



ACER LIMITED WARRANTY AGREEMENT

Warranty Length/Type

1 Year Limited: Parts & Labor

This agreement (“agreement”) is between the original purchaser (“you”) and the Acer America Corporation (“Acer”) and applies to Acer branded products (“products”) and services purchased in the U.S. or Canada. This limited warranty is valid only in the U.S. and Canada. This limited warranty extends only to you, the original purchaser, and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the product from you. This limited warranty does not cover software or non-Acer branded products (e.g., printers, scanners, etc.). The term of this limited warranty (the “limited warranty period”) is identified in the reference table included with this agreement (“warranty reference table”) and shall apply to all products with the exception of lamps purchased with projectors. If you have bought a projector, the lamp is warranted for a period of ninety (90) days. If you have purchased a product that includes a rechargeable battery, Acer warrants that the battery will be free from defects in material and workmanship for the shorter of (a) the period set forth in the warranty reference table or (b) one (1) year from the date of purchase of the product that uses the battery. As with all batteries, the maximum capacity of the battery included in the product will decrease with time or use. The battery warranty does not cover changes in battery capacity. Your battery is only warranted from defects in materials or workmanship resulting in failure. Battery life will vary depending on the product configuration and usage, including, but not limited to the product model, applications running, power management settings, and product features. The limited warranty period starts from the date of purchase.

Product Limited Warranty. Acer warrants that its products will be free from defects in materials and workmanship for the limited warranty period. During the limited warranty period, Acer will, at its option: (i) provide replacement parts necessary to repair the product; (ii) repair the product or replace it with a comparable product; Replacement parts and products will be new or serviceable used, comparable in function and performance to the original part or product.

Software Support for Operating System Software. Acer is not the manufacturer of the software or operating system and does not guarantee that software or operating systems will be free from errors, either in isolation or in combination with hardware. For your product, Acer will assist the original purchaser with (i) installation of any operating system software purchased from Acer; (ii) configuration of the operating system software; (iii) setup of the operating system software; and (iv) troubleshooting issues associated with the operating system software.

Limitations and Exclusions.

This Acer limited warranty does not cover:

Installation or repair of antenna systems outside of the product;

Damages caused by misuse, abuse, accidents, fire, theft, disappearance, misplacement, fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage, viruses, malware, reckless, willful, or intentional conduct;

Damages caused by usage that is not in accordance with product instructions or user manuals, failure to follow the product instructions or user manuals, or failure to perform cleaning or preventive maintenance;

Damage caused by a product or part that has been modified to alter functionality or capability;

Damages caused by the combination of Acer branded products with other non-Acer branded products, accessories, parts or components, including SIM cards or memory cards, or use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors, which damage this product or result in service problems;

Signal issues, reception problems and distortion-related to noise, echo, interference or other signal transmission and delivery problems;

Results of normal usage, such as gradual image degradation, uneven screen aging, burned-in images, and pixel failure within designed specifications, or that do not materially alter the products functionality;

Any equipment or components that were not included in your product as originally sold to you;

Loss of data;

Normal wear and tear;

Minor imperfections that meet design specifications;

Cosmetic damage or exterior finish that does not affect functionality, including, but not limited to, scratched or cracked displays;

External speakers, keyboards and mice;

A product that requires modification or adaptation to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of products damaged

by these modifications.

Any warranty applicable to software, including operating systems, or non-acer branded products is provided by the original manufacturer.

Implied Warranties. Except to the extent prohibited by applicable law, any implied warranty of merchantability, fitness for a particular purpose, and noninfringement is limited in duration to the duration of this warranty.

Limitation of liability. Acer shall not be liable for any incidental or consequential damages for breach of any express or implied warranty. Acer is not liable to you for events beyond Acer's control, such as acts of God, viruses, property damage, loss of use, lost data or other consequential, punitive, or special damages, howsoever caused, whether for breach of warranty, tort, including negligence, strict liability, or otherwise. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This agreement gives you specific legal rights, and you may have other rights, which vary from state to state, jurisdiction to jurisdiction, or province to province.

General

This agreement may not be modified, altered, or amended without the written agreement of Acer which specifically states that the writing is intended to modify, alter or amend this agreement. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by Acer. If any term of this agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This agreement shall be governed by the laws of the state of Texas, without regard to conflicts of laws rules.

For Residents of Canada:

This agreement is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement, or which may prohibit the application of any provision or stipulation herein. To the extent that any stipulation or provision is so prohibited it: i) shall be construed as if it had been omitted from this agreement; (ii) will not affect the legality, validity, or enforceability of that provision in any other jurisdiction; and (iii) the remaining terms and provisions of this agreement shall remain in full force and effect. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained herein, for residents of Quebec, British Columbia, and Ontario.

CERTIFICATE OF ACER WARRANTY FOR LATIN AMERICA

Warranty Length/Type: 1-Year Limited

The Acer brand product purchased from Acer is covered under a one (1) year limited warranty granted by Acer against any defects in manufacture, functionality, materials, or workmanship under normal use during the warranty period.

Terms and Conditions of the Acer Warranty

Acer warrants its products for one (1) year, commencing on the date of purchase. During the warranty period, Acer will repair or replace defective parts with original parts.

Software Warranty

The preinstalled original software has a ninety (90) day warranty period from the date of purchase of the Acer product. During this period, the software will be reinstalled to its original factory configuration.

In the event of a defective hard drive for desktops and notebooks, the hard drive will be replaced and the software will be reinstalled to its original factory configuration by using the recovery disk (CD) or media.

Peripheral Accessories

Only peripheral accessories manufactured by Acer or that form a part of an Acer unit are covered under this limited warranty. Peripheral accessories include only the keyboard and mouse.

Warranty for Repaired Parts

All replacement parts have a ninety (90) day warranty. Once the replacement part has been installed in the Acer product, it is covered by the greater corresponding warranty, in other words, the 90-day parts warranty or the remainder of the limited warranty period of the product. If the replacement part is installed in a product that is not an Acer brand product or in a unit that is out of warranty, the replacement part's warranty will be limited to ninety (90) days.

Transfer of Warranty

The Acer limited warranty is not transferable with the product to anyone who subsequently purchases, leases, or acquires the product from the original purchaser. The limited warranty period will begin at the time the product is purchased by the original purchaser.

Conditions

This limited warranty covers:

The Acer brand product from the time of purchase and will only be valid in the country in which it was purchased. In the case of notebooks, it also covers the original battery supplied by the manufacturer for one (1) year.

In the event that, at Acer's discretion, it may not be possible to repair the product, Acer is committed within the warranty period to replace the product for another Acer product of equal characteristics, whether new or refurbished.

This warranty is not valid in the following cases:

When the serial number of the product has been damaged, altered, or erased.

When the failure is due to misuse, or failure to use the product in accordance with the user's manual that accompanies the product.

When there has been a previous attempt to repair.

When the product has received any accidental or intentional physical damage, or has been exposed to harmful elements such as water, acid, fire, weather, fluctuations in voltage, or any other similar damage.

Any equipment, parts, or software that were not included in your product as originally sold to you. In these cases, any applicable warranty is provided by the original manufacturer.

When the product has been altered.

Failures due to reconfiguration of software and other applications not included in the original product. Under no circumstance is Acer responsible for any loss of information or data of the end user due to hardware or software issues.

When the product has been exposed to a virus.

Replacement parts that are subjected to normal wear and tear due to use (e.g. battery, plastics, keyboard, etc.)

The battery life depends on the use and configuration, including but not limited to: product model, applications in use, power manager configuration, and accessories attached to the computer.

The battery is guaranteed against manufacturing flaws and defects. The battery warranty does not cover the reduction of its charge and retention capacities.

Minor defects in the LCD Display. It is considered that the defect on the display is minor when the number of the defective pixels per million is less than four (4), as well as when the defective pixels in the display's central area is no more than one (1). It is agreed that the display's central area consists of the rectangular area at the center of the display that is determined by dividing the display into 9 equal rectangles by two

vertical lines and two horizontal lines.