



Terms and conditions of the ONE-TO-ONE warranty

§1 Definitions

1. **Manufacturer (Guarantor)** - VIDIS SA with its registered office at 4 Logistyczna Street, Bielany Wrocławskie, 55-040 Kobierzyce, Poland, entered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000360399, conducted by the District Court for Wrocław-Fabryczna in Wrocław VI Economic Department, NIP: 899-25-22-420, REGON: 93303868.
2. **Monitor** - one of the listed models of Avtek interactive monitors, which is covered by a one-to-one warranty.
NOTE: does not apply to Avtek interactive monitors purchased during sale & outlet.
3. **User** - a user of an Avtek interactive monitor covered by the one-to-one warranty, benefiting from the warranty provided by the Manufacturer, in accordance with the provisions contained in the General Terms and Conditions of Warranty for Avtek products.
4. **Authorized Service (AS)** - Manufacturer's Authorized Service located at 4 Logistyczna Street, Bielany Wrocławskie, 55-040 Kobierzyce, Poland.
5. **Business Partner (BP)**- the entity that sold the monitor to the User.

§2 General provisions

1. The one-to-one warranty is only valid for a period of **2 years** from the date of purchase of the monitor, and consists of replacing the defective monitor with a new or working copy of the same or newer generation.
2. The one-to-one warranty covers the following monitor models:
 - Avtek TS 8 Lite G - 65", 75", 86"
 - Avtek TS 8.1 Mate G - 65", 75", 86"
 - Avtek TS 8 Mate - 65", 75", 86"
 - Avtek TS 8 Connect - 65", 75", 86", 92"
 - Avtek TS 7 Mate - 65", 75"
 - Avtek TS 7 Lite - 55", 65", 75", 86", 98"

3. The one-to-one warranty applies only in the event of a hardware defect (matrix manufacturing defect, motherboard defect, power supply, etc.) or in the event of a software defect that cannot be remedied remotely with the support of an Authorized Service.
 - a. In the event of a software failure, the Authorized Service will remotely provide the User with all instructions to solve the problem, and, if necessary, send the User a flash drive containing the necessary files and detailed instructions (important: even an erroneous/inaccurate firmware update process does not cause permanent hardware damage to the monitor, so it is safe for the device to carry out, for example, software updates on its own).
 - b. In case all possibilities of remote assistance in solving the software problem prove to be ineffective, the Authorized Service is authorized by the Manufacturer to decide on the implementation of the monitor replacement in one-to-one mode (each such case will be considered individually and the final decision will always rest with the Authorized Service).
 - c. In the event that the User refuses to take the actions recommended by the Authorized Service to fix the software defect on his/her own with AS' remote support, the User may not then take advantage of the one-to-one request service. In such a situation, the Authorized Service will take steps to carry out the necessary software actions at its premises, but for this purpose, the User is required to disassemble and prepare the monitor for shipment to AS (according to the rules of door-to-door warranty fulfillment).
 - d. In case there are reasons for which the User will not be able to carry out actions to remove the software defect with AS remote support on its own, the User may request support from business Partner, but all actions, deadlines and possible costs related to the performance of the necessary actions remain to be agreed between the parties, i.e. between the User and BP.
4. The warranty does not cover damage resulting from:
 - a. Use of the monitor contrary to its intended use and contrary to the operating instructions,
 - b. mechanical damage and misuse, negligence, and accidents and random events regardless of the cause,
 - c. Improper installation, maintenance, storage and transportation,
 - d. damage caused by the use of non-original or non-compliant accessories and materials,
 - e. Damage caused by fortuitous events (e.g., surges, abnormal supply voltage, connecting the monitor to an ungrounded power outlet, etc.), force majeure (e.g., flood, fire,, corrosion, etc.), and other unpredictable events causing damage to the device.
5. The one-to-one warranty is an extension of the door-to-door warranty and covers hardware malfunctions of monitors in the times and situations described in these terms and conditions. In the event that AS does not agree to the conditional handling of a one-to-one request in the event of a software defect, the User is entitled to use the basic option, i.e. the door-to-door warranty, which covers all products from the VIDIS SA commercial offer.

§3 Rules for fault reporting, shipping and receiving

1. The User undertakes to report the failure of the monitor through the form from <https://avtek.eu/service>. With the User's consent or at the User's request, the report of the failure may be made by the Business Partner from which the User purchased the monitor. The determination of which party will report the failure is to be agreed between the User and BP.
2. When making a failure report, the User or Business Partner is obliged to include in the form information that he/she uses the warranty in one-to-one mode. Lack of such information in the application will result in acceptance and commencement of service of the application in the basic mode, i.e. door-to-door.
3. Once the request is accepted and registered in the system, the Authorized Service will attempt to remotely identify the nature of the fault (software/hardware) reported by the user.
4. After the Authorized Service decides that the reported monitor needs to be replaced with a new unit, AS contacts the User or BP to determine the shipping date and delivery address of the new monitor and the details of the person responsible for receiving the shipment.
 - a. In the event that the User's address is indicated, the responsibility for the safe receipt of the shipment and checking its condition upon receipt is transferred to the User. Terms and conditions for safe receipt are available at <https://avtek.eu/warranty-terms-and-conditions>.
 - b. In the event of reasons through which the existence of a shipment of a new monitor directly to the User will be impossible, AS may carry out the shipment to BP, however, in such a situation, the responsibility for the safe receipt of the shipment and verification of its condition upon receipt passes to BP.
 - c. The designation of Business Partner's address as the shipping address should be discussed and approved by agreement between the User and BP. All activities, deadlines and possible costs associated with the delivery of a new monitor to the User's premises by BP are to be agreed between the parties, i.e. between the User and BP.
 - d. All activities and costs associated with the shipment of a new monitor to the User or BP remain with the Manufacturer.
5. After receiving the monitor and replacing the defective device with a new one, the User or BP shall prepare the claimed monitor for shipment according to the instructions received from AS. In order to properly prepare the defective monitor for shipment to AS, use the original cardboard box or use the packaging in which the new monitor was delivered. It is the responsibility of the User or BP to properly disassemble, pack and secure the monitor for shipment to AS.
6. The document confirming the replacement of the monitor with a new unit is the service report for the RMA request, generated when the AS completes the handling of the request and closes the RMA.

7. The Manufacturer shall not be obliged to cover the cost of disassembly of the defective/assembly of a new monitor and the purchase of materials to properly secure the defective monitor for shipment to AS.
8. If there are reasons for which the User will not be able to perform the disassembly, assembly and preparation of the shipment on his own, he may request assistance from BP, however, all activities, deadlines and possible costs related to the performance of the necessary actions remain to be agreed between the parties, i.e. between the User and BP.
9. Once the monitor is ready for shipment, the User or is required to inform AS that the shipment is ready for pickup by courier and indicate the address from where the shipment will be picked up (according to instructions provided by AS via e-mail). The time within which the User or BP should confirm that the shipment is ready for collection is a maximum of 14 days calculated from the date of delivery of the new monitor to the User or BP.
10. All activities and costs related to the collection of the defective monitor from the User or BP shall remain with the Manufacturer.

§4 Final provisions

1. The User may exercise the right to resign from the one-to-one request service in a situation when the parameters and functions of another monitor model, proposed by the Authorized Service Center as a replacement, differ from the User's expectations. Then, by agreement with the Authorized Service Provider, door-to-door request service will be implemented to repair the advertised monitor at the AS site.
2. The manufacturer reserves the right to charge the User or the Business Partner, making the application on behalf of the User, with the costs incurred in carrying out the claim procedure in case the monitor proves to be in working order or the damage is not covered by the warranty after expert examination at the Authorized Service Center.
3. The Manufacturer shall not be liable for failure to perform or improper performance of the provisions of these Regulations if it is due to force majeure or other circumstances beyond the control of the Manufacturer.
4. The Manufacturer reserves the right to amend these regulations. These changes will be effective from the moment they are published on the Manufacturer's website. Any information regarding changes to the regulations will be published on <https://avtek.eu>.