

## Terms and Conditions of the “Post-Accident Replacement” Service

### §1

1. The Terms and Conditions define how the “Post-Accident Replacement” Service (referred to in the Terms and Conditions as the “Service”) operates and how it is organised, as well as the conditions of participation.
2. The entity providing the Service is the distributor of Avionaut products in Poland - Karwala spółka komandytowa with its registered office in Szarlejka, ul Łukaszewicza 172, post code 42-130, registered in the National Court Register under KRS number 0000594558 , VAT ID 5742059528, Regon 363353289 (hereinafter referred to as: Karwala).
3. The service will be provided in Poland, from 1 January 2020 until 31 December 2023 or until it is cancelled by Karwala,
4. This Service covers applications for Child Seats and Bases to be replaced in connection with Road Traffic Incidents occurring after 1 January 2020 during the term of the Service but no later than 31 December 2023 or cancellation of the Service by Karwala before that date.
5. Whenever ‘Child Seat’ is mentioned herein, it applies to the seat base as well.

### §2

The following definitions are established for the phrases and names used herein:

The returns will only refer to products for which the distributor is the Avionaut brand operating on the territory of Poland - Karwala spółka komandytowa with its registered office in Szarlejka, ul Łukaszewicza 172, post code 42-130, registered in the National Court Register under KRS number 0000594558, VAT No. 5742059528, Regon 363353289 (hereinafter referred to as: Karwala).

Avionaut Child Seat or Base with label/sticker with the product serial number.

Program Participant – the first owner of the Seat, holding a proof of purchase (receipt or invoice), a person of full legal age, having full legal capacity, meeting the conditions for taking part in the Service – in accordance with these Terms and Conditions.

Traffic incident:

- a. Road traffic accident – an incident occurring in land traffic, caused by an unintentional infringement of the safety rules in force in that traffic, which results in the death of one of the participants or in personal injury causing a disruption of bodily organ functions or disorder of health lasting longer than 7 days.
- b. Road traffic collision – an incident occurring in land traffic, caused by an unintentional infringement of the safety rules in force in that traffic, which results in material damage (damage to a vehicle, fence, road equipment, luggage, etc.) or one of the participants suffering bodily injury causing an disruption of bodily organ functions or disorder of health lasting less than 7 days.

### §3

1. Participation in the Service is voluntary and free of charge, with the exception of the cost of delivery of the Post-Accident Seat to the service centre (Karwala's registered office), which will be incurred by the Programme Participant, and the cost of taxation of the income from the receipt of a new seat or base, which will also be incurred by the Programme Participant.
2. The Programme Participant will not be entitled to receive a cash equivalent for a Seat damaged in a Road Traffic Incident.

### §4

1. Programme Participants who are natural persons with full legal capacity and who, fulfil all of the following conditions within the duration of the Service, are entitled to participate in the Service:
  1. were involved in a road traffic incident in Poland
  2. no later than 30 days after the Road Traffic Incident declare their willingness to participate in the Service by contacting Karwala by email and completing an application form;
  3. send copies of all documents to Karwala along with the application:
    1. a copy of the proof of purchase of the Child Seat or Base

2. copy of a note prepared by the Police at the site of the Traffic Event, with the reservation that any information resulting from the note containing personal data (including information on the state of health) of the Participants of the Traffic Event other than the person requesting the note, will be covered making it impossible to read such data; furthermore, the police note must contain information that the seat was involved in the Traffic Event (or a certificate issued by the Police confirming that the Participant was involved in the event, indicating whether the Participant was the perpetrator or a participant in the Traffic Event who was not the perpetrator, and confirming that the seat was in the car involved in the incident)
3. photo documentation from the site of the Road Traffic Incident showing damage to the vehicles involved in the Road Traffic Incident with the reservation that the registration numbers of the vehicles are covered making it impossible to read them, which also shows that there was a seat in the vehicle to be replaced,
4. photo documentation showing the general appearance, condition and any visible damage to the car seat,
5. confirmation of the Participant's report to the insurer of the loss related to the damage/destruction of the Child Seat or Base,
6. subject to the provisions of item 16 below must be accompanied by
  - a. a document issued by the insurer stating that the compensation for damage caused by the Road Traffic Accident does not include compensation for a destroyed Seat involved in the Road Traffic Accident and that the damage to the Seat has been reported to the insurer; or

b) another document issued by the insurer confirming the refusal to pay compensation for the damaged Child Seat or Base:

- whereas the basis for the situations described in (a) and (b) above was as follows:

The seat was not covered by all-risks car insurance, or there were conditions excluding the liability of the insurer/perpetrator, or the insurer refused to pay compensation for the damaged seat (but for a different reason than the possibility to use the post-accident seat replacement programme - in the case of such refusals by the insurer, Post-Accident Seat replacement under the SWAP service is not available).

The Participant cannot combine the replacement of a seat under this Post-Accident Replacement Service with the payment of compensation from an insurer or from the perpetrator of a traffic incident. Payment of compensation by the Insurer or the perpetrator excludes participation in the programme, and receipt of compensation after the Child Seat/Base has been replaced under this service will result in the return of the Child Seat/Base received as part of the service.

## 2. Further conditions for implementing Service:

(a) A Post-Accident Seat will be replaced with a new seat of the same model in a colour available from Karwala, or if the model of the seat is no longer available from Karwala at the time, then the model of the seat will be selected by Karwala on the basis of the age, weight and height of the child on the date on which the decision to replace the seat was made

b) The precondition for sending a new Child Seat or Base is that the Programme Participant sends back the Post-Accident Child Seat and/or Post-Accident Base to the service centre (Karwala's registered office), but not earlier than after receiving a positive decision about the Service and contacting the Programme Participant by a Karwala employee.

3. Upon receipt of the application, Karwala will carry out a preliminary verification of the application sent and the documents attached to it, within a maximum of 14 business days. Based on the initial verification, Karwala sends a message to the Programme Participant in which:

Karwala will confirm the completeness and correctness of the documents and issue a decision to replace the Child Seat or Base, following which the Programme Participant is obliged to send the seat to be replaced to the service centre (Karwala's registered office). Karwala Service will contact the Programme Participant to make the necessary arrangements, including where and when the new Child Seat or Base will be delivered. The cost of delivery of the Child Seat or Base to the Participant will be covered by Karwala, the cost of returning the Post-Accident Seat or Post-Accident Base will be covered by the Participant.

or if there are deficiencies in the application or documents, or if the documents do not confirm that the Programme Participant meets the conditions for participation in the Service, Karwala will request the Programme Participant to supplement the documents or to attach documents confirming the fulfilment of the conditions for participation in the Service within a period determined by Karwala but not exceeding 30

days. If the documents requested by Karwala have not been completed or delivered, Karwala is entitled to refuse to replace the Post-Accident Child Seat or Post-Accident Base with a new one.

4. Karwala decides to replace the Child Seat or Base on the basis of the analysis of the submitted application and attached documents. Karwala has the right to refuse to replace the Child Seat or Base after verification of the application and the above does not give rise to any claims for damages on the part of the Programme Participant; claims for the issue of the Child Seat or Base will not apply.
5. Karwala also reserves that the decision to refuse to replace the Child Seat with a new one will not be modified in the case of applications for which additional documents proving the fulfilment of the conditions for participation in the Terms and Conditions have been submitted after the deadline resulting from the Terms and Conditions or after the deadline for their completion set by Karwala.
6. Karwala will have the right to refuse to replace the Child Seat or Base and the Participant will not be entitled to use the Service and will have no right to claims against Karwala in particular in the event that:

(a) the conditions for participation set out herein have not been met;

b) the Participant has not exhausted the possibility of claiming compensation for the damaged Child Seat or Base from the insurer or the perpetrator of the damage or his/her own all-risks insurance;

## §5

1. At any time, Karwala will have the right to withhold the exchange of a Seat for a new one, or to request the return of a replacement Seat that has already been issued, in respect of a Programme Participant whom it suspects of having acted against these Terms and Conditions and to the against principles of social conduct. In this case, Karwala will notify the Programme Participant and initiate an investigation of the situation referred to above. The investigation should be completed within 14 days of the Programme Participant being notified that it has been initiated.
2. In the event that the investigation referred to in item 1 above confirms the absence of the right to take advantage of the Post-Accident Exchange Service or the Participant refuses to participate in the investigation or fails to provide the required documents and information, Karwala will exclude the Programme Participant from the Service while providing the reasons for its decision in writing. The justification will be delivered to the Programme Participant at the address provided for the shipment of the new Child Seat or Base. Exclusion is equal to refusal to exchange the post-accident Child Seat or Base for a new one and to the obligation to return the new Seat or Base which the participant has already received.

## §6

1. The "Post-Accident Exchange" Service is not a "game of chance", a "lottery", a "betting game" or a "promotional lottery", the outcome of which depends on chance (a draw carried out) under Article 2 of the Act of 19 November 2009 on gambling.
2. Controller of the Participants' personal data: Ł. Karwala spółka komandytowa with its registered office in Szarlejka (code: 42- 130), at ul. Łukaszewicza 172, entered in the Register of Entrepreneurs, under KRS number 0000594558, VAT No. 5742059528. The generally applicable data protection regulations apply in this respect.
3. The value of the Child Seat or Base that the Participant received in exchange for a Post-Accident Child Seat or Post-Accident Base constitutes taxable income for the Participant in accordance with the provisions of the Personal Income Tax Act, therefore Karwala will send a PIT-8C tax declaration to the Programme Participant and to the tax office competent according to the place of residence of the Programme Participant by the end of February of the year following the year in which the Seat was exchanged for a new one.
4. Karwala reserves the right to amend the provisions of these Terms and Conditions with a 14 days' notice of changes. Karwala is obliged to inform Programme Participants of the above changes on its website. However, a change in the Terms and Conditions does not affect the previously acquired rights of the Programme Participant who made an application before the effective date of the change.
5. The Participant accepts the Terms and Conditions as available on the Karwala website (<https://avionaut.com/pl/baza-wiedzy/artykuly/co-zrobic-z-fotelikiem-po-wypadku>), and by applying for the service and using the Service, the Participant is deemed to have read the Terms and Conditions, understands their contents, fully accepts them and undertakes to abide by them.

§7

These Terms and Conditions are applicable as on 1 January 2020.