RETURN AND EXCHANGE POLICY

HOTPOINT APPLIANCES LIMITED

Effective Date: 1st September 2024

1. General Terms

This Return and Exchange Policy outlines the terms and conditions under which customers may return or exchange products purchased from Hotpoint retail stores or our online store. This policy applies to all products purchased from Hotpoint Appliances Limited unless otherwise specified.

2. Zero Refund Policy

- 2.1 Hotpoint Appliances Limited maintains a strict **Zero Refund Policy**. No cash refunds are offered for any returned products, regardless of the circumstances.
- 2.2 All eligible returns will be processed as exchanges for products of equal, higher, or lesser value according to this Policy.
- 2.3 Under this policy, customers should be aware that no cash refunds will be issued for returned products. Instead, once the returned item is inspected and accepted, a credit note will be issued. This credit note can be used to purchase a new item. If the new item is of higher value, the customer will need to pay the price difference. If the new item is of lower value, the customer can select additional items to fully utilize the credit note amount. For items of equal value, a direct exchange will occur without the need for a credit note.
- 2.4 The Zero Refund Policy will be prominently displayed at the point of sale, including on purchase receipts and in customer contracts, where necessary, ensuring customers have access to this information in writing.
- 2.5 Customers will also have access to a detailed copy of the Return and Exchange Policy, which includes the Zero Refund Policy, to ensure they can review and understand the full implications of their purchase decisions.

3. Exchange Policy

3.1 Exchange Eligibility

To be eligible for an exchange, products must meet the following criteria:

- i. Products must be returned within 7 days of the original purchase date.
- ii. Products must be in their original, unopened condition, complete with all accessories, packaging, and documentation.
- iii. Proof of purchase (original receipt or invoice) is required at the time of return.
- iv. Faulty products ("Out of Box Failure") must be reported within 24 hours of leaving the store or 24 hours from the delivery date.
- v. Exchanges on large appliances will only be considered if they have not been installed and remain in good, unused condition. Specifically, large appliances must be:
 - a) Uninstalled: The appliance must not have been connected or hooked up for use in any way, ensuring that it has not been subjected to wear or damage.
 - b) In Original Packaging: While we encourage customers to return products in their original packaging, we understand that this may not always be feasible, especially for large appliances. If the original packaging is not available, customers should ensure that products are returned securely packaged to prevent any damage during transit. Returns will still be accepted at our discretion based on the condition of the product.
 - c) Unused Condition: The appliance should be free of any visible signs of use, including scratches, dents, or functionality tests. The customer must ensure that the appliance is returned in a condition comparable to its original sale state to facilitate the exchange process. Any determination of that state will be made at the discretion of our team based on visual inspection and operational functionality upon return."

3.2 Exchange Process

The exchange process follows these steps:

i. Inspection:

a. The returned product will be inspected upon receipt to verify its condition.

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- b. If the product is found eligible for exchange, the customer will be notified promptly.
- **ii. Exchange:** If the product is eligible for exchange, the Customer will be offered a replacement product of equal, higher or lesser value.

iii. Price Difference:

- i. If the chosen replacement product has a lower value, no adjustment will be made, however to match the original purchase amount, the customer must select additional items to reach the equivalent total. If the chosen replacement product has a higher value, the customer must pay the difference in price.
- iv. Location: All exchanges must be conducted at one of our retail outlets located in Nairobi, Mombasa, Eldoret, or Kisumu. Exchanges will not be processed via our call center or other means.

4 Exclusions

The following products are not eligible for exchange:

- 4.1 Products that have been used, damaged, or altered in any way.
- 4.2 Products lacking original packaging or accessories.
- 4.3 Health products.
- 4.4 Products purchased from any of our clearance sales points.

5 Return Shipping

- 5.1 Customers are responsible for all shipping costs associated with safe return of products.
- 5.2 Hotpoint Appliances Limited will cover the shipping costs for replacement products.
- 5.3 Hotpoint Appliances Limited will cover the shipping and delivery costs for faulty products returned within the exchange period.

6 Terms and Conditions

- 6.1 This Policy applies to products purchased from Hotpoint Appliances Limited's retail stores, and our online store.
- 6.2 Hotpoint Appliances Limited reserves the right to modify this Policy at any time without prior notice, to the extent permitted by law.
- 6.3 For products purchased through our online store, additional terms and conditions may apply as outlined in our online Terms and Conditions.
- 6.4 By signing the delivery note, the Customer acknowledges receipt of the product in good condition and waives any claims related to product condition post-delivery.
- 6.5 Hotpoint Appliances Limited reserves the right to refuse exchanges if the conditions of this Policy are not met.
- 6.6 This Policy does not affect the customer's statutory rights; however, Hotpoint Appliances Limited expressly excludes cash refunds for returned products.
- 6.7 Hotpoint Appliances Limited reserves the right to enforce this policy and will not be liable for any legal action arising from its implementation.

7 Limitation of Liability

By adhering to this Policy, the Customer agrees that Hotpoint Appliances Limited shall not be held liable for any legal claims or damages arising from the enforcement of this Policy, except as required by law.

8 Communication of Policy

Key highlights of this Policy will be printed on all POS receipts. Customers are encouraged to visit our website www.hotpoint.co.ke for the full terms and conditions or contact our customer service department at 0800720404 for further assistance.

9 Disclaimer

By purchasing a product from Hotpoint Appliances Limited, the Customer agrees to the terms and conditions laid out in this Goods Return and Exchange Policy. This acceptance encompasses an understanding and agreement to our exchange-only policy and the associated terms outlined herein.

This Return and Exchange Policy is effective as of the date noted herein.