

Terms and conditions of the Credit Contract

Glossary

- **ACE:** ACE Hybrid Energy Kenya Ltd. , hereinafter referred to as "ACE", a company incorporated and existing under the laws of Kenya.
 - **Customer:** The person who signed the Credit Contract of 18 years or older.
 - **Office Hours:** 8:00-17:00 Monday to Friday, except on public holidays.
 - **Reference Number:** Stove serial number, etched on the body of the customer's stove (e.g. KH 025 2345 ABC).
 - **Standard ACE One Package:** The standard ACE One Package consists of an ACE One Stove, Solar Panel and LED light.
 - **ACE Connect Package:** The ACE Connect Package consists of the Standard ACE One Package and includes a smartphone with accessories. Accessories may include a charging cable, screen protector, phone case and/or SIM card.
 - **The Package:** the Package as indicated in the Credit Contract, either the Standard ACE One Package or the ACE Connect Package, will hereinafter be referred to as the "Package".
 - **ACE Connect App:** The ACE Connect App is a smartphone application that provides the customer with insight into their loan status, provides access to special offers and information and logs/sends operational usage data.
1. **Contract & Waiver**
 - 1.1. The contract is effective from the date of signing.
 - 1.2. Contracts are legally binding and must be signed and dated by the customer who takes responsibility for the loan.
 - 1.3. The Client Waiver must be signed to agree that ACE can use photos that are taken of the customer at the sale for purposes of applying for a loan.
 - 1.4. The photos taken at sale will also be used for identification of the customer when needed for loan follow-up purposes.
 - 1.5. The customer is aware that ACE can generate carbon credits from their usage of the package, and is aware that these carbon credits are used to fund stove and/or fuel distribution. Therefore, they agree to cede any carbon credits from usage to ACE.
 - 1.6. ACE takes no responsibility or liability for any injury or accident with ACE products.
 2. **Commitments from ACE**
 - 2.1. ACE commits to explain the functions of the stove, the methods of payment and the contract in the best possible manner and clear communication with the customers in order to resolve inconsistent payment issues.
 - 2.2. ACE commits to being transparent about the pricing of the stove and makes the customer aware of additional costs including, but not limited to, repairs and delivery costs.
 - 2.3. ACE works hard to protect customers from fraud, but cannot be held responsible for cases of fraud against the customer by external parties.
 - 2.4. The ACE Customer Service team is available during office hours.
 - 2.4.1. Records may be kept of all communication with ACE.
 - 2.4.2. Although ACE is committed to helping to resolve any problems the customer may experience related to their products and services, ACE cannot commit to being able to solve any and all problems.
 - 2.5. ACE takes no responsibility or liability for any illegal activities involving ACE products, and may at any time assist authorities in accordance with any relevant laws of the country and in compliance with any relevant data privacy laws and the ACE Code of Ethics.
 3. **Warranty**
 - 3.1. ACE provides a two (2) year service provision on the Standard ACE One Package. This consists of a one (1) year factory warranty and an additional one (1) year of service, whereby the customer may be asked to pay for components replaced, but not for the service itself.
 - 3.2. Without limiting or amending any other terms and conditions set forth in this Agreement, ACE agrees to pass through to the customer any third-party warranty applicable to components contained within The Package.
 - 3.3. In case of damage caused by misuse or negligence by the customer, ACE may require the customers to pay for the repair or replacement.
 - 3.3.1. Before incurring costs for replacement or repair of parts on behalf of the customer, ACE seeks the customer's approval.
 - 3.3.2. In case the customer does not desire to pay and thus repair, this does not influence the obligations of the customer towards ACE in relation to the loan and other terms and conditions in this contract.
 4. **ACE Connect** (this clause is only applicable for the ACE Connect Package)
 - 4.1. The type and specifications of the smartphone included in the ACE Connect Package may differ. ACE ensures compatibility with the ACE Connect App. By signing the Credit Contract, the customer agrees that the Smartphone that is provided on the date of sale is acceptable as a part of the ACE Connect Package for the agreed price and Loan Schedule.
 - 4.2. The customer agrees that ACE may analyze and publish data from the ACE One gathered by the ACE Connect App for, amongst others, reporting and marketing.
 - 4.3. ACE will not share identifying details without the customer's permission.
 - 4.4. As long as the customer's loan is not paid in full, ACE maintains the right to operate management software on the Smartphone for the purposes of managing the customers loan, service and for recovery in case of default. This may include limitations in smartphone usage and location tracking.
 - 4.5. The stove contains a countdown timer and will automatically switch off when the credit goes to zero (0) days.
 - 4.5.1. Any tampering with or disconnecting stove parts in an attempt to activate the stove automatically deducts extra credit and cancels any Warranty.
 - 4.5.2. The ACE One countdown timer can at all times be synced to the Customer's actual credit by connecting a smartphone with the ACE Connect App logged in to the customer's user account and containing the latest payment information to update the stove.
 - 4.5.3. After a payment is made, the ACE One must be synced to ensure the most up-to-date records are recognized by the ACE One. If the ACE One is not synced, the ACE One will turn off, regardless of payments being made.
 - 4.6. It is the responsibility of the customer to make sure that they have access to their user profile in the ACE Connect App on a smartphone until the customer has fully repaid the loan and has ensured permanent activation of the stove.
 - 4.6.1. It is the customer's responsibility to ensure data is available for the ACE Connect App to sync, amongst others, the payment information to the phone to activate the stove and to update the application when needed.
 - 4.6.2. ACE may decide at its sole discretion to provide customers with data to cater for ACE Connect App usage, but is not obligated to do so and this does not in any way affect the customers obligations to ACE.
 - 4.6.3. In case of Late Payments, Days Remaining will go negative, meaning if a payment is delayed, these historical days still need to be paid for, before the devices can be activated again.
 5. **Repayments**
 - 5.1. Customers must be given a cash receipt each time a payment is made on the account. We encourage these receipts to be kept safely. Mobile payments can be confirmed by calling our customer relations department.
 - 5.2. ACE expects the customer to pay in full and on time as agreed in the Credit Contract. We encourage these receipts to be kept safely. Mobile payments can be confirmed by contacting our customer relations department.
 - 5.3. Deposits, fees and accrued payments are non-refundable.
 - 5.4. As long as the customer has an outstanding balance, all items delivered as part of the Package remain property of ACE, in its sole discretion, may support the customer in meeting their payment deadlines while being able to use the stove, by restructuring the loan and/or granting a grace period.
 - 5.5. In the event of a Customer defaulting on their repayments, ACE reserves the right to repossess the complete Package under contract law.
 - 5.5.1. In cases where a product is reclaimed, no refund will be given.
 - 5.5.2. In cases where ACE is unable to reclaim the full Package, ACE will take legal action against those who do not repay their loan after every effort has been made to create a plan that both parties can agree to.
 - 5.6. In the case of the death of the customer and with the presentation of an official death certificate, all remaining debt will be wiped clear for the Credit Contract signed by the deceased only.
 - 5.7. It is at ACE's sole discretion to reward customers for consistent repayments and no customer may withhold payments for services or rewards not rendered unless agreed upon by both parties in writing.
 - 5.8. Payments are preferably made through mobile money transfer to ACE.
 - 5.8.1. The customer has to include their Reference Number in the transaction. If this information is not sent with the transaction, ACE expects written notification (email or SMS) of the day and time of payment, the amount paid and any other evidence of payment within forty eight (48) hours in order to accept the payment. Without this payment information is lost.
 - 5.9. ACE advises to make timely payments to provide time for processing. ACE is not responsible for ACE One's that switch off due to administrative lag time.

For any questions on the full terms and conditions of this contract OR if you have any questions, concerns or issues with your ACE One, please contact our Customer Service team at **+254 707 160 969**.

ACE reserves the right to amend these policies at their sole discretion.