

Airly Sensors Terms of Sale

§ 1 General Provisions and definitions

1. These Terms of Sale apply to the sale of Sensors offered through the Platform.
2. The terms written in capital letters should be understood in accordance with General Terms of Service, subject to the provisions of paragraph 3 below.
3. In these Terms of Sale the following terms, which are written in capital letters, shall be understood as follows:
 - a. "Client" - a natural person or a natural person conducting business activity, who concluded the Sensors' sales agreement with Airly under these Terms of Sale;
 - b. "Data Read Service" - a service offered through a Platform, specified in particular Terms of Service, having technical specifications described in the Platform in products section;
 - c. "Pricing" - set of prices and other key information regarding Sensors sale placed on the Platform;
 - d. Terms of Sale - these terms of sale.

§ 2 Conclusion of the agreement

1. The Sensor sales agreement is concluded through the Platform by the Client and Airly. In case the conclusion of the agreement through the Platform is not possible due to the Client's place of residence, the Client should contact Airly via e-mail or contact form.
2. The content of the agreement between Airly and the Client is determined each time by Terms of Sale, GTS and Pricing.
3. On the basis of the agreement, the Client acquires the ownership title to the Sensor.
4. The maximum number of Sensors allowed to be purchased by the Client is specified in an order form.
5. In order to enter into the agreement, the Client must complete an order via the Platform, fill out an order form, choose a method of payment, confirm the method of delivery, and then confirm and send the order by pressing the button "Order and pay". Pressing the button "Order and pay" means an order with payment obligation and entering in the agreement according to GTS and Terms of Sale.
6. The Client will receive an e-mail confirming the specification of the order, full price for the order and shipping details.
7. The orders shipped outside the European Union area may be subject to customs duties. In order to determine their amount, the Client should contact directly the customs office appropriate to his/her place of residence.
8. The Client is required to pay the full order price in advance.
9. Please note that Airly will begin the process of the order delivery upon receipt of the full price of the order and shipping, specified in the order confirmation. The Client should transfer the full price specified in the order confirmation as soon as he/she receives it, but no later than in 5 days. If the Client will not pay for their order within 5 days, Airly will give a Client a subsequent period of time, no less than 5 days, to pay for the order. In case of failure to pay within the given subsequent period of time, the agreement is considered not concluded.
10. The ownership of the goods passes from Airly to the Client in the moment of delivery of the goods to the Client.

§ 3 Sensor usage

The Client shall use the purchased Sensor in accordance with its intended use and in the manner specified in GTS, Terms of Sale, particular Terms of Service (if applicable), operating manual and installation manual, in order to benefit from Sensor's all functionalities, especially Data Read Service.

§ 4 Payment

1. The price for the Sensor is determined in accordance with the Pricing, binding at the time of ordering the Sensor.
2. The price for the Sensor should be paid before the deadline indicated to the Client.
3. The price should be paid in the currency specified in the Client's order. Airly does not bear the risk associated with the currency conversion and additional fees or rejection of fees made in other currencies.
4. Airly reserves the right to change prices of Sensors, but such change does not affect the prices of Sensors ordered before the change.
5. If the place of Sensor delivery is outside the customs territory of the European Union, the Client may need to bear other, additional costs associated with the obligation to pay the so-called customs debt specified by the regulations of the country concerned.
6. Airly provides invoices by e-mail.

§ 5 Sensor Delivery

1. The delivery is made through an external shipping company.
2. Airly is responsible for the goods until they are delivered to the Client.
3. Airly is responsible to deliver the goods without defects.
4. The cost of delivery is added to the price of goods at the time of confirmation of the order. The Client has the right to verify the shipping costs.
5. Airly encourages the Client to check the received goods in the presence of the shipping company representative, which will facilitate the potential complaint procedure. This provision does not in any way limit the Consumer's right to complaint, which can be made independently.
6. The Sensor should be delivered to the Client within up to 30 days since the receipt of the full price of the goods and shipping.
7. If the order has not been delivered to the Client within 30 days after the funds are credited to the Airly's account, the Client has the right to withdraw from the agreement or agree on a new delivery date with Airly.

§ 6 Consumer's right of withdrawal

1. The Consumer has the right to withdraw from the agreement without giving any reason within 14 days of concluding the agreement with Airly.
2. In order to withdraw from the agreement, the Consumer should submit to Airly the relevant statement. For this purpose, the Consumer may use a template statement: "Being aware of the consequences of withdrawal from the Sensor's sales agreement, I hereby declare that I withdraw from my agreement with Airly sp. z o.o. concluded on the [date]", but using the template statement is not mandatory.
3. The statement of withdrawal from the agreement made before Airly accepted the order makes the offer made by the Consumer no longer binding on him.
4. Airly is obliged to return the full price of the order, including the price of delivery of goods (except for the costs arising from the method of delivery chosen by the Client other than the cheapest method of delivery offered in the Platform) within 14 days of receipt of information on withdrawal from the agreement. Airly shall make the payment using the same method of payment as used by

the Consumer or another method agreed upon by the parties, provided that it does not entail additional costs for the Consumer.

5. The Consumer shall be liable for any diminished value of the goods resulting from their use beyond what is necessary to establish the nature, characteristics and functioning of the goods.
6. In the case of withdrawal from the agreement by the Consumer the agreement is considered not concluded.
7. A natural person who concluded the agreement, which is directly related to his/her business activity and this agreement has non-professional nature for this natural person, has the right to withdraw from the agreement in accordance with this § 6.

§ 7 Complaints

1. Airly is obliged to deliver goods free from any defects.
2. A Consumer complaint regarding purchased goods shall be made by sending an e-mail and should include:
 - a. Consumer's contact details, enabling identification of the Consumer and communication with him/her;
 - b. goods to which the complaint relates;
 - c. the circumstances justifying the complaint;
 - d. Consumer's demands related to the complaint.
3. A correctly submitted complaint will be reviewed within 14 days of its reception by Airly. Within a given deadline, Airly will respond to the complaint, indicating whether the complaint is accepted (and how Airly intends to execute it) or not accepted (along with a justification of the position).
4. If Airly does not respond to the Consumer's request within 14 days, it means that the request was considered justified.
5. Within the scope specified in this § 7, Airly's liability towards a Client who is not a Consumer is excluded on the basis of the Article 558 § 1 of the Polish Civil Code.

§ 8 Final provisions

1. These Terms of Sale enter into force on 27th of November 2020.
2. In matters not covered with these Terms of Sale, the provisions of the General Terms of Service shall apply accordingly.
3. Terms and conditions of the warranty granted for the Sensors are specified in the Airly Sensors limited warranty agreement which constitutes an appendix to this Terms of Sale.