

AMBIENT SYSTEM SP. Z O.O.

TERMS AND CONDITIONS FOR THE PROVISION OF TECHNICAL SUPPORT

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§ 1. General provisions

1. These Terms and Conditions set out the rules, scope, pricing and technical conditions for the provision of technical support, maintenance and additional services by Ambient System Sp. z o.o., with its registered office in Gdańsk (hereinafter referred to as the “Manufacturer”), to installers, integrators and end users (hereinafter referred to as “Purchasers”).
2. Technical support applies exclusively to equipment currently included in the Manufacturer’s product range.
3. These Terms and Conditions form an integral part of the Manufacturer’s General Terms and Conditions of Delivery (GTC) and govern the relationship in respect of the services specified therein.
4. The technical support provided by the Manufacturer is strictly of an advisory, consultative and auxiliary nature (technical assistance).
5. Technical support may be provided both remotely and on-site (at the installation site).

§ 2. Conditions and scope of technical support

1. During the warranty period, only faults in systems purchased directly from the Manufacturer or through its authorised distribution network are eligible for free diagnostics.
2. Should the diagnosis carried out by the Manufacturer (remotely or on-site) show that the reported fault is not due to a defect in the equipment but is the result of:
 - a) assembly, installation or configuration errors carried out by third parties,
 - b) mechanical damage, power surges, water damage or other external factors,
 - c) improper operation or lack of adequate maintenance,
 - d) the absence of any fault in the Manufacturer’s hardware or software,
 - e) any of the circumstances set out in the General Terms and Conditions of Sale (GTCS) which exclude the Manufacturer’s warranty liability,

The Purchaser shall be charged for the costs of the diagnostics carried out (and any travel to the site) in accordance with the rates set out in the Price List (Appendix 1).

3. Services provided for a fee in accordance with the current Price List (constituting Appendix 1 to these Terms and Conditions) include, in particular:

- a) all work relating to system commissioning, device programming and software updates
- b) all technical support and diagnostic services provided after the expiry of the warranty period.

4. The Price List covers fees for services provided during standard service hours. Services provided outside these hours are priced on a case-by-case basis.

§ 3. Communication channels, support requests and working hours

1. Technical and service requests are accepted exclusively via the following channels:

- a) Email: support@ambientsystem.pl
- b) Dedicated form available on the Manufacturer's website.

2. Standard service hours cover working days (Monday–Friday) from 08:00 to 16:00 (CET/CEST). The provision of services outside these hours and on public holidays requires separate arrangements (including regarding the remuneration due to the Manufacturer) and confirmation of the Purchaser's acceptance of these arrangements (in writing or via the specified email address).

3. The Purchaser making the request is obliged to provide the following details:

- a) The Purchaser's full company name, address.
- b) Contact details (first name, surname, telephone number, email address);
- c) The name and exact location of the premises;
- d) Serial numbers of the devices being reported;
- e) Firmware version, event logs and system configuration file (if necessary);
- f) A detailed description of the scope of the service required.

4. The estimated completion date will be provided by the Manufacturer in response to the report.

§ 4. Procedure for ordering and settling payments for services

1. The service is provided on each occasion on the basis of an email request from the Purchaser or a submission via the form on the Manufacturer's website. In the case of paid services, the Purchaser is informed of the obligation to pay before work commences, together with a preliminary cost estimate. This estimate does not constitute a binding offer by the Producer regarding the performance of the service, and the actual cost of the

service (in particular in the case of remote services) will be determined on the basis of the final scope of work as set out in the acceptance report or the report on the work carried out.

2. Settlement and remuneration shall be determined in accordance with the following rules:

- a) On-site services: performance of the service is confirmed by an acceptance report signed by both parties. In the absence of any objections, the work is deemed to have been carried out properly.
- b) Remote services: the final amount is determined upon completion of the session on the basis of a work completion report sent by email to the Purchaser.

3. On the basis of the acceptance report or the work completion report, the Supplier shall issue a VAT invoice with a 14-day payment term, calculated from the date of issue.

§ 5. Terms and conditions for the provision of remote services and on-site support

1. Remote support: Remote support is provided subject to the following conditions:

- a) Only TeamViewer or AnyDesk software may be used. The Manufacturer's employee shall carry out activities exclusively under the supervision of the Purchaser (or their authorised representative).
- b) The duration of the service is calculated from the moment a remote connection is established via the selected software or a telephone call.
- c) The Purchaser is obliged to provide a stable and fast internet connection to ensure the session runs smoothly and files are transferred efficiently.
- d) The Purchaser's computer must meet the following technical requirements: Windows 7 or later; temporary deactivation or suspension of anti-virus software for the duration of the session; configuration of exceptions in the firewall; granting of permissions to install diagnostic tools; and consent to temporary modification of the network interface card (NIC) settings.

2. On-site support and commissioning: On-site support at the installation location is provided subject to the following conditions:

- a) It is permissible to provide maintenance and diagnostic services directly at the site specified by the Purchaser.
- b) The Purchaser undertakes to ensure safe and hygienic working conditions and to provide the Manufacturer's engineers with unhindered access to the equipment and installations.
- c) The Purchaser is obliged to assign a qualified employee or ensure the presence of an authorised representative on site for the entire duration of the work.
- d) The installation and equipment shall be prepared in accordance with the guidelines provided by the Manufacturer's engineer (this applies to the commissioning of the system).

§ 6. Exclusion of liability

1. The services provided do not include physical installation work (e.g. laying cabling, fitting equipment), unless otherwise agreed in separate written arrangements between the parties.
2. To the fullest extent provided by law, the Manufacturer shall not be liable for any personal injury, property damage, or direct or indirect loss (including loss of profits, contractual penalties for delays in acceptance, false alarms or system failure) arising in connection with the technical support provided.
3. The Manufacturer shall not be liable for damage resulting from force majeure, external factors (e.g. power surges, flooding) or interference with or modification of the system by unauthorised persons.
4. Further instances of exclusion or limitation of the Manufacturer's liability are set out in the General Terms and Conditions of Sale.

§ 7. Protection of personal data (GDPR)

1. The data controller for the personal data of Purchasers and designated contact persons is Ambient System Sp. z o.o., with its registered office in Gdańsk (the Manufacturer).
2. The controller processes the data provided in the enquiry (email / form), in particular: first name, surname, telephone number, email address and business details (tax identification number, company name).
3. The data is processed for the purposes of: providing support and maintenance services (Article 6(1)(b) of the GDPR), fulfilling legal and tax obligations (Article 6(1)(c) of the GDPR) and establishing, exercising or defending legal claims (Article 6(1)(f) of the GDPR).
4. Event logs and configuration files provided by the Purchaser may contain technical data. The Manufacturer uses them solely for diagnostic purposes and deletes them once the analysis is complete.
5. During a remote session (TeamViewer/AnyDesk), a Manufacturer's employee has access to the Purchaser's computer desktop. The Purchaser is obliged to close any applications containing confidential or personal data before the session begins.
6. Data may be disclosed to entities cooperating with the Manufacturer (IT suppliers, accountancy firms, courier companies) solely to the extent necessary for the provision of services.
7. Every individual has the right to access their data, to have it rectified, to have it erased, to restrict its processing, to data portability, and to lodge a complaint with the President of the Personal Data Protection Office (UODO).
8. Data is retained for the period necessary to provide the service and for the time required by tax legislation and the limitation periods for claims.

§ 8. Final provisions

1. The Manufacturer reserves the right to amend these Terms and Conditions.
2. In matters not covered by these Terms and Conditions, the provisions of the Manufacturer's General Terms and Conditions of Delivery (GTCD) and the provisions of the Civil Code shall apply.

Appendix 1 – Price list for technical support and additional services

All services falling within the scope of paid technical support shall be invoiced in accordance with the following price list (net rates in EUR):

Type of service	Net rate (EUR)	Terms of provision / Unit of measurement
On-site support	950 EUR	One working day of a service engineer (up to 8 hours within a 24-hour period). Each subsequent hour commenced entitles the client to be charged the full flat-rate fee for the next 24-hour period. The amount includes travel and accommodation costs.
Remote support (per hour)	100 EUR	For each hour of work commenced (post-warranty diagnostics, additional programming, updates, firmware).
Remote commissioning	500 EUR	Flat-rate fee for commissioning.