

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

§1. Definitions

1. **Producer (Guarantor)** – VIDIS S.A., with its registered office at ul. Logistyczna 4, Bielany Wrocławskie, 55-040 Kobierzyce, granting a warranty for Avtek brand products purchased and used within the territory of the European Union.
2. **Authorised Service (AS)** – the Producer’s authorised service provider, authorised to perform warranty services, with its registered office at ul. Logistyczna 4, Bielany Wrocławskie, 55-040 Kobierzyce.
3. **User** – the entity that purchased an Avtek brand product for its own use and benefits from the warranty granted by the Producer in accordance with the **General Warranty Terms and Conditions (GWT)**.
4. **Business Partner (PH)** – the entity from whom the User purchased the Avtek brand product or that 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 statutory public holidays in Poland.
7. **Consumer** – a natural person performing a legal act 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 mode** – the standard method of performing the warranty, consisting in providing the product to AS (in particular for verification/repair), in accordance with GWT and AS instructions.
9. **One-to-one exchange** – a method of performing the basic warranty (GWT), consisting in exchanging the product for a **replacement unit** (new or another technically sound, fully functional unit, of the same or newer generation), under the terms of these Rules. The one-to-one mode does not constitute a separate warranty and does not renew or extend the product’s warranty period.
10. **Replacement unit** – the product issued to the User as part of a one-to-one exchange.
11. **Swap procedure** – the one-to-one exchange procedure carried out as either:
 - **swap with pickup** (delivery of the replacement unit and pickup of the defective product), or
 - **swap without return** (exchange without the obligation to return the defective product, unless AS requests otherwise).
12. **Avtek interactive monitor** – any model of an Avtek interactive monitor from the TS series, regardless of generation and launch date, covered by GWT, for which the one-to-one mode may apply in accordance with these Rules and the current list of eligible products.
13. **Other Avtek products** – in particular: interactive whiteboards, information monitors/digital signage displays, projection screens, OPS computers, laptop charging carts, 3D printers, WM wireless microphone systems, and other Avtek brand devices and accessories covered by GWT, for which the one-to-one mode may apply in accordance with these Rules and the current list of eligible products.

§2. One-to-one mode – scope and principles

1. **One-to-one for Avtek interactive monitors** is valid for **2 years** from the date of purchase by the User and covers:
 - a) hardware faults, in particular damage to the display matrix/panel, mainboard, power supply unit, or other key monitor components;
 - b) software faults that cannot be resolved remotely with AS support;
 - c) mechanical or manufacturing defects arising from causes beyond the User's control, excluding damage resulting from improper use, incorrect installation, external factors, or transport damage.
2. **One-to-one for other Avtek products** is valid for the period indicated on the list of product groups (**from 2 to 3 years**, depending on the product type) and covers:
 - a) hardware faults of electronic and electrical products, in particular damage to the mainboard, PCB, power supply unit, motor, or other key components;
 - b) software faults that cannot be resolved remotely with AS support;
 - c) mechanical or manufacturing defects of manual and non-electric products arising from causes beyond the User's control, excluding damage resulting from improper use, incorrect installation, external factors, or transport damage.
3. A one-to-one exchange is carried out after AS verifies the service request and may be preceded by remote diagnostic activities (including verification of settings, connections and software updates). The User/PH is obliged to cooperate with AS, in particular by performing the recommended actions and providing the required materials (e.g. photos, recordings, logs, screenshots).

§3. Exchange fulfilment procedures (swap)

1. Products covered by the one-to-one mode are handled under one of two procedures:
 - a) **swap with pickup** (exchange with pickup of the defective product):
 - **Verification of the service request** – AS assesses whether the reported fault/defect is covered by the warranty, based on documentation (photos/video) provided by the User/PH, and determines the nature of the fault.
 - **Remote support** – where justified, AS attempts to resolve the issue remotely. The User/PH confirms completion of the recommendations (e.g. logs, screenshots, photos, recordings).
 - **Exchange execution** – if remote support does not resolve the issue, AS delivers the replacement unit and picks up the defective product from the indicated address.
 - b) **swap without return** (exchange without the obligation to return the defective product):
 - **Verification of the service request** – as in point (a), item 1.
 - **Additional verification** – where necessary, AS may require additional actions (e.g. checking connections/settings/method of use). The User/PH confirms completion of the recommendations.
 - **Exchange execution** – after the fault/defect and completion of recommendations have been confirmed, AS issues the replacement unit without the obligation to return the defective product, unless AS requests the defective product to be sent back.
 - **Disposal** – if AS does not request return of the defective product, the User/PH ensures its proper handling/disposal in accordance with applicable regulations.

2. A one-to-one exchange is carried out after the User/PH confirms completion of all AS recommendations and provides the required materials. Lack of cooperation or failure to follow recommendations may result in suspension of one-to-one processing or re-classification of the service request to the door-to-door mode.
3. The list of products/product groups covered by one-to-one and the swap procedure assigned to them is made available by the Producer in a form that allows it to be reproduced (e.g. as an annex to these Rules or as a permanent publication on the Producer's website). In the event of discrepancies, the list valid on the date of service request registration prevails, provided this does not infringe the principles set out in §5(9).

§4. Service request handling rules and timelines

1. The User submits a service request via the form at: <https://avtek.eu/service>. With the User's consent, the service request may also be submitted by PH. Organisational arrangements are agreed between the User and PH.
2. The User or PH indicates the **one-to-one** mode in the service request. If not indicated, the service request is handled in the **door-to-door** mode. A change of mode is possible if requested at an early stage of processing the service request.
3. After the service request is registered, AS performs a remote analysis of the fault/defect, checks whether the service request falls within the warranty scope, and qualifies it for one-to-one or door-to-door processing.
4. After qualification, AS provides instructions necessary for further processing. The User or PH performs the indicated actions in order to enable processing of the service request, including an exchange where justified.
5. Delivery of the replacement unit may be made directly to the User or – in justified cases – to PH. Where delivery is made to PH, PH is responsible for receiving the shipment, checking its condition upon receipt, and handing the replacement unit over to the User. The User or PH promptly reports any transport damage to the carrier and to AS. Conditions for safe receipt of shipments are available at: <https://avtek.eu/warranty-terms-and-conditions>.
6. **Processing timelines:**
 - a) initial verification of the service request by AS – no later than by the end of the next business day from the day the service request is submitted,
 - b) first remote support attempt – within 2 business days from the day of initial verification and acceptance of the service request in the system,
 - c) shipment of the replacement unit – within 3 business days from the day the decision to exchange is made,
 - d) pickup of the defective product (swap with pickup) – within 14 days from the day the replacement unit is delivered,
 - e) extension of timelines – the timelines in items (a)–(d) may be extended in the event of random incidents, logistical problems, force majeure, and depending on cooperation of the User/PH with AS, including as a result of individually agreed timelines for performing actions or delivering the product to service.

§5. Final provisions

1. Each service request in the one-to-one mode is considered individually. AS makes the qualification and exchange decision based on the conditions set out in these Rules and in GWT.
2. Information about the proposed replacement unit model is provided to the User where the exchange concerns a model different from the current one. If the proposed model does not meet the User's expectations, the User may resign from one-to-one and choose:
 - a) door-to-door mode to repair the product at AS – provided repair is possible, or
 - b) an alternative solution proposed by AS – if repair is not possible. Any change of mode or acceptance of an alternative solution takes place by mutual agreement.
3. The Producer covers the costs of shipping the replacement unit and – in the case of swap with pickup – the costs of collecting the defective product. If delivery is made to PH, matters related to handing the replacement unit over to the User (including any costs) are agreed between the User and PH.
4. The Producer does not cover costs related to disassembly of the defective product, installation of the replacement unit, or the purchase of materials necessary to properly prepare the product for shipment/pickup.
5. If the User is unable to perform disassembly/installation or prepare the product independently, the User may request assistance from PH. The scope, deadline and costs of such assistance are agreed directly between the User and PH.
6. The Producer reserves the right to refuse to cover the costs of one-to-one processing if, after verification at AS, it turns out that the product is functional, the reported fault/defect is not covered by the warranty, or the fault/defect does not occur despite prior verification of the documentation. In such a case, logistics costs and service labour costs incurred in connection with the procedure may be transferred to the reporting party, provided the reporting party is neither a **Consumer** nor an **entrepreneur afforded consumer protection under applicable law**.
7. The Producer is not liable for failure to perform or improper performance of these Rules caused by force majeure or other circumstances beyond the Producer's control.
8. The Producer reserves the right to amend these Rules. Amendments apply from the date of publication and apply to service requests registered from that date. Service requests registered before the publication date of amendments are processed in accordance with the Rules in force on the date of service request registration.
9. These Rules set out the principles for performing the one-to-one mode under GWT and do not limit the buyer's rights arising from applicable law, in particular rights relating to lack of conformity of goods with the contract and other statutory remedies.