent back to an Authorized Service Center, provide the Buyer with instructions for preparing the Product for shipment to an Authorized Service Center and have the shipment picked up at a shipping company.
24. In order to streamline the process of delivery to the Authorized Service Center of the defective Product, the Buyer is obliged to mark the shipment with the RMA number, assigned to the Buyer by the Authorized Service Center after the complaint is reported.
25. The Buyer is responsible for proper disassembly, packaging and securing of the Product for transportation to the Authorized Service Center. The Guarantor shall not be obliged to cover the costs of disassembly and purchase of materials, enabling proper protection of the Product.
26. The Guarantor shall be responsible for arranging transportation related to the handling of a warranty claim for the Product, i.e. including the sending of the Product from the Buyer's place of use to the Authorized Service Center, as well as the return of the Product after the completion of the claim process to the place indicated by the Buyer.
27. Transportation costs related to the handling of a warranty claim on a Product covered by the warranty, i.e. the cost of transporting the Product from its place of use to an Authorized Service Center and returning the Product to the Buyer at the end of the claim process to the place indicated by the Buyer, shall be borne by the Guarantor.
28. The Guarantor reserves the right to charge the Buyer with the costs incurred for carrying out the claim procedure in case the Product proves to be in working order or the damage is not covered by the warranty after expert examination at the Authorized Service Center.
29. A defective Product, which by the decision of the Authorized Service Center has been replaced with a new or different copy, becomes the property of the Guarantor (this also applies to defective, replaced components and accessories).
30. This Warranty does not exclude, limit or suspend the rights of the Buyer in case of non-conformity of the sold thing with the contract. The Buyer shall be entitled by law to legal remedies on the part and at the expense of the Seller. The Buyer may exercise his rights under the non-conformity of the sold thing with the contract independently of his rights under the guarantee.