



WARRANTY CARD

DEFINITIONS

Company / Guarantor **Tedee Sp. z o. o.** (a limited liability company) with its registered office in Warsaw, Karola Bohdanowicza 21/57 Street, 02- 127 Warsaw, mobile: (0048) 884 088 011, email: support@tedee.com.

Client an entity (natural or legal person) that concluded – as a buyer – a Product sale agreement with the Company in respect of which he, she or it has received this Warranty Card.

Unless otherwise indicated, all provisions concerning the Client shall also apply to the Consumer.

Consumer The Client who purchased the Product:

- a) that is not directly related to his or her economic or professional activity, or;
- b) that is directly related to his or her business activity, when it is clear from the content of the contract that it is not of a professional nature for that person, arising in particular from the subject of his or her business activity, as determined, inter alia, on the basis of the relevant registers and records

- delivered to any EU Member State.

Product one of the following products manufactured by the Company and purchased (individually or as a set) by the Client:

- a) Tedee Lock;
- b) Tedee Lock GO;
- c) Tedee Keypad;
- d) Tedee Keypad PRO;
- e) Tedee Bridge;
- f) Tedee Adapter;
- g) Tedee Modular Cylinder;
- h) Tedee Door Sensor.

Promotional Product A Product purchased under Tedee Smart Rental offer. Unless otherwise indicated, the provisions for Product apply to the Promotional Product, respectively.

Client Defect A defect resulting from the non-conformity of the Product with the contract, within the meaning of Article 556 et seq. of the Polish Civil Code.

Consumer Defect A defect resulting from the non-conformity of the Product with the contract, within the meaning of Article 6 and Article 7 of Directive (EU) 2019/771 of the European Parliament on certain aspects concerning contracts for the sale of goods.

Warranty Company's commitment to provide the Client with a warranty service in case of Product defect in the scope and under conditions set out in the Warranty Card.

GENERAL CONDITIONS

Subject to the terms and conditions set out below, the Company hereby grants the Client the Warranty for the Product purchased either directly from the Guarantor or from an authorized distributor/reseller of Guarantor's Products.

SUBJECT, PERIOD AND SCOPE OF WARRANTY

1. **WARRANTY SUBJECT.** The Guarantor shall only be liable for defects in material or workmanship in respect of the Product(s) which have been or are being placed on the market, resulting from defects inherent in the Products and discovered in the course of normal use, subject to the exclusions set out below. The additional software used to operate the Products (including the Tedee App) and the batteries installed in the individual Products are not covered by the Warranty.
2. **WARRANTY PERIOD.** The Warranty is granted:
 - for the period of 24 months as of collection of the Product by the Client – regarding the Product, or;
 - for the period starting from the moment of activation for the entire duration of the Tedee Connect subscription – regarding the Promotional Product assigned to the subscription.
3. **EXCLUSIONS.** The Warranty does not cover the following defects and damages of the Product:
 - caused by inappropriate or inconsistent use of the Product in accordance with the instructions for use, in particular: use of the Product not in accordance with its intended use or inappropriate installation/connection/assembly/configuration/maintenance/operation;
 - resulting from mechanical damage or concerning wearing elements, such as protective coatings, unless such damages appeared as a direct result of material or manufacturing defects;
 - minor damages, incl. scratches or dents, which do not impact proper functioning

of the Product;

- associated with improper transport, storage, processing or assembly by the Client or a third party;
- caused by random events beyond the Company's control, in particular: flooding by liquids, food products or the action of chemical substances which may have a negative effect on the Product, dampness (e.g. through precipitation or condensation at varying temperatures), too high or too low a temperature, lightning, incorrect network voltage, inadequate ventilation, the action of chemical agents;
- resulting from the use of non-original or remanufactured consumables by the Client;
- resulting from the use of the Product in conditions other than domestic or from overloading the Product in violation of the Product's specifications;
- resulting from the failure of the Client to provide a suitable environment for the Product, including, without limitation, thermal conditions, failure to provide adequate power supply or to allow any foreign substance such as liquid, moisture or dirt to enter the Product;
- caused by natural disaster, insect or pest infestation or acts of God, including, without limitation, fire or flood;
- caused by any modification of the Product with or without the use of additional devices or parts;
- caused by any attached mechanical, electrical or other component not supplied and approved by the Company;
- caused by any external antenna, power plug or cable, power source, faulty accessory equipment or any external alteration or modification;
- caused by leaking, faulty or non-original accessories, including batteries;
- caused by a type of cleaning other than that indicated in the instructions for use or failure to follow the precautions recommended in any manual or information provided by the Company with the Product;
- caused by tampering with or servicing of the Product by a person other than the Guarantor or authorized third party;
- caused by modification or alteration of the factory software that is installed in the Product or the installation of any unauthorised software.

4. **WARRANTY LOSS.** Notwithstanding the foregoing exclusions, the Warranty ceases to apply and the Client loses all rights arising therefrom, automatically upon the occurrence of one of the following circumstances:
- implementing changes or repairs of the Product by using elements or components of third parties not authorised by the Company,
 - conducting servicing works by a person not being the Company's representative,
 - making any modification or changes in the Product (either by the Client or a third party) without a prior consent granted by the Company in writing, otherwise being null and void,
 - any other violation of the Warranty terms by the Client, including failure to file a Complaint in compliance with the rules defined below,
 - further sale (or transfer of rights) of the Product by the Client in favour of a third party.

Notwithstanding the above, in the event of a loss of warranty, the Company retains the right to provide repair services against payment, as agreed individually with the Customer.

5. **WARRANTY SCOPE.** Rights from the Warranty can be executed by the Client without limitations or additional charges in the territory of the Republic of Poland and the European Economic Area. The Client shall be the only person entitled from the Warranty – possibility to assign rights and obligations from the Warranty is hereby excluded.

RIGHTS AND OBLIGATIONS OF THE PARTIES

6. **WARRANTY SERVICES FOR CLIENTS.** If a Client Defect is found in a Product covered by the Warranty, the Client has the right to request:
- I) **repair of the Product** (removal of Client Defect), or;
 - II) **replacement of the Product** with a defect-free one if the Product has already been repaired twice, or;
 - III) **refund of the price paid for the Product**, if neither the repair nor replacement is possible.

Notwithstanding the foregoing, the Company shall have the right (at its sole discretion) to replace the Product if the repair would generate excessive costs. Replaced parts or Products returned under a Warranty service become the property of the Company.

7. **WARRANTY SERVICES FOR CONSUMERS.** If a Consumer Defect is found in the Product covered by the Warranty, the Consumer has the right to request:

I) **repair of the Product** (removal of Consumer Defect), **or replacement of the Product** with a defect-free one (If repair or replacement of the Product in accordance with the Consumer's preferences would generate excessive costs, the Company shall be entitled to provide a replacement/repair service instead, respectively).

II) **price reduction or full refund of the price paid for the Product**, if:

- repair or replacement is not available, as confirmed by the Company, or
- repair or replacement is not possible within a reasonable time, as confirmed by the Company, or;
- repair of the Product was unsuccessful and the Product remains defective, or;
- Consumer Defect is significant and justifies the request for price reduction/refund.

The price reduction shall be proportionate to the reduction in the value of the Product(s) received by the Consumer compared to the value of the non-defective Product(s). The Company shall reimburse the Consumer within 14 days from the day of receipt of the Consumer's statement of price reduction.

In the case of a refund, the Company shall reimburse the Consumer within 14 days from the day on which the Company receives the Product(s) or the proof of their return.

8. **OBLIGATIONS OF THE CLIENT.** Should a defect of the Product covered by the Warranty be discovered, the Client is obliged to:

- Immediately, not later – however – than on the 7th days as of discovery of the defect, lodge the Complaint, in compliance with clause 9 below;
- Undertake all possible measures to prevent further broadening of the scope of damages.

9. **COMPLAINT PROCEDURE.** The Client should submit the Complaint via electronic mail or

phone (to the contact details provided above or any other up-to-date contact details provided by the Company to the Client).

In order to be complete, the Complaint shall Contain:

- (i) date and number of the Product order;
- (ii) relevant accounting document, i.e. bill of invoice (an original or a scan/copy) for the Product;
- (iii) Product defect description, and
- (iv) indication of a Warranty service preferred by the Client.

The Company will confirm reception of the Complaint by granting a case number and sending it to the email address provided by the Client.

10. **PROCEDURE.** The Company shall:

- Provide the Warranty service indicated by the Client; OR
- Provide other Warranty service, chosen at its sole discretion, provided that the service indicated by the Client (i) could not have been provided or would have caused excessive costs, OR (ii) was not available to the Client based on the Warranty;
- Inform the Client about a new expected deadline for considering the Complaint/providing the Warranty service – if the scope of the defects made them impossible to remove within the deadline set forth herein;
- Inform the Client about a negative outcome of the Complaint and justify its decision on refusal to fulfill Warranty obligations.

- within 30 days as of obtaining complete Complaint from the Client, or 14 days as of obtaining complete Complaint from the Consumer.

FINAL PROVISIONS

11. **LIABILITY WAIVER.** The Warranty does not cover the Company's liability for compliance of the Product with local laws, guidelines and documentation, nor for correct application or suitability of the Product for the purpose intended by the Client. The Company shall not be liable for any loss, damage or destruction of the Product resulting from any reason other than covered by the Warranty, unless otherwise explicitly stipulated in the mandatory provisions of

law. Company's liability from statutory warranty to the furthest extent permitted by the applicable provisions of law. The Warranty does not exclude the Company's liability based on unconditional binding provisions of law, including above all consumer protection rights. The liability of the Company for all claims resulting from this warranty shall not under any circumstances exceed the price paid for the Product.

12. **APPLICABLE LAW.** The Warranty shall be governed by the binding provisions of Polish law and EU law unless any other unconditionally binding local provisions must be applied.
13. **INDIVIDUAL MODIFICATION.** Any individual modifications of Warranty terms and conditions which were agreed between the Client and the Company must be confirmed in writing, otherwise being null and void.
14. **AMENDMENTS.** The Company reserves the right to amend the Warranty terms and conditions at any time without a need for any special procedure, provided that to a given Product, terms of the Warranty binding as at the time of purchase shall continue to apply.
15. **OTHER REMEDIES.** In the event of non-conformity of the Product with the terms of the sales contract, the Client shall be entitled by law to other free remedies from the seller of the Product, which shall not be affected by this Warranty.
16. **ENTRY INTO FORCE.** This version of the Warranty Card shall be binding as of the January 1st November, 2023. Previous versions of the Warranty Card can be accessed by contacting support@tedee.com.