General Terms and Conditions of the Sales Agreement

I. GENERAL PROVISIONS

- 1. The General Terms and Conditions of the Sales Agreement contain the framework provisions of the Sales Agreement, regulating issues related to the conclusion and execution of Sales Agreements, price payment, delivery of Goods, withdrawal from the Sales Agreement, complaints, and the protection of the Buyer's personal data. Attached to the General Terms and Conditions of the Sales Agreement is a template (form) of the Buyer's statement of withdrawal from the Sales Agreement.
- 2. The General Terms and Conditions of the Sales Agreement constitute an integral part of every Sales Agreement. Additionally, the provisions of the Regulations, the content of the Clauses accepted by the Buyer, and the Privacy Policy apply to the Sales Agreement as appropriate. Separate regulations available on the Online Store's website apply to service agreements related to Products other than Goods.
- 3. Terms and expressions written with capital letters in the General Terms and Conditions of the Sales Agreement, Privacy Policy, and the Clauses accepted by the Buyer have the meanings assigned to them in the Regulations.

II. PRICE

- 1. All prices presented on the Online Store's website or by the Hotline are provided in Polish zloty (PLN).
- 2. The prices presented by the Online Store or the Hotline are gross values, meaning they include all taxes and other public levies due in connection with the purchase of the Goods, thus representing the total amount payable by the Buyer to the Seller for the purchase of the Goods.
- 3. The unit price of the Goods provided in the Online Store may differ from the unit price of the same Goods if purchased directly, physically from the Seller at their AVEL-branded retail store. For the purposes of the Sales Agreement, the price provided in the Online Store or via the Hotline will apply.

III. PARTIES TO THE SALES AGREEMENT

- 1. The parties to the Sales Agreement are exclusively the Buyer and the specified Seller, whose details are listed on the receipt or invoice.
- 2. The Seller only conducts retail sales of Goods. The Seller does not engage in wholesale sales or sales of Products intended for resale. A wholesale order is understood, in particular, as an order whose quantity or frequency indicates an intention to resell the goods covered by it. If the User wishes to place a wholesale order, they may send a request for an offer to the Seller. In such a case, after the Parties agree on the terms of fulfilling such an order, it will be executed.

IV. PAYMENT

- 1. The Buyer may pay for the Goods using the methods available in the Online Store or—if the "In-store Pickup" option is selected—using the payment methods available at the chosen Seller's location.
- 2. The Seller reserves the right to disable certain payment methods for specific Products, categories of Products, or Goods, or for a certain quantity of ordered Products. In particular, cash payments exceeding PLN 15,000 are not allowed.

- 3. If the Buyer selects the "online installments" payment option in the Order, a third party will enter into a consumer credit agreement with the Buyer under the terms specified in a separate set of regulations posted on the lender's website.
- 4. Neither the Service Provider nor the Seller is responsible for any third-party refusal to finance the purchase of Goods, including the denial of credit or loans by a financial institution, or the Buyer's inability to pay for the Goods using online payment systems.
- 5. Depending on where the Order fulfillment process starts (own warehouse or an external warehouse operated by a third party), the sales transaction will be documented with a fiscal receipt or an invoice as defined in Article 2, Paragraph 31 of the Act of March 11, 2004, on Value Added Tax (Journal of Laws 2004 No. 54, item 535, as amended).
- 6. The Buyer who placed an Order may receive an electronic invoice from the Seller to the email address provided. By accepting the Store's Terms and Conditions, the General Terms and Conditions of the Sales Agreement, and the Privacy Policy, the Buyer authorizes the Seller to issue and send invoices in electronic form in accordance with Article 106b, Paragraph 3 and Article 106n of the aforementioned Act on Value Added Tax.
- 7. A paper invoice will be issued to the Buyer if, during the Order process or within three (3) months of receiving the Goods, the Buyer requests one from the Seller. This does not apply to Orders fulfilled by the Seller from an external warehouse operated by a third party.
- 8. A User who has selected online payment (e.g., e-transfer or online card payment) must make payment for the ordered Goods within one (1) calendar day (including Saturdays, Sundays, and public holidays as defined by the Act on Public Holidays Journal of Laws 1951 No. 4, item 28, as amended) after the Order is placed. For promotional campaigns, the payment deadline may be shortened according to the terms set out in the promotion's regulations. The Online Store reserves the right to cancel Orders that violate the aforementioned conditions, upon prior notification to the User.
- 9. A User who has selected traditional bank transfer as the payment method must make payment for the ordered Goods within one (1) business day (excluding Saturdays, Sundays, and public holidays as defined by the Act on Public Holidays Journal of Laws 1951 No. 4, item 28, as amended) after placing the Order. For promotional campaigns, the payment deadline may be shortened according to the terms specified in the promotion's regulations. The Online Store reserves the right to cancel Orders that violate the aforementioned conditions, upon prior notification to the User.
- 10. A User who has selected installment payments via the Internet must complete the appropriate form required to obtain online installment financing within one (1) calendar day (including Saturdays, Sundays, and public holidays as defined by the Act on Public Holidays Journal of Laws 1951 No. 4, item 28, as amended) after placing the Order. The Online Store reserves the right to cancel Orders that violate the aforementioned conditions, upon prior notification to the User.
- 11. A User who has selected installment payments in a physical store must visit the chosen installment financing location in the AVEL retail network to obtain financing within one (1) business day after placing the Order. The Online Store reserves the right to cancel Orders that violate the aforementioned conditions, upon prior notification to the User.

V. COLLECTION OR DELIVERY OF GOODS

1. The Seller hands over the Goods to the Buyer in the manner specified in the Order Confirmation.

COLLECTION

- 2. If the Buyer selects the "in-store pickup" option in the Order, the Seller will deliver the Goods to the Buyer at a retail location (in an AVEL store operated by the Seller) upon payment of the price. The Seller is not responsible for any costs related to the collection of the Goods (including the Buyer's travel to the collection point and transportation of the Goods after they are handed over to the Buyer).
- 3. The Goods will be available for collection by the Buyer at the location specified in point 2 above for two (2) days from the date the Buyer receives the email titled "Order Confirmation Ready for Pickup."
- 4. If the Buyer cannot collect the Goods within the timeframe specified in point 3 above, the parties to the Sales Agreement may agree on a different collection date.
- 5. If the Buyer does not collect the Goods within the time specified in points 3 or 4 above, the Seller may withdraw from the Sales Agreement by submitting a corresponding statement of intent to the Buyer, effective as of the day it is delivered to the Buyer. In such a case, the Sales Agreement will be considered void, and the Order will be canceled.
- 6. The Seller may exercise the right to withdraw from the Sales Agreement, reserved in point 5 above, within 30 (thirty) days from the expiration of the collection deadline (as set out in points 3 or 4 above).
- 7. In the circumstances outlined in point 5 above, neither the Buyer nor the Seller will be obligated to provide any compensation or indemnification to each other, including severance payments, damages or their equivalents, or reimbursement of costs.
- 8. Entering into the Sales Agreement authorizes the Seller, on behalf of the Buyer, to send the statement of intent mentioned in point 5 above by email to the address provided by the Buyer.
- 9. The Buyer may collect the Goods personally or designate a third party to collect the Goods and pay the price on their behalf. The Buyer can send this designation to the Seller via email, providing the authorized person's full name and the Order reference number (also included in the Order Confirmation).
- 10. To collect the Goods, the Buyer must present the Order Confirmation printout or the Order reference number (also included in the Order Confirmation) at the pickup location. The Seller may request the person collecting the Goods to provide an ID for verification purposes (to confirm they are the Buyer or the person authorized by the Buyer for collection).
- 11. The Seller reserves the right to exclude certain collection methods and locations for specific Goods, categories of Goods, or order quantities. This particularly applies to Goods available in the Online Store's offer.

DELIVERY

12. If the Buyer selects the "home delivery," "InPost Locker delivery," or another delivery method for the Goods in the Order, a third party will provide the delivery service under the terms specified in a separate set of regulations, posted on the transport company's website.

VI. BUYER'S WITHDRAWAL FROM THE SALES AGREEMENT

1. A Consumer purchasing Goods who has entered into a distance contract may withdraw from this contract without providing any reasons by submitting a written statement within thirty (30) days from the day the Goods, or the last part of them, were delivered. To effectively withdraw from the contract, it is sufficient to send the Seller a signed withdrawal statement before the expiration of the aforementioned period. The Consumer may, but is not required to, use the template provided below. The statement, signed by the Consumer, may be sent as a scan via email to aveltele@gmail.com or as the original by post to the Seller's address. The statement can also be submitted electronically, either with a secure electronic signature verified by a valid qualified certificate (electronic signature) or without an electronic signature. It can also be submitted in person at the Seller's premises or any other AVEL store.

1a. The provisions of point 1 also apply to contracts entered into from January 1, 2021, by a natural person concluding a contract directly related to their business activities, provided the content of the contract indicates that it does not have a professional nature for that person, especially based on the subject of their business activity, made available according to the regulations on the Central Registration and Information on Business (CEIDG).

- 2. A Buyer who is not a Consumer, nor a natural person as mentioned in point 1a, who has entered into a distance contract may withdraw from this contract without providing any reasons by submitting a written statement within seven (7) days from the day the Goods, or the last part of them, were delivered. To effectively withdraw from the contract, it is sufficient to send the Seller a signed withdrawal statement before the expiration of the aforementioned period. The Buyer who is not a Consumer may, but is not required to, use the template provided below. The statement, signed by the non-Consumer Buyer (in the case of legal entities, the authorized representative), may be sent as a scan via email to aveltele@gmail.com or as the original by post to the Seller's address. The statement can also be submitted electronically, either with a secure electronic signature verified by a valid qualified certificate (electronic signature) or without an electronic signature. It can also be submitted in person at the Seller's premises or any other AVEL store.
- 3. In the event of a valid withdrawal from the contract, the contract is considered null and void, and the Buyer is released from all obligations. The Goods should be returned immediately, preferably along with the withdrawal statement or separately, but no later than fourteen (14) days from the date the withdrawal statement was sent. The original signed withdrawal statement should be included with the returned Goods, unless it was already sent by post, courier, personally delivered to the Seller, or sent as an electronic email. If the Buyer exercises their right to withdraw from the Sales Agreement, the Goods may be returned at the place of delivery or any AVEL store within the territory of the Republic of Poland or through a third party providing courier, transport, or postal services.
- 4. The returned Goods should remain in an unchanged condition, unless any change was necessary to determine the nature, characteristics, and functioning of the Goods. The Buyer should return the Goods in the same quantity and quality as received (subject to the previous sentence). In particular, all parts, accessories, manuals, terms of use, and other documents received with the Goods, as well as proof of purchase, should be included. It is recommended that the returned Goods be packed in the original packaging unless it was removed to determine the nature, characteristics, and functioning of the Goods. In this case, care should be taken to ensure the Goods are securely packed to avoid damage during transport. The package should be properly addressed to the Seller to whom the Goods are being returned.
- 5. The refund of the price paid by the Buyer for the Goods and the costs of delivery to the Buyer will be made within fourteen (14) days from the date of receipt of the Buyer's withdrawal statement, using the same payment method used by the Buyer. The above

sentence does not apply if the Buyer paid using the "cash on delivery" method, made payment to the Seller's account via postal transfer, or used another form of payment through service providers. In such cases, the Seller will refund the amounts paid by the Buyer to the bank account specified by the Buyer.

- 6. The right to withdraw from a distance contract does not apply to the Buyer in the case of a contract:
 - a) concerning audio or visual recordings, or computer software delivered in a sealed package, if the package has been opened by the Buyer;
 - b) for the supply of digital content not stored on a tangible medium, if the performance has begun with the Buyer's express consent before the withdrawal period expires, and the Buyer has been informed about the loss of the right to withdraw from the contract;
 - c) for the provision of services, if the entrepreneur has fully performed the service with the Buyer's express consent, and the Buyer was informed before the start of the performance that they would lose the right to withdraw from the contract once the service is fully performed:
 - d) where the object of the service is a non-prefabricated product made according to the Buyer's specifications or to meet the Buyer's individualized needs (particularly as a result of the product being registered in the manufacturer's database in the Buyer's name, thus assigning the product to the Buyer);
 - e) for the sale of Goods that, after delivery, due to their nature, become inseparably connected with other items:
 - f) where the object of the service is Goods that deteriorate quickly or have a short shelf life:
 - g) where the Buyer has expressly requested the Seller to come for urgent repair or maintenance; if the Seller also provides additional services other than those requested, or delivers Goods other than spare parts necessary for the repair or maintenance, the right to withdraw applies to the additional services or Goods;
 - h) where the object of the service is Goods delivered in a sealed package that cannot be returned after opening due to health or hygiene reasons, if the package was opened after delivery;
 - i) for the supply of newspapers, periodicals, or magazines, except for subscription contracts;
 - j) for the provision of transport services, leisure services, entertainment, sports or cultural events, if the contract specifies a date or period for the provision of services.
- 7. The Buyer bears only the direct costs of returning the Goods.
 - a) If the withdrawal statement from the Sales Agreement is sent electronically, the Seller will immediately confirm receipt of the statement to the Buyer;
 - b) A sample withdrawal statement is provided in the annex to these General Terms of the Sales Agreement.

RETURN

The Buyer is responsible for returning the Goods independently and at their own expense. Since the delivery cost is included in the price of the Goods, upon receipt of the returned Goods, the amount refunded to the Buyer will be reduced by the cost of delivery, as charged by the transport company.

VII. COMPLAINTS

1. The Seller delivers Goods free from defects.

WARRANTY

- 2. Buyer's complaints based on the warranty must be submitted directly to the appropriate warrantor or through the Seller. These complaints are handled by the appropriate warrantor (the issuer of the warranty statement). The terms of the warranty are specified in the warranty card attached to the Goods or in the information provided on the warrantor's website.
- 3. Goods subject to a warranty complaint must be delivered directly to the point indicated by the warrantor or to the Seller, or through a third party providing courier or postal services, at the cost of the Seller or the warrantor, unless circumstances indicate that the defect should be remedied at the location where the item was found when the defect was discovered.
- 4. The warrantor is obliged to fulfill its duties within the time specified in the warranty statement, or if not specified, promptly, but no later than fourteen (14) days from the date the item was delivered by the warranty holder, and to return the item to the location indicated in point VII.3 above, at its own cost.
- 5. Proof of purchase of the Goods and a valid warranty card are required for the warrantor or Seller to accept a warranty claim.
- 6. The time and procedures for processing a warranty claim for Goods are outlined in the warranty document.
- 7. The warranty does not exclude, limit, or affect the Buyer's rights nor the Seller's liability under the statutory warranty for defects of the Goods. However, if the Buyer exercises their warranty rights, the period for exercising statutory warranty rights is suspended from the date the Seller is notified of the defect. This period resumes from the day the warrantor refuses to fulfill the warranty obligations or when the time for fulfilling them has expired.

STATUTORY WARRANTY FOR DEFECTS

- 8. The Seller is liable to the Buyer under the statutory warranty if a physical defect is found within two years from the date the Goods were delivered to the Buyer. If the Buyer is a Consumer and the defect was found within one year from the delivery date, it is presumed that the defect or its cause existed at the time the risk passed to the Buyer.
- 9. If the Goods are defective, the Buyer may submit a statement for a price reduction or withdrawal from the Sales Agreement, unless the Seller promptly and without undue inconvenience to the Buyer replaces the defective Goods with goods free from defects or

removes the defect. This limitation does not apply if the Goods have already been replaced or repaired by the Seller or the Seller failed to fulfill the obligation to replace the Goods with ones free from defects or remove the defect.

- 10. If the Goods are defective, the Buyer may demand a replacement of the Goods free from defects or removal of the defect. The Seller is obliged to replace the defective Goods with defect-free Goods or remove the defect within a reasonable time without causing undue inconvenience to the Buyer.
- 11. The Seller may refuse to comply with the Buyer's request if making the defective Goods conform to the Sales Agreement in the manner chosen by the Buyer is impossible or would entail excessive costs compared to the other possible method of making the Goods conform to the Sales Agreement. If the Buyer is an entrepreneur, excluding the individuals mentioned in point VII.30, the Seller may also refuse to replace or repair the Goods if the cost of fulfilling this obligation exceeds the price of the Goods.
- 12. The Buyer may not withdraw from the Sales Agreement, as per point 9 above, if the defect of the Goods is insignificant.
- 13. A Consumer Buyer may, instead of the remedy proposed by the Seller, demand replacement of the Goods with goods free from defects or demand removal of the defect, unless making the Goods conform to the Sales Agreement in the manner chosen by the Buyer is impossible or would entail excessive costs compared to the method proposed by the Seller.
- 14. If the defective Goods have been installed, the Buyer may demand that the Seller dismantle and reinstall them after replacing them with defect-free Goods or after the defect has been remedied. If the Seller fails to fulfill this obligation, the Buyer is entitled to carry out these activities at the Seller's cost and risk.
- 15. The Seller may refuse to dismantle and reinstall the Goods if the cost of these activities exceeds the price of the Goods.
- 16. If the Buyer is a Consumer, they may demand that the Seller dismantle and reinstall the Goods but must bear part of the related costs that exceed the price of the Goods or may request the Seller to pay part of the dismantling and reinstallation costs, up to the value of the Goods.
- 17. A Buyer exercising their statutory warranty rights is obliged to deliver the defective Goods at the Seller's expense to the location specified in the Sales Agreement, or if no such location is specified, to the place where the Goods were delivered to the Buyer.
- 18. If due to the nature of the Goods or the way they were installed, delivering the Goods would be excessively burdensome for the Buyer, the Buyer is obliged to make the Goods available to the Seller at the location where the Goods are situated.
- 19. The provisions of points VII.17 and VII.18 apply to the return of the Goods in the event of withdrawal from the Sales Agreement and to the replacement of the Goods with goods free from

defects.

- 20. The costs of replacement or repair are borne by the Seller. This specifically includes the costs of dismantling, delivering the Goods, labor, materials, and reinstallation and start-up. This does not apply to the provisions of points VII.15 and VII.16.
- 21. The period for processing a complaint submitted by the Buyer is fourteen (14) days from the date the Buyer submits the complaint to the Seller.
- 22. If a Consumer Buyer has requested replacement of the Goods or removal of a defect or has submitted a price reduction statement specifying the amount by which the price should be reduced, and the Seller has not responded within fourteen (14) days, it is assumed that the request was justified.
- 23. The Buyer will receive confirmation of the complaint submission from the Seller.
- 24. The Buyer will be informed by the Seller about the conclusion of the complaint process. This information will also be available to the Buyer via the Helpline or the "Complaint Status" section in the Buyer's Account in the Online Store after logging into the Account.
- 25. To expedite the processing of warranty claims, it is recommended that the Buyer fill out the complaint form available on the "Complaints" subpage of the Online Store and send it to the Seller in electronic or postal form (this is not a condition for processing the complaint).
- 26. Detailed information about the complaint process can be obtained from the Online Store, the Helpline, or directly from the Seller.
- 27. Goods for which a complaint is not accepted due to reasons such as lack of grounds or absence of proof of purchase from the Seller will be returned to the Buyer.
- 28. Minor differences in the appearance of Goods delivered to the Buyer compared to the Goods (even of the same type, brand, and model) displayed graphically in the Online Store, which may result from different monitor settings, lighting conditions, etc., do not constitute grounds for complaint. This provision does not limit the liability of the Service Provider or Seller towards the Buyer, particularly the Consumer's right to withdraw from the contract.
- 29. The content of the placed Order and the related Sales Agreement, as well as the content of the Clauses accepted by the User at the time the Sales Agreement is concluded, are made available to the User in their Account or sent as an Order Confirmation email along with relevant links to the terms of the Sales Agreement. The content of the Terms and Conditions, General Conditions of the Sales Agreement, and Privacy Policy are available on the Online Store's website. For Users who enter Sales Agreements as a "guest" or by phone via the Helpline, it is strongly recommended that they keep a copy of the documents in the form in which they were binding at the time of concluding the respective Sales Agreement (e.g., by printing or saving a digital copy such as a screenshot).

30. The provisions of this point VIII of the Regulations regarding consumers also apply to agreements concluded from January 1, 2021, by a natural person entering into an agreement directly related to their business activity, where it is evident from the agreement's content that it is not of a professional nature for that person, based on the scope of the business activity as made available under the rules on the Central Register and Information on Economic Activity.

VIII. Detailed Provisions Regarding Goods in the Form of Digital Content

- The Seller provides the option to place Orders for Goods in the form of digital content. Digital content refers to data created and delivered in digital form.
- In accordance with the terms of the aviselectronics.eu Online Store Regulations and the chapters above, the Seller reserves additional terms of sale that apply exclusively to Goods in the form of digital content. In the event of a conflict between the provisions of the aviselectronics.eu Online Store Regulations or the above chapters and Chapter VIII, the provisions contained in Chapter VIII concerning digital content will apply.
- The use of certain digital content may require the Buyer to have accounts on external platforms unrelated to the Online Store. Information regarding this requirement is provided on the product page or in its description.
- The Seller is not responsible for the inability to install digital content Goods if the
 hardware requirements specified on the product page or in the product description are
 not met by the Buyer, as well as in the case of malfunctioning Buyer's equipment or
 attempts to install the digital content on platforms other than those indicated in the
 product description.
- The Seller is not responsible for the operation and availability of services owned and administered by third parties through which the use of digital content is possible.
- The Seller reserves the right that Orders placed for Goods in the form of digital content may require upfront payment, i.e., prior to delivery.
- To place an Order for digital content, it is necessary to consent to the Seller providing
 the service before the expiration of the withdrawal period, as specified in Article 27 of the
 Act of May 30, 2014, on Consumer Rights. In such cases, the Buyer is not entitled to
 withdraw from the contract without providing reasons or incurring costs.
- Digital content, along with all necessary data for its use, is delivered via email. Orders for digital content are fulfilled immediately after the payment is credited to the Seller's bank account. In the case of an Order for digital content, the Sales Agreement is concluded at the moment the email containing the digital content is delivered to the Buyer's email server.
- It is noted that the sale of Goods in the form of digital content may be conducted by the Seller on behalf of third parties. In such cases, the User will be informed of this and of the identifying details of the third party on whose behalf the Seller is acting, via clear labeling on the product page or in its description. If purchasing Goods in the form of Digital Content, the Buyer must contact the third party directly to receive a VAT invoice documenting the purchase.

IX. PERSONAL DATA PROTECTION

1. Detailed information regarding the processing of personal data is provided in the Online Store Regulations, the Privacy Policy of aviselectronics.eu, and the Cookie Policy. All of these documents are available on the aviselectronics.eu website.

X. OUT-OF-COURT DISPUTE RESOLUTION METHODS

- 1. Details on the methods and access to out-of-court dispute resolution forms can be found at: http://www.uokik.gov.pl/spory_konsumenckie.php.
- 2. The platform for online dispute resolution between consumers and businesses at the EU level (ODR platform) is available at: http://ec.europa.eu/consumers/odr/. The ODR platform is an interactive, multilingual website offering a one-stop shop for consumers and businesses seeking to resolve disputes out of court regarding contractual obligations arising from online sales contracts or service agreements.

XI. FINAL PROVISIONS

- 1. The General Terms and Conditions of the Sales Agreement are available in the Online Store.
- 2. The Service Provider is entitled to unilaterally amend the General Terms and Conditions of the Sales Agreement in the event of: (a) circumstances of Force Majeure, (b) changes in applicable laws relevant to the provision of services electronically or to distance transactions, (c) changes in the Online Store's service offering or changes in the Seller's offerings published on the Online Store's website, provided that changes to the General Terms and Conditions of the Sales Agreement are aimed at adapting the content of the General Terms and Conditions to the updated offerings. The Service Provider will notify the Buyer of any changes to the General Terms and Conditions of the Sales Agreement via a communication sent to the email address provided to the Service Provider by the Buyer. Users and Buyers will be bound by the new General Terms and Conditions unless they terminate them within thirty (30) days of being notified of the changes. Any changes to the General Terms and Conditions of the Sales Agreement do not affect the content or binding nature of Sales Agreements concluded before the changes took effect, nor do they affect Sales Agreements concluded in connection with Orders placed before the new General Terms and Conditions took effect. The above provisions also apply to changes in other documents referred to in Section I.2 above.
- 3. The Buyer hereby declares that they have read, understand, and fully accept the General Terms and Conditions of the Sales Agreement and commit to adhering to them.
- 4. The Buyer confirms that the General Terms and Conditions of the Sales Agreement include an Annex in the form of a Withdrawal Form, which is provided in an editable format that can be saved and printed.
- 5. The General Terms and Conditions of the Sales Agreement come into effect on November 19, 2021.