



# ACE One Package Warranty Policy

Global Basic Warranty, not inclusive of regional extensions or Service Level Agreements

Effective: 14 April 2021

## 1. General

AFRICAN CLEAN ENERGY BV, incorporated and registered in the Netherlands with company number (KVK) 61155748 whose registered office is at Willem de Zwijgerlaan 13-3, 1056 JD Amsterdam, Netherlands ("ACE") offers a basic warranty for the ACE One Package (the "Products") to an end customer which is a legal entity acquiring ownership of the ACE One Package for its own use and not for the purposes of commercial resale (the "Purchaser") either directly from ACE, an affiliate or official resellers (the "Provider(s)"). This basic warranty applies to the ACE One Package which for the purpose of this warranty consists of: the ACE One stove, the led lamp and the solar panel (each a "Product") and is subject to conditions listed below.

## 2. Basic Warranty & Warranty Period

- a. Subject to the terms set out in this basic warranty, ACE warrants that the Products will be free from defects in material and workmanship under ordinary consumer use for a period of twelve (12) months from the date of the original Purchaser's purchase of the Products from ACE as evidenced by the proof of purchase provided by the Purchaser (e.g. receipt or invoice) indicating the date of purchase and the serial number.
  - i. The above period in article 2a may be amended to a period totalling twenty-four (24) months ("Extended Warranty") in the following listed countries or regions in cases where ACE has supplied the Products to the Purchaser, without an intermediary party, through direct sale, donation or any payment plan managed by ACE:
    - Kenya,
    - Uganda,
    - Lesotho,
    - Cambodia.
- b. The Purchaser is required to carefully check that the delivered Products are complete and intact immediately upon receipt. Any defects in material or workmanship must be reported to ACE in writing within 5 working days after receipt of the Products and shall include a complete description of the alleged defects.
  - i. The Purchaser shall contact ACE's or the Provider's customer services by phone or e-mail (details can be found on the invoice/receipt). Any non-compliance with these requirements shall exclude contractual claims against ACE and shall constitute an unconditional acceptance of the Products and a waiver of all claims in respect of the Products by the Purchaser.
  - ii. Minor customary deviations in the delivered Products, such as e.g. colour, size, weight and design, are no grounds for complaint. Measures and weights that are indicated in offers, catalogues and price lists are approximate.
- c. In case of a notice of defect within the stipulated period, ACE shall decide on the type of rectification, which shall be free of charge for the Purchaser. ACE may at its own option, within a reasonable time



to be determined at ACE's sole discretion, either repair or replace the Products at no charge to the Purchaser or refund the Purchaser in the amount of the original invoice subject to paragraph 4 below. The Purchaser shall allow a reasonable period of time for the rectification.

- d. Upon receipt of a notice of defect within the stipulated period and only upon ACE's express request, the Purchaser shall promptly return the Products by the method designated by ACE either in the original packaging or equivalent packaging for verification. Upon return of the Products to the ACE, ACE shall have the right to re-inspect the Products claimed to be defective to determine the cause of such alleged defect before allowing or disallowing Purchaser's claim. All Products replaced or repaired by ACE under its warranty shall be replaced or repaired at ACE's sole cost and expense or ACE shall refund the Purchaser in the amount of the original invoice.
- e. Defects in parts of the Products shall not entitle the Purchaser to reject the entire delivery of the Products. Claims, if any, do not affect the Purchaser's obligation to pay the purchase price for the Products as agreed between ACE and the Purchaser. Upon receipt of a notice of defect, ACE is entitled to suspend all further deliveries until the claims are established to be unfounded and/or refuted or until the defect has been totally cured.

### 3. Warranty Exclusions

- a. To be valid, all claims under this warranty shall be made without undue delay from the appearance of the defect and in accordance with paragraph 2 above. Further, defects reported to ACE outside the warranty period referred to in paragraph 1 above are excluded from this warranty.
- b. This warranty is invalidated if the Products' original serial number has been removed, altered or defaced.
- c. This warranty may not include the cost of transportation of Products further than 100km from the original location it was purchased, as evidenced by the receipt/invoice or data collected by ACE at point of sale.
- d. This warranty does not cover software included in the Products which is not owned by ACE – including, but not limited to, third party operating systems, utilities, applications and other programs included in the Products or distributed by ACE as part of the Products.
- e. A Product shall not be considered defective if it is not interoperable or compatible with any third party software or hardware, network, accessories, external wiring or connectors or any other such items not supplied and authorised by ACE.
- f. ACE's responsibility to repair, replace or refund defective Products under this warranty does not cover defects caused by the following:
  - i. accidents, abuse, neglect or mechanical damage (e.g. shock, scratches, pressure or break points);
  - ii. transportation or removal or installation of the Products by the Purchaser;
  - iii. failure to carry out cleaning/care and periodic (preventive) check-ups/maintenance in accordance with the user manual, or failure to replace parts due to normal wear and tear;
  - iv. installation, use or maintenance contrary to the instructions/information in the installation guidelines, user manual, technical specification and equivalent documentation;
  - v. abnormal use of the Products, i.e. use in excess of any usage limitations set forth in the user manual (this includes, but is not limited to, commercial use of Products which are clearly not intended for commercial use);



- vi. actual or attempted repair, tampering, adjustment or modification by anyone other than ACE or Provider(s);
- vii. use of non-original replacement parts or consumables not manufactured, sold or approved by ACE;
- viii. use of, or connection of a Product to, any third party software or hardware, network, accessories, external wiring or connectors or any other such items not supplied and authorised by ACE;
- ix. normal depletion of consumable parts such as batteries unless failure has occurred due to a defect in materials or workmanship; or
- x. fire, flood/water, lightning or other acts of nature.

#### 4. Miscellaneous

- a. The remedies stated herein are Purchaser's sole and exclusive remedy in case of a defective Product. Any and all conditions, warranties and terms implied by statute or otherwise are hereby excluded to the maximum extent permitted by law.
- b. ACE reserves the right to amend these basic warranty terms at any time. Amendments, however, will only apply to Products purchased after the date of the amendments entering into force.
- c. If ACE is prevented from or hindered in performing its obligations under these basic warranty terms by reason of any cause beyond ACE's control (including without limitation, war, riot, accident, fire, strike, flood or other natural disaster, act of terrorism, general shortage of raw material, import or export restrictions or labour disputes), the time for performance shall be extended by a period equal to that during which the cause preventing or hindering the performance exists.
- d. With the exception of damages suffered as a result of ACE's gross negligence or wilful misconduct, ACE shall not be liable for any consequential, incidental or indirect loss or damage (including but not limited to loss of profit, turnover, business, data or goodwill) arising out of or in connection with this warranty.
- e. ACE shall not be liable for loss of any data howsoever caused.
- f. If any provision, or part of provision, of these basic warranty terms would be held by a court, arbitration tribunal or authority of competent jurisdiction to be invalid or unenforceable under applicable law, such provision shall be amended, modified or deleted to the extent necessary to comply with applicable law, and the remaining part of these basic warranty terms shall remain in full force and effect.
- g. These basic warranty terms are governed by Dutch law, excluding its conflict of law principles as well as the provisions of the "United Nations Convention of Agreements for the International Sale of Goods" as incorporated by national law.