

Refund Policy

Enagic Africa Limited (Nigeria Branch)

Effective Date: October 03, 2025

Preamble:

This Refund Policy ("Policy") outlines the procedures and conditions under which Enagic Africa Limited, Nigeria Branch ("Enagic Africa," "We," "Us," or "Our"), a company duly registered under the laws of the Federal Republic of Nigeria, will process refunds for Enagic products purchased directly from us within Nigeria either via the company website or at the Branch office. This Policy is designed to be transparent, fair, and compliant with all applicable Nigerian laws, including but not limited to the Federal Competition and Consumer Protection Act, 2018 ("FCCPA"), the Sale of Goods Act, and relevant provisions of the Nigerian Constitution.

1. Purpose and Scope:

This Policy applies to all direct sales of Enagic products, including but not limited to Kangen Water Ionizers (LeveLuk series), Anespa DX, and other related Enagic products and accessories (collectively referred to as "Products"), made to individual consumers ("Customer," "You," or "Your") residing in Nigeria. This Policy does not apply to purchases made from independent Enagic distributors as that is completely outside our business operations, independent Enagic distributors operate under their own business terms and are governed by the Enagic Distributor Agreement. For purchases made from independent distributors, Customers should refer to the distributor's individual refund policy.

2. Guiding Principles:

This Policy is founded on the following principles:

- **Consumer Protection:** We are committed to upholding the rights of consumers as enshrined in the FCCPA and other relevant consumer protection laws in Nigeria.
- **Fairness and Transparency:** We will process refund requests fairly and transparently, providing clear and concise information to Customers.
- **Legal Compliance:** This Policy is structured to comply with all applicable Nigerian laws and regulations.
- **Customer Satisfaction:** We strive to ensure Customer satisfaction with our Products and services.
- **Honesty and Integrity:** We pledge to honour refund requests where they are rightfully due in accordance with the provision of the Nigeria Law.

3. Refund Eligibility:

A Customer may be eligible for a refund under the following circumstances, subject to the conditions outlined below:

- **Defective Products (Manufacturing Defects):** If a Product is found to be defective due to a manufacturing defect within the warranty period provided by Enagic, and the defect significantly impairs the Product's functionality, the Customer is eligible for a refund, repair, or replacement, as determined by Enagic Nigeria in accordance with the warranty terms and the FCCPA. Section 129 of the FCCPA provides redress on failure to comply with implied warrant on good that are supplied to consumer

- **Non-Conforming Products:** If the Product received does not conform to the description provided at the time of purchase, or if it differs significantly from the sample or model shown (if applicable), the Customer is eligible for a refund or replacement. Section 120 and 121 of the **FCCPA** talks about the Product matching the description and sample respectively.
- **Delivery of Wrong Product:** If the Customer receives a Product different from the one ordered, they are eligible for a full refund or replacement.
- **Cooling-Off Period (Limited Circumstances):** Under the **FCCPA**, consumers have a limited right to cancel certain types of contracts within a specific period (the “cooling-off period”). While Enagic sales typically involve face-to-face interactions and detailed product demonstrations or display on the website, which may limit the applicability of the full cooling-off period, we will consider refund requests made within 7 days of the purchase date, provided the Product is unused, in its original packaging, and with all accessories and documentation intact. This provision is made out of good faith to ensure customer satisfaction. However, we reserve the right to deny the refund if the product has been used or damaged in any way.
- **Breach of Warranty:** If Enagic Nigeria fails to honour the terms of the warranty provided with the Product, the Customer may be eligible for a refund, repair, or replacement, as determined by Enagic Nigeria. Section 133 of the **FCCPA** explains in detail how a consumers warranty right may be applied.
- **Product Unavailability After Payment:** If, after the Customer has made payment for a Product, Enagic Africa is unable to deliver the Product within a reasonable timeframe (as communicated to the Customer at the time of purchase or subsequently), due to unforeseen circumstances such as stock unavailability or logistical issues, the Customer is eligible for a full refund.

4. Conditions for Refund:

The following conditions must be met for a refund request to be considered:

- **Proof of Purchase:** The Customer must provide a valid proof of purchase, such as an original sales receipt, invoice, or order confirmation. Section 133 of the **FCCPA**, requires a supplier of goods or services to keep a record of transaction.
- **Notification Period:** The Customer must notify Enagic Africa (Nigeria Branch) of their intention to request a refund within a reasonable timeframe from the date of purchase or the date the issue arose (e.g., discovery of a defect). The specific timeframe will vary depending on the nature of the issue, as detailed below:
 - **Defective Products:** Notification must be made within the warranty period specified for the Product.
 - **Non-Conforming Products/Delivery of Wrong Product:** Notification must be made within 14 days of receiving the Product.
 - **Cooling-Off Period:** Notification must be made within 7 days of the purchase date.
 - **Product Unavailability After Payment:** Notification must be made within a reasonable timeframe after being informed of the product's unavailability.
 - **Product Condition:** The Product must be returned in the following condition:

- **Unused Products (Cooling-Off Period):** The Product must be unused, undamaged, and in its original packaging, with all accessories and documentation intact.
- **Defective Products:** The Product must be returned with all original accessories and documentation. While the Product may be used to the extent necessary to identify the defect, it should be returned in a reasonably clean condition.
- **Non-Conforming Products/Delivery of Wrong Product:** The Product must be returned in its original condition, with all accessories and documentation intact.
- **Return Authorization:** The Customer must obtain a Return Authorization Number (**RAN**) from Enagic Africa (Nigeria Branch) before returning the Product.
- **Return Shipping:** The cost of return shipping may be the responsibility of either the Customer or Enagic Africa (Nigeria Branch), depending on the reason for the return, as detailed below:
 - ❖ **Defective Products/Delivery of Wrong Product:** Enagic Africa (Nigeria Branch) will bear the cost of return shipping.
 - ❖ **Non-Conforming Products:** Enagic Africa (Nigeria Branch) will bear the cost of return shipping.
 - ❖ **Cooling-Off Period:** The Customer will bear the cost of return shipping.
 - ❖ **Inspection:** Upon receiving the returned Product, Enagic Africa (Nigeria Branch) will inspect it to verify the defect or non-conformity.
 - ❖ **Compliance with Laws:** The products must be fit for purpose for which it was purchased in accordance with Section 120 to 125 of the **FCCPA**.

5. Refund Procedure:

The following procedure must be followed to request a refund:

Step 1: Notification: The Customer must notify Enagic Africa (Nigeria Branch) of their intention to request a refund by contacting our Customer Service Department via phone, email, or in person at our Nigeria branch address. The Customer must provide their proof of purchase and a detailed explanation of the reason for the refund request.

Step 2: Return Authorization: If the refund request is deemed potentially eligible, Enagic Nigeria will issue a Return Authorization Number (**RAN**) and provide instructions for returning the Product.

Step 3: Product Return: The Customer must carefully package the Product for return, including all accessories and documentation. The **RAN** must be clearly marked on the outside of the package. The Product must be returned to the address provided by Enagic Nigeria.

Step 4: Inspection and Verification: Upon receiving the returned Product, Enagic Africa (Nigeria Branch) will inspect it to verify the defect or non-conformity. We may require additional information or documentation from the Customer to support the refund request.

Step 5: Refund Decision: After inspection and verification, Enagic Nigeria will make a decision regarding the refund request. The Customer will be notified of the decision in writing.

Step 6: Refund Processing: If the refund request is approved, Enagic Nigeria will process the refund within a reasonable timeframe, typically within 14 business days. The refund will be

issued using the same method of payment used for the original purchase, unless otherwise agreed upon.

6. Refund Amount:

The refund amount will be determined as follows:

Full Refund: A full refund will be issued in the following circumstances:

- Defective Products (irreparable)
- Delivery of Wrong Product
- Product Unavailability After Payment
- Approved Cooling-Off Period requests

Partial Refund: A partial refund may be issued in the following circumstances:

- Defective Products (where the defect does not significantly impair the Product's functionality, and the Customer agrees to keep the Product with a reduced price).
- Non-Conforming Products (where the non-conformity is minor, and the Customer agrees to keep the Product with a reduced price).

Deductions: Enagic Africa (Nigeria Branch) reserves the right to deduct the following from the refund amount:

- **Shipping Costs (Cooling-Off Period):** The original shipping costs (if any) may be deducted from the refund amount for Cooling-Off Period requests.
- **Restocking Fee (Limited Circumstances):** In limited circumstances, a reasonable restocking fee may be charged for Cooling-Off Period requests if the Product is not returned in its original, pristine condition. The restocking fee will be clearly communicated to the Customer before processing the refund.
- **Damages/Missing Items:** If the product is damaged or items are missing due to negligence of the customer, the customer may have to pay a fee to amend this default in accordance with Section 131 of the FCCPA.

7. Exclusions:

The following circumstances are excluded from this Refund Policy:

- **Damage Due to Misuse or Neglect:** Damage to the Product caused by misuse, neglect, improper installation, or failure to follow the instructions in the user manual.
- **Normal Wear and Tear:** Normal wear and tear of the Product.
- **Unauthorized Repairs:** Repairs or modifications to the Product performed by unauthorized service personnel.
- **Products Purchased from Unauthorized Retailers:** Products purchased from unauthorized retailers or distributors.
- **Products Used for Commercial Purposes:** Products that are used for commercial gains or commercial purposes.
- **Dissatisfaction with Water Taste:** Dissatisfaction with the taste of the water produced by the Kangen Water Ionizer is subjective and is not a valid reason for a refund, provided the machine is functioning properly and producing water within the specified parameters.

- **Circumstances Beyond Our Control:** Enagic Africa (Nigeria Branch) will not be liable for delays or failures in processing refunds due to circumstances beyond our reasonable control, such as natural disasters, strikes, or government regulations.
- **Consequential Damages:**** Enagic Nigeria shall not be liable for any indirect, incidental, special, or consequential damages arising out of the use or inability to use the product, even if Enagic Nigeria has been advised of the possibility of such damages. This limitation applies to the fullest extent permitted by applicable law.

8. Dispute Resolution:

In the event of a dispute regarding a refund request, the Customer and Enagic Africa (Nigeria Branch) will attempt to resolve the dispute amicably through negotiation and mediation. If a resolution cannot be reached, either party may refer the dispute to the Federal Competition and Consumer Protection Commission (**FCCPC**) for resolution, as provided for under the **FCCPA**. Alternatively, either party may pursue legal action in a court of competent jurisdiction in Ikeja, Lagos Nigeria in accordance with the provision of section 46 of the Nigeria constitution which gives right to fair hearing.

9. Limitation of Liability:

To the fullest extent permitted by applicable law, Enagic Africa (Nigeria Branch) liability for any claim arising out of or relating to this Refund Policy or the purchase of Enagic Products shall be limited to the purchase price of the Product.

10. Amendments to this Policy:

Enagic Africa (Nigeria Branch) reserves the right to amend this Policy at any time without prior notice. The revised Policy will be posted on our website and will be effective immediately upon posting. Customers are encouraged to review this Policy periodically for any changes.

11. Governing Law:

This Refund Policy shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Section 17 of the constitution provides for the protection of right to purchase good and services.

12. Severability:

If any provision of this Refund Policy is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

13. Waiver:

No waiver of any provision of this Refund Policy shall be effective unless in writing and signed by an authorized representative of Enagic Africa (Nigeria Branch).

14. Force Majeure:

Enagic Africa (Nigeria Branch) shall not be liable for any failure to perform its obligations under this Refund Policy if such failure is caused by a force majeure event, including but not limited to acts of God, war, terrorism, strikes, lockouts, or governmental regulations.

15. Contact Information:

For any questions or concerns regarding this Refund Policy, please contact our Sales/Customer Service Department:

Enagic Africa Limited, Nigeria Branch 18 Olutoye Crescent, off Adeniyi Jones, Ogba, Ikeja 101233, Lagos; Phone: [Insert Phone Number] +2348131846095; Email: sales@enagic.ng; Website: www.enagic.ng .

16. Acknowledgment:

By purchasing Enagic Products from Enagic Africa (Nigeria Branch), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Refund Policy.

Important Legal Considerations and References to Nigerian Law:

This Policy has been drafted with careful consideration of the following Nigerian laws and regulations:

- **Federal Competition and Consumer Protection Act, 2018 (FCCPA):** This is the primary legislation governing consumer protection in Nigeria. Key provisions relevant to this Refund Policy include:
- **Section 120-128:** Deals with implied warranties and guarantees regarding the quality, fitness for purpose, and conformity of goods. Our refund policy reflects our commitment to honouring these implied warranties.
- **Section 129:** Provides redress for failure to comply with implied warranty.
- **Section 131:** Concerns with product defect liability.
- **Section 133:** Relating to keeping record of transaction
- **Sections 138-146:** Address unfair business practices, misleading advertising, and other deceptive conduct, all of which we are committed to avoiding.
- **Section 46 of the constitution:** Which gives right to fair hearing.
- **Sale of Goods Act:** This Act governs the sale of goods in Nigeria and addresses issues such as ownership, delivery, and remedies for breach of contract.
- **Nigerian Constitution (Section 17):** Enshrines fundamental rights, including the right to acquire and own property, which includes the right to purchase goods and services.
- **Consumer Rights Awareness Campaign:** We commit to conducting consumer rights awareness campaigns to educate customers about their rights under Nigerian law and this Refund Policy. This is in line with the **FCCPA's** mandate to promote consumer education.

This Refund Policy is intended to provide a comprehensive and legally sound framework for processing refunds for Enagic Products in Nigeria. We are committed to upholding the rights of consumers and complying with all applicable laws and regulations. It is important to note that the interpretation and application of laws can change, and on that note, this policy shall be reviewed periodically to ensure continued compliance.

Disclaimer: This Refund Policy is for informational purposes only and does not constitute legal advice. Customers are advised to consult with a legal professional for specific legal advice regarding their rights and obligations under Nigerian law.

Purchaser Signature and date