

Terms and Conditions

<https://proshop.tedee.com/>

- I. **DEFINITIONS** describing the basic terms used in the Terms and Conditions (bolded 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 21/57 Karola Bohdanowicza Street 02-127 Warsaw, Poland, entered to the register of entrepreneurs of the National Court Register under the number 0000712451, VAT EU: PL 7010795542, NIP (polish tax identification number): 7010795542, REGON (statistical number): 369188621.
 - ii. **Client** – an owner or legal representative of the following types of entities:
 - a) **Sole proprietorship**, i.e. a natural person, a legal person or an organizational unit which is not a legal person but to which a separate law grants legal capacity, performing business activity and its local equivalent;
 - b) **Commercial company**, i.e. a corporation, cooperative, partnership, public limited company, limited liability company and their local equivalents,
- who successfully completed the registration and verification process described in Section IV of Terms of Use.
 - iii. **User** – an unregistered and unverified user, unauthorized place orders within the Proshop.
 - iv. **Authorized representative** – natural person authorized by the Client to accept these Terms and Conditions and place Orders on behalf of the Client.
 - v. **Party** - a collective term referring to Tedee and the Client.
 - vi. **Devices** - devices, including especially electronic locks, which Tedee presents to the Clients and which may be the subject of the purchase Order, i.e. a sale agreement of a specific Device concluded between Tedee and the Client.
 - vii. **Accessories** – Tedee Cylinder, Tedee Adapter, Tedee Shaft.
 - viii. **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 binding provisions of law.
 - ix. **Service of access to the Application** - a digital software provided by Tedee, which may be made available to the Clients, among others, via Google Play and AppStore, intended for

installation on a mobile device, which enables Clients to use the Lock - an intelligent lock, remote operation of which is enabled by the functionalities of the Application.

- x. **Proshop** - online store available to Business Clients only at <https://proshop.tedee.com/>, administered and owned exclusively by Tedee. The Proshop and its individual functionalities are made available on an "as is" basis, which means that the Client may use the Proshop and its functionalities in the scope and to the extent, as well as in the form, that are currently provided by Operator.
- xi. **Data** - all information and data regarding the Client collected in relation to the use of the Proshop 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.
- xii. **Payment Operator** - an entity that executes payment transactions related to the payment of the Order placed by the Client.
- xiii. **Order** – purchase order of the Devices and/or Accessories placed in the Proshop.

II. INFORMATION ABOUT THE OPERATOR

Tedee Spółka z ograniczoną odpowiedzialnością is a polish limited liability company with its registered office in Warsaw (02-127) at 12/57 Karola Bohdanowicza 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, VAT EU no.: PL 7010795542, NIP no. (polish tax identification number): 7010795542, REGON no. (statistical number): 369188621, with share capital amounting to PLN 2,400,000.

In case of any questions regarding the use of the Proshop or any of the Devices offered, as well as complaints, below please find our contact details:

- support@tedee.com;
- +48 22 307 72 67 (available Monday to Friday, 8:00AM-5:00 AM GMT+1)

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).

III. GENERAL INFORMATION

1. The Terms of Use define the principles of using the Proshop - above all, the principles of completing the process of Client Registration & Validation (Section IV), the terms and conditions of placing Orders (Section V), information regarding technical requirements and accessibility (Section VI), as well as miscellaneous provisions regarding the use of Application and availability (Section VII).
2. The basic form of communication between the Parties is electronic, using the e-mail address provided by the Client during the registration process.
3. The Operator points out that all Devices included in the Proshop's assortment are brand new, except for the Devices explicitly marked as after-market products, sold for marketing purposes only.
4. The Operator ensures the security of data transmission transmitted at the Proshop by using SSL protocol (SecureSocketLayer).
5. The User of the Proshop is obliged to:
 - setup a Client account and successfully complete the registration & verification process (Section IV),
 - use the Proshop in a manner consistent with applicable law and the provisions of the Terms and Conditions,
 - use the Proshop in accordance with good practice and with respect for the personal rights of others,
 - use the Proshop in a manner not interfering with its functioning,
 - not to deliver or transfer illegal content,
 - not use viruses, bots or other codes, files or programs (in particular those automating scripts and applications processes or other codes, files or tools),
 - not to undertake actions consisting in sending or placing within the Proshop unsolicited commercial information (spam),
 - otherwise present an imminent risk of harm to the Proshop or Tedee.

IV. CLIENT REGISTRATION & VALIDATION

1. The Operator provides electronic services in the field of enabling Users to set up and use a Client account on the website of the Proshop at <https://proshop.tedee.com/>, which allows the Client to use all the functionalities of the Proshop.
2. Upon accessing the Proshop's website, each User or the User's Authorized representative is required to complete the registration and mandatory verification process by filling out the Client R&V Form, containing the following information:
 - full legal name;
 - declaration on the type of store (online or stationary);
 - registered office address;
 - tax identification number and/or EU VAT number;
 - contact details,
 - and click on the "CREATE ACCOUNT" button or its equivalent.
3. The verification process shall consider reputational factors such as, amongst others, the commercial prestige, extent of market exposure, geographical location, and financial credibility of each User.
4. Registration and verification of a Client account request is voluntary and free of charge.
5. No later than two business days after the Client Verification Form was submitted, the Tedee verification team shall confirm the award of the Client account via email.
6. Upon the moment of receiving confirmation of positive verification results, an agreement is concluded for the provision of services electronically in the scope of creating and managing a Client account on the Proshop ("**Account Service**").
7. From the date of creation of the Client account, the Client is provided with a unique username and password and is granted with access to making purchases *via* the Proshop.
8. The Account Service is provided free of charge for an indefinite period of time. The Client may terminate the agreement for Account Service at any time, without giving reasons and without incurring costs.
9. The Operator retains the right to suspend the Client's account should the Client fail to maintain its previously established reputation, mentioned in point 3 above. Each occurrence of suspension shall be confirmed by an e-mail, laying out the grounds for the said decision.

10. The Operator also reserves the right to suspend the Client's account, should the User abuse the general conditions of use of the Proshop, indicated in Section III(5) of the Terms of Use.
11. The result of termination of the agreement for the provision of the Account Service by either the Operator or the User/Client, as well as termination of the agreement for the provision of the Account Service with the consent of both Parties shall be blocking and removing the Client account from the Proshop.
12. All actions performed by the Authorized representative, including account registration, placing orders, and accepting these Terms and Conditions, shall be binding upon the Client as if performed directly by the Client. Any reference to the "Client" in these Terms and Conditions shall be interpreted as also applying, where appropriate, to the Authorized representative acting on behalf of the Client.

V. ORDERS

i. General provisions

1. The Client may purchase a Device(s) from the Proshop's assortment 24 hours a day, seven days a week by placing an Order via the Proshop website.
2. An Order is concluded only between Tedee and the Client on the terms and conditions specified in the Terms of Use, in the detailed terms contained in the Commercial Information and in accordance with applicable law. In case of conflict between the Terms of Use and the terms contained in the Commercial Information, provisions of the Terms of Use shall prevail.
3. Any information relating to the goods, including, in particular, catalogs, brochures, other information or advertising materials, as well as information contained on the website <https://proshop.tedee.com/> addressed by the Operator to Clients and potential Clients is not an offer within the meaning of the law, but an invitation to conclude a contract.
4. Use of the Operator's services, including making a payment to the Operator, shall mean acceptance of the provisions of the Terms of Use and other internal acts introduced by the Operator and regulating the Users' use of the services offered by the Operator.

ii. Pricing

1. Prices of Devices listed on the Proshop are valid only when placing an Order via the Proshop, and the binding and final price is the price shown in the "Shopping Cart" section, in the summary of the Order at the time of its placement.
2. The Order value specified in the Checkout section includes the price of the Device(s) (gross price including value added tax {vat} and costs of delivery. Before placing an Order, the Client is informed about the price and the additional cost of delivery in the manner chosen by the Client within the available delivery methods in the Proshop.
3. The Order value does not include federal, state or local sales taxes, use taxes, occupational taxes or import/export duties. Unless prohibited by law, the Client is responsible for and shall pay all applicable sales, use, occupational, excise, value-added or other similar taxes or import duties applicable to the manufacture, sale, pricing, delivery or use of the Products provided by Tedee. In case of any doubt, please consult your personal tax and financial advisor for detailed information and guidance regarding local taxation and import duties.
4. Prices of Devices presented on the Proshop website may change, and such change shall not affect Orders placed before the price change comes into effect.
5. The prices of promotional materials offered in the Proshop, such as Tedee promotional catalogue (the "Catalogue") or Tedee leaflets/flyers ("Flyers"), apply to orders of 5 pieces of Catalogue and/or 50 Flyers, respectively. Order value of each purchase exceeding the above limits shall be determined individually.

iii. Placing Orders

1. The Client interested in purchasing a specific Device offered in the Proshop shall make Tedee a purchase offer by placing an Order within the Proshop.
2. To place an Order the Client should:
 - a) log in to the Proshop using a Client-specific login and password;
 - b) complete the Order by adding Devices to the shopping cart and proceeding to checkout;
 - c) select the area and method of delivery, as well as the method of payment;
 - d) accept the "Terms of Use" checkbox;

- e) click on the "Order with payment obligation" box or similar and proceed to the payment procedure;
 - f) follow the steps provided by your chosen payment operator to complete the payment;
 - g) await for the confirmation of acceptance of the Order for execution.
3. Placing and paying for an Order is not equivalent to concluding a contract of sale.
 4. Upon receipt of the Order, the Operator shall verify the availability of the ordered Device(s) and whether the Order can be accepted for execution.
 5. If the Operator positively verifies the availability of the ordered Device(s) and accepts the Order, the Client will receive by e-mail information about acceptance of the Order together with the invoice, thus constituting the conclusion of the contract of sale.
 6. The invoice referred to in subsection 4 shall be delivered to the Client in electronic form, by sending to the e-mail address provided by the Client an attachment containing an invoice in PDF format. Possible corrections of invoices shall be delivered to the Client in a similar manner.
 7. By accepting the Terms and Conditions, the Client simultaneously consents to the transmission of electronic invoices in the manner indicated in sections 3 and 4 above.
 8. In the event of temporary obstacles in the implementation of the Order, such as low stock levels, the Operator shall immediately inform the Customer of such an event, allowing free of charge withdrawal from the contract or acceptance of prolonged delivery time.
 9. In the case of permanent obstacles to the implementation of the Order, the Operator shall immediately inform the Customer about such an event, immediately refunding the value of the Order.

iv. Payment operators

1. The following payment methods are available within the Proshop:
 - a) Credit card (Visa, American Express, Mastercard, PostePay, Cartes Bancaires);
 - b) PayPal;
 - c) Bank Transfer;
 - d) iDEAL;
 - e) Banconect;

2. In case of a need to refund funds for an Order made by the Client with any of the above payment methods, the Operator will make the refund to the bank account assigned to the Client's payment.
3. Specific terms and conditions of payment are determined each time by the relevant payment operator. The Operator is not responsible for the payment process carried out by the Payment Operators, or any other payment operators.
4. The use of the payment methods described above means acceptance of the regulations introduced by the Payment Operators. This applies both to regulations to which reference has been made in the respective rules of payments, as well as other internal acts introduced by the Payment Operators.
5. 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.

v. Delivery

1. Devices ordered via the Proshop are delivered on working days to the place specified by the Client in the content of the Order.
2. The Client's waiting time for the delivery consists of its implementation that is:
 - the method of payment chosen by the Client,
 - time of completing the order,
 - issuing a sales document,
 - method of delivery of the shipment.
3. In no event shall the Operator be responsible or liable for any failure or delay in the delivery of the Devices arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Operator shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

In the event of the occurrence of any of the above factors, resulting in a delay in the execution of the Order, the Operator shall immediately inform the Customer in writing about this fact, entitling the customer to withdraw from the contract.

4. After receiving the shipment the Client should carefully check the condition of the packaging and its contents. If there is any loss or damage, the customer should take all necessary steps to determine the responsibility of the carrier. In the event of damage, the Operator recommends the establishment of a damage protocol.

VI. WARRANTY & GUARANTEE

1. By accepting these Terms of Use, the Parties exclude the seller's liability under warranty for physical or legal defects in Devices and Accessories.
2. In the absence of contrary provisions, the Devices and Accessories sold by the Seller are covered by the guarantee granted by the manufacturer, i.e. Tedee (the Operator).
3. At the time of release of goods by the Seller to the carrier passes to the Client the benefits and burdens associated with the goods and the danger of their accidental loss or damage.
4. Detailed warranty terms and conditions can be found on the manufacturer's website.
5. All warranty claims are handled directly by the manufacturer through their website as indicated in the " Support" section.

VII. LIMITATION OF LIABILITY

1. The Proshop platform is provided on an “as is” and “as available” basis. The Operator makes no representations or warranties of any kind, express or implied, with respect to the operation of the platform or the information, content, or materials included therein.
2. To the fullest extent permitted by applicable law, the Operator expressly disclaims all warranties, express or implied, regarding the products or services provided under these Terms and Conditions, including but not limited to:
 - implied warranties of merchantability;
 - fitness for a particular purpose;
 - satisfactory quality;

- title;
 - non-infringement;
 - or any other warranty, condition, or guarantee that may arise under applicable law, commercial practice, or usage of trade.
3. The Operator does not guarantee uninterrupted, timely, secure, or error-free access to the Proshop platform. Temporary or permanent unavailability of the platform, system failures, data transmission errors, or access limitations (e.g., due to maintenance or updates) shall not constitute grounds for any claims against the Operator.
 4. The Operator shall not be liable for:
 - the merchantability, functionality, legality, fitness for a particular purpose, or expected performance of products purchased through the platform, unless explicitly warranted by the Operator in writing;
 - any direct or indirect damages, including but not limited to loss of profits, revenue, contracts, anticipated savings, business opportunities, data, or goodwill;
 - any damages resulting from delays, failed or incomplete transactions, lost communications, or security incidents arising from the use of the platform;
 - the acts or omissions of any third parties, including carriers, payment processors, suppliers, or internet service providers.
 5. The Operator shall not be held responsible for failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to force majeure events, power outages, natural disasters, cyberattacks, labor disputes, or regulatory actions.
 6. In any event, to the extent that liability cannot be fully excluded under applicable law, the total liability of the Operator towards the Client for any and all claims arising out of or in connection with a given Order shall not exceed the net purchase price paid by the Client for that specific order.

VIII. TECHNICAL REQUIREMENTS AND CONDITIONS OF USE

1. In order to use the Proshop, the Client should on their own obtain access to a computer workstation or other final device with Internet access, equipped with an Internet browser, and have an active e-mail account.

2. A computer workstation used by the Client/User must meet the following minimum technical requirements:
 - 1) Internet Explorer version 10.0 or later with ActiveX support, Java applets, JavaScript and cookies enabled or
 - 2) Mozilla Firefox version 34.0 or higher with support for Java applets, JavaScript and cookies enabled.
3. In addition, in order to guarantee full functionality of the Proshop, in the browser should not have installed any extensions that may negatively affect operations of the Proshop. Shall you require technical support regarding operations of the Proshop, please contact us at support@tedee.com or via a communication system, if it was made available in the Proshop . 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.
4. Although the Operator makes every effort to provide services at the highest level, unfortunately the Operator cannot exclude a possibility of temporarily suspending Proshop availability in case of a need for maintenance, inspection, replacement of equipment or in connection with a need to modernize or expand.

IX. MISCELLANEOUS

1. All content included in or made available through the Proshop, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the Operator's property and protected by Polish and international copyright laws. The compilation of all content included in or made available through the Proshop is the exclusive property of the Operator and protected by Polish and international copyright laws.

The Application will be 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 Lock 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 terms and conditions of the Application.

2. The Terms of Use may be amended, which should be understood as a change of provisions affecting the rights or obligations of the Clients, because only the Terms of Use available in the Proshop at the time of placing of the Order shall apply to a specific Order.
3. 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).
4. 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.
5. 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.
6. By accepting the Terms of Use the Client hereby agrees to publish his commercially available and published data on the Operator's website and affiliate websites, within the scope and solely for the purposes of promotion of the Client.
7. These Terms of Use are made available to the Client or User at the time of account registration and at each order placement on the Proshop platform, and become binding upon the Client or User at the moment they are made available in a manner that enables the Client or User to become acquainted with their content.
8. The Terms of Use may be amended from time to time. Any amendments shall become effective upon their delivery to the Client or User, including by way of publication on the Proshop platform or by electronic means (e.g., e-mail or order confirmation).

Version history:

- July, 3, 2025 – rev. 2
- July, 3, 2022 – rev. 1