

*acer*  
*care plus*

Corporate



ACER PREMIUM SERVICE PACKAGE

## THE “ACER PREMIUM SERVICE PACKAGE”

**Dear Customer ,**

Thank you for purchasing an Acer product. The Acer Premium Service Package (the “Plan”) is an extended warranty coverage which supplements the general warranty conditions, as stated in the “Limited Product Warranty” leaflet included in the box containing your new product. The “Limited Product Warranty” is an integral part of the Plan and continues to apply in full with all the limitations and exclusions indicated and described therein. Kindly read those before registering for the Plan.

## TERMS AND CONDITION OF THE SERVICES

### ELIGIBILITY

To be eligible for this Plan, you must

- Have purchased an Acer branded Notebook, Chromebook, Tablet, wholly or mainly for purposes which are within your trade, business, craft or profession, i.e. you are not a consumer;
- Have attained the age of majority in your country of residence (in general at least 18 years of age) in case you are a natural person;
- Have purchased an Acer product in the EU, Norway, Switzerland, South Africa or the UK, you will be entitled to the service, in the country where the product was purchased. You may claim the service through the nearest Acer Authorized Repair Center; and
- Register the plan within 90 days after purchase of your Acer product. You can register directly for the ‘the Plan’ at <https://careplus.acer.com/> using the Code and Password provided. Alternatively if you have ordered a “no booklet” option you will need to follow the instruction provided.

### SERVICE CONDITIONS

The Plan is a contract between you and Acer. All warranty and service periods, covered by the Plan, start from the date indicated on the Acer product’s invoice and/or proof of purchase regardless of the Plan’s purchase date. In the event that the product’s invoice and/or proof of purchase is not provided, Acer may, at its sole discretion, accept the registration, taking the product’s date of manufacture as the product’s purchase date.

### SERVICE EXCLUSIONS AND LIMITATIONS

The service coverage pursuant to the Plan will not extend to any repairs or replacement on the products found to be damaged due to misuse, negligence, intent, deliberate or malicious misconduct of any description by the customer or any third party, incorrect maintenance work, work or alterations to the product carried out by the customer or unauthorized third parties, or transportation in inadequate packaging.

The Plan does not cover faults deriving from viruses, or system conflicts caused by the installation of drivers or peripheral products, or loss of data for any reason whatsoever.

The battery is not included in the Plan, it remains subject to the warranty coverage as set forth in the Limited product Warranty. The exclusions and limitations described above apply only to this Plan; the terms of the Limited product Warranty are not affected hereby.

Following registration of the Plan offered by Acer’s company as set forth in the invoice and/or product purchase documentation that was supplied to you by Acer, you will be entitled to one or more of the Services described below (Available Services) depending on the Plan you have purchased. The Services will be specified in the confirmation email, you will receive following registration.

## AVAILABLE SERVICES

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| <b>Product support</b>                                     | The Plan includes access to Acer contact centre at standard telephone rates and on-line technical support. You can call your Acer local contact centre during normal business hours or access Acer dedicated websites for product information and technical support.   |
| <b>Priority repair with Senior Technician</b>              | <p>Acer will ensure a prompt repair service in the unlikely event that your product is defective. Typically Acer will repair your product within an average of three working days counted from the date when your claim has been accepted by us to the date of confirmed dispatch. Your product will be treated with priority and top quality services among which but not restricted to:</p> <ul style="list-style-type: none"> <li>• diagnosis and repair performed by our most senior technicians, ensuring rapid and qualitative repair, and</li> <li>• customer call back, where deemed necessary or beneficial.</li> </ul>   |
| <b>Equipment protection (Fixed Repair Fee)<sup>1</sup></b> | <p>In the event that a part or a component of your product fails to function properly due to a single external, unforeseeable and unstoppable accident that can be seen without dismantling the product while in normal intended use and limited exclusively to:</p> <ul style="list-style-type: none"> <li>• spilling drinks on the product, or</li> <li>• bumping or dropping the product from heights of up to 1 (one) metre (further – the “Failure” or “failure”).</li> </ul> <p>Acer may offer a repair of the product against discounted fixed repair fee for the duration of the Plan under the terms and conditions specified herein provided that the following cumulative conditions are met:</p> <ul style="list-style-type: none"> <li>• the failure to the product doesn't fall under any exclusion or limitation specified in the terms and conditions</li> <li>• the customer claimed Equipment Protection service within 30 days of becoming aware of the accident; and</li> <li>• the customer's claim is accepted by Acer in order to qualify for the service.</li> </ul> <p>Acer will communicate to you the amount of the fixed repair fee in the confirmation email you receive following registration for the Plan. The fixed repair fee is offered on the basis that you return the product to an authorised service centre at your cost and risk, and that Acer returns the repaired product at its cost and risk. This service can only be requested one (1) time in each of the validity years of the Plan.</p> |
| <b>Warranty period extension</b>                           | Customer are able to extend their original product warranty period from one to five years under the same terms and conditions as stated in the “Limited Product Warranty”.   |

<sup>1</sup> Equipment Protection (Fixed Repair Fee) is offered as a service by Acer. Acer is insured, as the exclusive beneficiary of the insurance policy, by SEYNA INSURANCE registered in France RCS Nanterre 843 974 635 under the French supervisory authority (ACPR)

## EQUIPMENT PROTECTION (FIXED REPAIR FEE) - Terms and Conditions.

1. The definition of Equipment Protection (Fixed Repair Fee) is exhaustive and no other product failure will be considered to fall within the Equipment Protection. All other expressed or implied warranties, including the implied warranty of merchant ability and fitness for a particular purpose, are hereby disclaimed.
2. Exclusions:

Any event excluded or limited according to the terms and conditions of "ACER PREMIUM SERVICE PACKAGE" or "Limited Product Warranty".

- Any failure that occurred before the effective date of the Plan.
- Any failure occurring during transportation when the product is delivered to the customer by Acer Authorized Repair Center.
- Loss, missing items or unexplained disappearances of the product.
- Failure in which the customer cannot provide the damaged product.
- Failure of internal origin, such as malfunctions or computer viruses.
- Failures arising during or in consequence of fire, lightning, earthquake, volcanic eruption and subterranean fire, hailstone, storm, tempest or other acts of God or atmospheric conditions, landslide, riot strike or malicious damage, terrorism, any theft howsoever caused including one consequent upon actual forcible and violent entry/exit or any attempt thereof, hold up/armed robbery, war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, civil commotion, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any Government or by any public, municipal or local authority, nuclear reaction, nuclear radiation or radioactive contamination, pressure wave caused by aircraft and other aerial products travelling at sonic or supersonic speeds are excluded.
- Failure resulting from seizure, requisitioning, confiscation, embargo or sequestration, destruction by order of a government or public authority.
- Failures covered by:
  - the manufacturer's statutory warranty, or
  - cover provided by the manufacturer under a warranty extension
- Any adverse occurrence other than the failure of the product covered by the Equipment Protection.
- Any adverse occurrence by a user who did not have permission from the customer to use the product.
- Any reconditioned or second-hand product.
- Nicks, flaking, scratches, stains or punctures, defects in plastic, and more generally, damage to the external parts of the product which does not stop it working properly.
- Failure limited to the power supply batteries, antenna, power cables or cables that connect products together, and more generally, accessories, peripherals, or any interchangeable component which does not require the product to be opened up.

### 3. Limitations:

Acer will decide whether the failure is qualified for Equipment Protection (Fixed Repair Fee) on receipt of the Product. Acer will then consider whether entering into the repair service contract on these Plan's terms and conditions. Assuming Acer decides to proceed, the repair service contract on these Plan's terms and conditions will be concluded between Acer and the customer on the date when Acer provide the customer with a confirmation of the repair service contract by e-mail, including a copy of the repair service contract. Acer may at its absolute discretion decide not entering into repair service contract on these Plan's terms and conditions, for example, due to abnormal increase in return. In such case, please refer to your local Acer contact centre for available repair offer.

The Plan repair service includes exclusively repairing or replacing hardware parts and components, and may include resetting of the operating system and reconfiguring according to the hardware installed at the time of purchase of the Product, if necessary. The repair does not include data recovery services, and any data stored by you or any software installed after the purchase of the product on the product may become permanently inaccessible to you.

## IN THE EVENT OF A FAULT WITH YOUR ACER PRODUCT

Acer recommends you to consult the user's manual, consult its websites and contact its contact centres for support.

## ACER AUTHORISED SERVICE CENTRES

For problems that cannot be resolved remotely, details of authorized service centres may be found on the Acer website or provide through the Acer contact centre.

## PRODUCT SHIPMENT

If you need to ship your Acer product, please pack it with the original material and include in the box a copy of your Plan's certificate, together with a description of the fault.

In case the original packing material is not available we recommend you:

- a. Use a solid carton of suitable dimensions to hold your product.
- b. Wrap the equipment in layers of bubble wrap until a minimum thickness of 6 cm per side is created, and fix them with some tape.
- c. Put the wrapped product in the box and fill any empty space with more bubble wrap. Finally, label the carton as indicated by the contact centre operator.

## PERSONAL DATA

Any personal data provided by you via electronic form or otherwise for the Plan shall be processed and used by Acer exclusively to process your participation in the Plan or whatever other use you might authorize during online registration process. Acer will handle your personal data in accordance with applicable data protection laws and regulations. Further information on Acer's privacy policy can be found on the Acer websites.

**These terms and conditions shall be subject to English law, excluding the Convention on the International Sale of Goods and rules on conflicts of law. Any dispute arising from or in connection with these terms and conditions shall be submitted to the exclusive jurisdiction of the competent court in England and Wales.**