

TERMS AND CONDITIONS

<https://tedee.com/shop>

1. DEFINITIONS

describing the basic terms used in the Terms and Conditions (capitalized below and in the text of the Terms and Conditions):

- I. Tedee, Operator – Tedee Spółka z ograniczoną odpowiedzialnością a limited liability company with its registered office in Warsaw at Karola Bohdanowicza 21/57 Street, entered to the register of entrepreneurs of the National Court Register under the number 0000712451, register files of which are kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, TIN (tax identity number) 7010795542, REGON (statistical number): 369188621, email support@tedee.com, phone no.: (+48) 22 307 72 67.
- II. Client – an adult natural person with full legal capacity, provided that the order may be physically placed by a minor (the Minor), but only under the supervision of the Client, who is his/her representative (e.g. parent or guardian) within the meaning of the applicable law. Client's and Minor's activities, including Transactions, are solely those of the Client, who is always a party to the agreements with Tedee. Unless otherwise indicated, all provisions concerning the Client shall also apply to the Consumer.
- III. Consumer - the Client who purchased the Device(s):
 - a) that is/are not directly related to his or her economic or professional activity, or;
 - b) that is/are 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.
- IV. Party – a collective term referring to Tedee and the Client.

- V. Devices – devices, including especially electronic locks, which Tedee presents to the Clients and which may be the subject of the Transaction, excluding any and all types of the Software.
- VI. Software - any Tedee or third party software used to operate the Devices, in particular the *Tedee App*, subject to a separate agreement entered into by the Client in accordance with the Tedee App Terms and Conditions.
- VII. Installation Services – additional installation services of the Devices provided by Tedee to the Client at a given time in connection with the concluded Transaction, at times and under conditions agreed individually with the Client.
- VIII. Transaction – the contract for the sale of Devices and/or provision of Installation Services offered by Tedee, concluded exclusively between Tedee and the Customer under the terms of the Terms and Conditions.
- IX. Client Defect - a defect resulting from the non-conformity of the Device with the contract, within the meaning of Article 556 et seq. of the Polish Civil Code.
- X. Consumer Defect - a defect resulting from the non-conformity of the Device 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.
- XI. Commercial information – information about the Devices, provided by Tedee. Commercial information does not constitute an “offer”, but only an “invitation to make an offer” by Tedee, as defined by the applicable provisions of law.
- XII. Online Store / Store – online store available at tedee.com, administered by Tedee. The Store and its individual functionalities are made available on an “as is” basis, which means that the Client may use the Online Store and its functionalities in the scope and to the extent, as well as in the form, that are currently provided by Operator.
- XIII. Data – all information and data regarding the Client collected in relation to the use of the Online Store by the Client, including those provided directly, e.g. as part of the order form, as well as those collected using cookies and other similar technologies. Especially, Personal Data – Data which are personal data within the meaning of the binding provisions of law, processed by Tedee. An always up-to-date information on the processing of Personal Data can be found in the Privacy Policy, which will always be available on the website or in the

Application in a way enabling to obtain and reproduce it and save its content using the Client's ICT system.

- XIV. Payment Operator – an entity that executes payment transactions related to the payment of the Transaction amounts on the Client's payment order.

2. TRANSACTIONS

, i.e. the way of concluding Transactions between Tedee and the Client in the Online Store:

I. Transaction

A Transaction is concluded only between Tedee and the Client by way of acceptance of the Offer for the Device(s) and/or Installation Services, on the terms and conditions specified in the Terms and Conditions, in the detailed terms contained in the Commercial Information and in accordance with applicable law.

Under no circumstances shall any Transaction include the Software in any way, manner or form. In particular, the Transaction does not result in any Software being made available to the Client under, in particular, a sales agreement, a licence (sub-licence) agreement, a rental agreement or a lending agreement. The Software is the subject of a separate contract for the use of the Software, the conditions of which are available in the Tedee App Terms and Conditions.

In case of conflict between the Terms and Conditions and the terms contained in the Commercial Information, provisions of the Terms and Conditions shall prevail.

II. Offer

Unless otherwise indicated, the information contained on tedee.com and its sub-sites does not constitute an offer, but an invitation to an offer. The Client interested in concluding a Transaction for a specific Device shall make Tedee a purchase offer using the Transaction form available in the Store. Offers may be placed 7 days a week, 24 hours a day.

The Transaction value specified in the Transaction form includes the price of the Device (gross price including value added tax [VAT] and other taxes in the amount resulting from the applicable law).

Before submitting an offer, the Client is informed about the price and any additional costs, if any, which (s)he will be obliged to incur in relation to concluding the Transaction (including the costs of delivery in the manner chosen by the Client within the available delivery methods in the Store or the costs of installing the Lock, if the installation service was chosen by the Client).

After obtaining the above information, the Client selects the box described: “Order with payment obligation” or similar. An offer shall be deemed submitted after the Client has done the following:

- (i) filling in all fields of the Transaction form marked as obligatory and sending the form in accordance with the functionalities of the Store, and;
- (ii) accepting the terms and conditions of the Payment Operator and paying the Transaction value within the deadline and on the terms specified in the Store.

III. Installation Services

The Installation Services are related to the Transaction in such a way that when placing an offer to purchase a specific Device, the Client has a possibility to choose an additional service in form of installing the Device in his/her premises. The Installation Services are provided by Tedee’s subcontractor on the basis of a service agreement (hereinafter: “Subcontractor Agreement”). Rules of providing the installation service are available on the Store’s website under the tab “Installation service”.

IV. Conclusion of Transaction

Immediately after making an offer, the Client will receive, e.g. via means electronic of communication, a confirmation of the offer made along with information that the Payment Operator must confirm payment of the Transaction value. Payment confirmation by the Payment Operator of the Transaction value shall mean acceptance of the offer and conclusion – between the Client and Tedee – the Transaction covering the Devices specified in the offer. Immediately after conclusion of the Transaction, a confirmation of conclusion of the Transaction and payment of the Transaction value is sent to the Client, e.g. via electronic communication.

V. Settlement of Transaction

The Payment Operator shall execute payment transactions related to the payment of the Transaction value on the Client's payment order, based on the terms specified by the Payment Operator especially in the Payment Operator's terms and conditions regarding the transfer of payments via the Payment Operator, taking into account provisions of the Terms and Conditions. Tedee shall not be obliged to pay to the Payment Operator any fees for the execution of payment transactions on the Client's payment order, related to the payment of the Transaction amount.

The payment may be made using one of the payment methods made available to the Client. The currently available payment methods are shown in the Transaction form. If the Payment Operator for any reason is unable to execute a payment transaction on the Client's payment order, the Payment Operator will refund the payment amount to the Client on the terms specified by the Payment Operator in the relevant Terms and Conditions or other legal document made available by the Payment Operator.

By accepting these Terms and Conditions the Client agrees to issue and receive invoices, including corrections and duplicates thereof, made available in any form, for the supply of Equipment by Tedee in electronic form, as defined in the Polish VAT Act.

VI. Transaction Complaints

Complaints about Tedee's non-execution or improper execution the Transaction may be submitted to the following email address: support@tedee.com. The complaint will be considered within 14 days. The Client will be informed about the result of the complaint procedure by an email (sent back to the email address from which the complaint was lodged).

VII. Information about the right of withdrawal

In accordance applicable law, the Consumer may withdraw from any contract concluded remotely within 14 days from the date of physical takeover with of the Device by the Consumer or a third party authorized by the Consumer (i.e., collection from the courier).

In order to keep the deadline to withdraw from the agreement, it is enough for the Consumer to send the information about the withdrawal to Tedee before the expiry of the deadline (the *template of a statement on withdrawal from the agreement* is attached on the last page of these Terms and Conditions).

The right to withdraw from the agreement shall not be applicable in particular in respect of:

- a) Installation Services for which the Consumer is liable to pay the price, where Tedee or any other authorized party acting on behalf of Tedee has performed the service in full with the Consumer's prior and explicit consent, and the Consumer has been informed before the performance of the Installation Services by Tedee or any other authorized party acting on behalf of Tedee that he/she will lose his/her right of withdrawal after the Installation Services are provided and has acknowledged it;
- b) other services in which the Consumer expressly requested that a representative of Tedee come to him/her for urgent repair or maintenance; if Tedee or its subcontractor provides additional services other than those which the Consumer has requested, or provides items other than spare parts necessary for performance of the repair or maintenance, the right of withdrawal shall be applicable to the Consumer with respect to additional services or items.
- c) contracts for the provision of services for which the consumer is liable to pay the price, where the consumer has expressly requested the trader to come to the consumer's home for repair and the service has already been provided in full with the consumer's prior express consent.

The Consumer shall be liable for any diminished value of the Device(s) resulting from the use of the Device(s) beyond what is necessary to establish the nature, characteristics and functioning of the Device(s). If any of the above cases are found, Tedee retains the right to reduce the value of the return to which the Consumer is entitled.

In case of withdrawal from the agreement, payment ordered by the Consumer shall be returned no later than within 14 days directly to the account from which the payment was made. The cost of returning the product to the Operator, including, in particular, the cost of return shipping, shall be borne solely by the Consumer.

VIII. Complaints regarding payment transactions

Complaints regarding the execution of payment transactions by the Payment Operator shall be addressed by the Client directly to the Payment Operator in the manner and under the conditions specified by the Payment Operator. If the Client submits a complaint regarding the execution

of payment transactions to Tedee, Tedee will make efforts to forward the complaint to the Payment Operator.

3. TEDEE ACCOUNT

I. Account Registration

Unless otherwise stipulated in the Terms and Conditions, before purchasing selected Devices and/or Software offered by Tedee in the Store each time, the Client must register a user account (Tedee Account). Registration of a Tedee Account is completely free of charge and voluntary, and the Client may cancel it at any time.

In order to create a Tedee Account, the Client is required to:

- a) complete the relevant registration form and provide the required personal/corporate data;
- b) read the Terms and Conditions and Privacy Policy and accept their contents.
- c) subscribe to the Tedee Newsletter (optional);
- d) click on “Create Account”, “Save” or any equivalent button.

The contract for the provision of electronic services under the name of Tedee Account for an indefinite period of time is concluded when the Client receives, at the e-mail address indicated during registration, confirmation of Tedee Account registration.

II. Account Use

The Client accesses his/her Tedee Account through the login panel, available in the "My Account" or equivalent tab, available on the home page of the Store (www.tedee.com).

Logging to Tedee Account in is performed using the email address and password established by the Client.

The password is confidential and for security reasons it is prohibited to share it with third parties. The Client is solely responsible for the consequences of making his/her login and password available to third parties. Orders placed by third parties using the Client's Tedee Account, for reasons not attributable to Tedee, are deemed to have been placed in the name of the Client and are binding on the Client.

Only one Tedee Account may be assigned to one e-mail address.

Within a Tedee Account, the Client may, in particular (Tedee Account Rights):

- a) make purchases of selected, otherwise restricted Devices and Software in the Store;
- b) place orders on the basis of the data assigned to the Tedee Account (name, last name, legal name, address, VAT number);
- c) track the status of orders placed via a Tedee Account (subject to availability);
- d) view the history of transactions in the Store (subject to availability);
- e) receive information about current promotional actions (if subscribed to the Tedee Newsletter).

Any termination, cancellation or withdrawal from a Tedee Account agreement results in loss of all Tedee Account Rights upon receipt of confirmation from Tedee of acceptance of the termination instruction. In such an event, the Tedee Account of the Client in question shall cease to be active and accessible to the Client, and any orders placed by the Client, with the exception of those for which the Transaction(s) has/have already been concluded, shall be cancelled.

III. Account Termination

The Client has the right to terminate the Tedee Account service and resign from Tedee Account Rights at any time. A statement of cancellation of the Tedee Account service can be submitted in the Client's Account Panel, in the "Account Management" or equivalent tab.

Confirmation of the Client's instruction to resign from the Tedee Account service will be sent to the Client's email address. The Tedee Account may, unless otherwise provided, be re-established, without limitation by following the Account Registration process described above.

Tedee is entitled to terminate the Tedee Account service with one month's notice effective at the end of the calendar month in case Tedee resigns from further operation of the Tedee Account service. Tedee is also entitled to terminate the Tedee Account without any notice in the event of breach of Terms and Conditions by the Client.

Tedee is entitled to block access to the Client's Tedee Account if the Client acts to the detriment of Tedee, i.e. Tedee is entitled to block access to the Client's Tedee Account if the Client acts

to the detriment of other Clients, violates the law or the provisions of the Terms and Conditions, and also if blocking access to the Client's Tedee Account is justified by security reasons, in particular by a breach of the security of the Store or other hacking activities.

The blocking of access to the Client's Tedee Account for the aforementioned reasons lasts for the period necessary to resolve the issue forming the basis for blocking access to the Client's Tedee Account. Tedee shall notify the Client of the blocking of access to the Client's Tedee Account by e-mail to the address provided by the Client in the registration form.

The Client may electronically or by mail submit a complaint Tedee in relation to the use of Tedee Account service. The Client should include a description of the problem in the complaint notification. Tedee shall promptly, but not later than within 14 days, consider the complaint and respond to the Client.

4. PRODUCT COMPLAINTS & WARRANTY

I. Product Complaints procedure 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.

II. Product Complaints procedure 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.

In the event of both Client Defect and Consumer Defect in the Device, complaints may be submitted to the following email address: support@tedee.com. Each complaint will be considered within 14 days. The Client will be informed about the result of the complaint procedure by an email (sent back to the email address from which the complaint was lodged).

Notwithstanding the seller's (Tedee) warranty, the Devices are also covered by the manufacturer's Warranty.

5. DATA ACCURACY AND VERIFICATION

The Client is obliged to provide only true Data. Providing false Data entitles Tedee to discontinue executing the Transaction immediately. Tedee reserves the right to verify the Data. Verification may include, among others, sending an email, to the email address provided while placing an order, which will be a confirmation of the order by the Client. If the Online Store is used by a person authorized by the Client, e.g. a Minor, the Client entrusts such person's data to Tedee for processing for the purposes described in [the Privacy Policy](#).

6. TECHNICAL REQUIREMENTS AND CONDITIONS OF USE

I. Technical requirements

In order to guarantee support for the proper functioning of the Online Store, it is required to use a device with Internet access and with a web browser supporting cookies and JavaScript installed. The operator recommends using the latest versions of web browsers such as Google Chrome, Mozilla Firefox. If the Client uses versions of browsers other than the latest ones available, the Operator may not ensure that the Online Store will function properly (this applies especially to browsers in a version lower than one of 3 latest versions of a specific browser presented on www.w3schools.com (statistics on the use of browsers worldwide)). In addition, in the browser cannot have installed any extensions that may negatively affect operations of the Store. Shall you require technical support regarding operations of the Store, please contact us at support@tedee.com or via a communication system, if it was made available in the Online Store. The support referred to in the previous sentence will be provided without undue delay (if it happens that you don't receive an answer from us, please contact us again). Support does not include services not provided by the Operator. Support is provided on a *bona fide* basis to ensure the proper functioning of the Store and therefore the Operator is under no circumstances obliged to provide it in individual cases. However, all Client comments are valuable to the Operator and help improve the tools of the Online Store.

II. Prohibited activities

The Client may use the Online Store only in accordance with the applicable provisions of law, the Terms and Conditions and current functionalities. All activities that are not expressly permitted by the Terms and Conditions are prohibited, including especially: (a) activities that may interfere with the functioning of the Store, including hindering access to functionalities or the use of the Store by other Clients, (b) use viruses, bots or other codes, files or programs (in particular those automating scripts and applications processes or other codes, files or tools); (c) otherwise present an imminent risk of harm to the Store or Tedee, (d) sending illegal content.

III. Accessibility

Although the Operator makes every effort to provide services at the highest level, unfortunately the Operator cannot exclude a possibility of temporarily suspending Store availability in case

of a need for maintenance, inspection, replacement of equipment or in connection with a need to modernize or expand.

7. ACCESS TO THE SOFTWARE

In order to gain full access to certain functionalities of the Devices offered through the Store for purchase, the Consumer may be required to download and install the Software on his/her smartphone.

The application will be separately available for downloading by the Clients in relation to the app stores selected by the Operator and belonging to third parties, including, among others, Google Play and AppStore. As a part of the Application, Tedee enables Clients to control the Devices remotely, as well as to view information and other content presented in the Application. Detailed terms of use of the Application are set out in the Tedee App Terms and Conditions.

8. AVAILABILITY

The Terms and Conditions are made available free of charge and continuously within the Online Store, in a way enabling to obtain and reproduce them and save content thereof at any time. The Terms and Conditions may be amended, which should be understood as a change of provisions affecting the rights or obligations of the Parties, because only the Terms and Conditions available in the Store at the time of conclusion of the Transaction shall apply to a specific Transaction.

9. GOVERNING LAW

The Operator informs about the possibility of using out-of-court dispute resolution and redress procedures. The rules of access to these procedures are regulated by separate laws of the Consumer's country of residence. In the case of a consumer dispute, we suggest contacting the nearest consumer ombudsman, the State Inspectorate of Commercial Inspection or a common court.

In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes), the Operator as a trader established in the Union entering into online sales or service contracts provides an electronic link to the ODR (Online Dispute Resolution) platform for out-of-court dispute resolution: <https://ec.europa.eu/consumers/odr>.

Any disputes related to the Terms and Conditions or legal relations described therein shall be governed by the laws of Poland. The disputes should be subject to the jurisdiction of courts and authorities competent for the registered seat of Tedee, subject to unconditionally binding provisions of law (conflict of laws) and Consumer rights.

10. COMPLETENESS

Should any provision of the Terms and Conditions be amended or declared void by a decision of a competent authority or court, all other provisions of the Terms and Conditions shall remain in force and bind Tedee and the Client.

11. PROMOTIONS

Tedee may conduct promotional activities on the terms set forth in the terms and conditions of a specific promotion. In such case, the terms and conditions of a specific promotion shall prevail over the provisions of the Terms and Conditions. Unless otherwise specified in the terms and conditions of the particular promotion, promotions are not combined.

12. ENTRY INTO FORCE

The Terms and Conditions enter into force on the January 1st 2023.

Attachment no. 1.

Template of a statement on withdrawal from the agreement

TEMPLATE OF A STATEMENT ON WITHDRAWAL FROM THE AGREEMENT

(this form should be filled out and sent back only if you wish to withdraw from the contract)

- Addressee [here the trader's name, full postal address and e-mail address]:
- I/We(*) hereby inform(*) about my/our(*) withdrawal from the contract of sale of the following goods(*)/provision of the following service(*)
- Date of order(*)/collection(*):
- Name(s)/name(s) of the consumer(s):
- Address of the consumer(s):
- Signature of the consumer(s) (only if the form is sent on paper):
- Date:

(*) Delete what doesn't apply.