ACES ENERGY GENERAL TERMS AND CONDITIONS OF WARRANTY ON PRODUCTS.

1. SCOPE

ACES Energy BV or ACES Energy SP BV, hereafter stated as ACES, offers manufacturer's guarantee as described in this document.
The prerequisite for a warranty claim is a defect or a malfunction that affects the intended use of the battery is no longer possible or is disproportionately restricted.
The guarantee period is not extended due to the granting of Services under this guarantee, in particular not for replacement or repair. In this case, the guarantee period does not start again.
This warranty does not limit legal provisions of the customer and are valid for all ACES lithium batteries with a purchase date from 01/01/2018. Accessories, consumables and other accessories are excluded.
The geographical scope of guarantee protection is Europe-wide and place of jurisdiction is the Netherlands.

2. IDENTIFICATION

All batteries, chargers and inverters delivered are uniquely identified with a serial number printed on a label attached to the product.
If the label is not clearly readable or removed it causes loss of warranty on the product.

3. PERIOD OF WARRANTY FOR ACES PRODUCTS

- The warranty period of HP and HFA Series Lithium Batteries is 60 months months from the invoice date.
- The warranty period of HFPS and HFPE and HFX Series Lithium Batteries is 60 months from the invoice date.
- The warranty period of HFP and HFC Series Lithium Batteries is 36 months from the invoice date.
- The warranty period of custom designed LiFePO4 Batteries is 36 months from the invoice date.
- All other ACES products have 24 months of warranty from the invoice date.
- At the end of the above mentioned period, the warranty will automatically expire without any notice.
- The eventual repair or substitution does not extend the period of warranty.
- For distributors and OEM customers the warranty is extended for 3 months from the date of the invoice.

4. WARRANTY

Only manufacturing faults are covered by the warranty.
The warranty is limited to the original paid purchase price.
ACES liability under this guarantee is limited to the exchange, repair, reimbursement of the product.
The guarantor is solely responsible for the choice of an exchange, repair or reimbursement of costs.
Is this defective product no longer in the delivery program, so the guarantor reserves the right to replace it with a technically equivalent one from the current range.
Not covered by the warranty are listed below:

- Damages, defects or malfunctions caused by force majeure, like lightning, overvoltage, severe weather, flood, immersion, fire.
- Procedures described in the installation manual are not followed.
- Using the batteries or products outside the specifications and safety precautions as stated in the manual.
- Incorrect installation, commissioning or malfunction of other devices.
- Failures caused by Hardware or Software design of parts that are not designed under responsibility of ACES.
- Changes to and/or dismantling of the battery or product.

5. WARRANTY MANAGEMENT AND RETURN CONDITIONS

- As soon as a problem is noticed, ACES ENERGY must be informed within 7 days.
- Service requests should always be submitted via email to service(at)aces-energy.nl. Please include your contact details, the reason for the request, and the product's serial number in the email. Our service department will then contact you to assess whether the issue can be resolved remotely. If it is necessary to send the product to us for evaluation or repair, you will receive an RMA number from our service department along with clear instructions on how to return the product. Products returned without an RMA number will not be processed.
- Customers shall arrange the return of the products at their own expenses.
- Returned products will be checked in less than 10 labor days from their arrival at ACES.

- After analysis, repair or replacement they will be shipped back to the customer.
- Defective batteries or products arriving within the warranty period and excepted for warranty, will be repaired or replaced, and shipped back to the client under warranty.
- Return transport of the products; which are covered by warranty, ACES will arrange at its own expense to the customer of ACES (original purchaser of the ACES products). After mutual agreement, the product can be sent within the Netherlands to the end customer/user.

6. CHARGES IN CASE OF NO WARRANTY

In case of batteries or products returned are not defective or out of warranty, repair cost will be offered to the customer before repair.
If products have damage, are modified or opened by non-qualified persons no warranty can be granted.
The Analysis cost of 100 Euros is always invoiced to the customer.

7. TRANSPORT

The sender will be liable for the quality of the packaging.
ACES, will not be liable for damages on products during the shipping, following the shipment conditions at the expenses of the sender.
Transport damages at receival at ACES of returned products will be reported by ACES to the sender within 24 hours.
The carriage of lithium batteries is subject to special restrictions. For defective batteries special rules apply.
At delivery of the returned product by ACES, the customer shall immediately check on damages and make sure to make a written note to the transporter in case of damages.
All damages at delivery must be reported to ACES ENERGY within 24 hours after delivery.
ACES ENERGY is not liable for eventual direct or indirect damages to people or things by the damage of the product or caused by the improper use or transport of the product itself.

8. RETURN ADDRESS

ACES Energy
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7622 AP Borne
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Tel. +31 74 7857701