



REQUEST FOR PROPOSALS:

Computing Equipment and Related Technology Products,
Services, and Solutions

RFP #:

COG-2160

ISSUED BY:

The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:

November 8, 2024

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Form**
- ☒ **Proposal Form 15 FEMA Funding Requirements Certification Form**
- ☒ **Proposal Form 16: Arizona Contractor Requirements**
- ☒ **Proposal Form 17: New Jersey Requirements**
- ☒ **Proposal Form 18: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 19: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 20: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Acer America Corporation	
1.1.2. Corporate Street Address:	1730 North First St #40; San Jose, CA 95112-4642	
1.1.3. Website:	www.acer.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	In 1976, Stan Shih, his wife Carolyn Yeh, and five others founded the company as “Multitech” in Hsinchu City, Taiwan. The company started with \$25,000 in capital and 11 employees. It was primarily a distributor of electronic parts and a consultant on microprocessor technologies. Acer America was formed in 1984 to distribute Acer branded products in the United States, acquired Gateway in 2007 and Packard Bell in 2008. In 2015, Acer completed its second public offering, raising US\$180 million. In 2011, Acer acquired iGware for US\$320 million to invest in cloud technology. As of September 2022, Acer was the fifth largest PC vendor by unit sales. In Q3/2024 Acer was ranked #1 in the globally in Chromebooks primarily sold into the US K-12 Market. Acer is a multinational hardware and electronics corporation that produces a variety of products, including desktops, monitors, smart devices, Chromebooks, tablets, servers, storage devices, VR devices, displays, smartphones and gaming accessories.	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Name:	Jennifer Wadland
	Title:	VP US Commercial Sales
	Phone:	781-789-8029
	E-Mail Address:	Jennifer.Wadland@acer.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Name:	Jennifer Wadland
	Title:	VP US Commercial Sales
	Phone:	781-789-8029
	E-Mail Address:	Jennifer.Wadland@acer.com

1.2. Financial Strength & Legal Considerations	
1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: If the information disclosed in your response is considered “Trade Secret” as defined in Ohio Revised Code, Respondents may mark the information as a “Trade Secret” and the response will be redacted from any future use of the RFP response.	“Acer Reports FY2023 Net Income of NT\$4.93 Billion and Announces NT\$1.6 Cash Dividend Per Share.” TAIPEI (March 14, 2024) Acer Inc. (TWSE: 2353) announced today its financial results for the fourth quarter of 2023 and fiscal 2023 ended December 31. In the fourth quarter, Acer reported consolidated revenues of NT\$63.15 billion, gross profits of NT\$6.91 billion with 10.9% margin, operating income of NT\$1.39 billion with 2.2% margin, and net income ^[1] of NT\$1.02 billion with earning-per-share (EPS) of NT\$0.34. For the full year of 2023, consolidated revenues reached NT\$241.31 billion, gross profits of NT\$25.82 billion with 10.7% margin, operating income was NT\$4.23 billion with 1.8% margin, and net income ^[1] was NT\$4.93 billion with earning-per-share (EPS) of NT\$1.64. Acer’s computer and display business has returned to the right track of profitability and seasonality while inventory is under control. The company is optimistic about the business opportunities that artificial intelligence brings and considers Generative AI to become a megatrend in 2024 and beyond. Acer’s strategy to build multiple business engines continued to make progress. Three subsidiaries went public during 2023 to reach a total of 12 public subsidiaries by year end. Businesses other than computers and displays contributed 42.8% of the operating income in 2023. The Board has approved a cash dividend of NT\$1.6 per share, based on ex-dividend record date of June 26 for distribution on July 25. The annual shareholders’ meeting will be held on May 31, 2024, at the Aspire Resort in Taoyuan. [1] Net income is reported as profit-after-tax in Acer’s financial statements Note: For 2024 Third Quarter Earnings, see attached file: <i>Acer_Financials_Q3_2024.pdf</i>
1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	None

1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	Litigation (excluding small claims matters) Eireog Innovations Ltd. v. Acer Inc et al (Patent Infringement, ongoing); X1 Discovery, Inc. v. Acer Inc. et al (Patent Infringement, ongoing); Mesa Digital LLC v. Acer America Corporation (Patent Infringement, ongoing); In re Section 301 Cases (US Court of International Trade) (Class action, ongoing); Acer America Corporation v. Smith Admundsen (Attorney malpractice; Closed); Stewart v. Acer America Corporation et al (Class action against Acer suppliers; Closed); Staymobile v. Acer America Corporation (Bankruptcy preference action; Closed); McCall v. Acer America Corporation (Class action; Closed); Volinsky v. Acer America Corporation (Class action; Closed) ;Sacred Heart/Catholic Mutual Relief Society of America v. Acer America Corporation (Property damage; Closed); Nightmist IP LLC v. Acer America Corporation (Patent; Closed); Monument Peak Ventures, LLC v. Acer Inc. et al (Patent; Closed); Redwood Technologies, LLC v. Acer Inc. et al (Patent; Closed); Wiesblatt Licensing LLC v. Acer America Corporation (Patent; Closed); Sovereign Peak Ventures, LLC v. Acer Inc. et al (Patent; Closed); VideoLabs, Inc. v. Acer Inc. et al (Patent; Closed); Acer, Inc. v. Volkswagen Group of America, Inc. et al (Patent; Closed); Future Link Systems, LLC v. Acer Inc. et al (Patent; Closed); Koninklijke KPN N.V. v. Acer Inc. et al (Patent; Closed); (ITC) Certain Barcode Scanners, Mobile Computers With Barcode Scanning Capabilities, Scan Engines, And Components Thereof; Inv. No. 337-TA-1285 (Patent; Closed); (ITC) Certain Electronic Devices, Semiconductor Devices, and Components Thereof; Inv. No. 337-TA-1340 (Patent; Closed); Certain Integrated Circuit Products and Devices Containing the Same 337-TA-1295 (Patent; Closed). Note: Additional details are available upon request.
1.3. Industry Qualifications	
1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Acer Inc. confirms its role as the Original Equipment Manufacturer (OEM), while also collaborating with third-party hardware and software providers. Acer designs and manufactures a comprehensive range of Purpose-Built Chromebooks and Windows Systems for K-12 Education, as well as desktops, laptops, all-in-one computers, gaming products and accessories. With a global presence, Acer Inc. operates a substantial global manufacturing network, primarily outsourcing production. It has 12 major final assembly suppliers located in China, with additional production centers across various Asian countries, including Taiwan, Malaysia, India, Thailand, Vietnam, the Philippines, Japan, and Singapore. Acer has also established smaller manufacturing footprints in Europe (Hungary) and South America (Brazil).

	Acer America Corporation is the U. S. subsidiary of Acer, Inc., and the distributor of Acer Inc. products in the United States.
1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.	N/A
1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers. NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u>	Acer America relies on an extensive network of authorized resellers and service providers to deliver comprehensive coverage across the nation. This network includes major direct market accounts (DMAR) such as CDW and SHI, alongside smaller, regionally focused partners like Arey Jones and Vivacity. These partnerships enable Acer to maintain a robust presence nationwide. Acer Equalis partners are required to complete specialized training to fully understand contract requirements, fee schedules, and reporting obligations. Additionally, partners must submit for contract pricing, enhancing visibility and ensuring accurate reporting. Support for partners and customers is provided by a dedicated team, including nine Territory Sales Managers, a Customer Success Team of four, and an Inside Sales Organization with six members. Post-sales and technical assistance are handled by the Premier Service Team based in Temple, Texas, ensuring seamless engineering and support services for customers. This collaborative framework underscores Acer's commitment to delivering exceptional service and fostering strong partner relationships.
1.3.4. <i>Network Relationship.</i> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?	Acer collaborates with top-tier distribution partners to ensure reliable, in-stock availability across all product lines. Resellers purchase directly from distribution partners such as D&H, Ingram Micro, and TD Synnex. These distributors, with strategically located warehouses nationwide, guarantee robust product availability and seamless access to Acer's extensive portfolio. This streamlined distribution network empowers resellers to meet customer demands efficiently.
1.3.5. <i>Industry Experience.</i> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was	Acer was founded in 1976, pioneering the use of microprocessor technology. The company expanded its business in 1986 by introducing a 32-bit PC and launched its first notebook in 1990. Through strategic ventures, acquisitions, and advancements in manufacturing, Acer has established itself as a trusted provider of technology

generated from these products and services?	solutions for various sectors, including state and local governments. Acer America's primary focus is K-12 education and is a market leader in purpose-built systems for students and teachers. Acer collaborates extensively with Google, leading in project volume among ALL U.S. manufacturers. The company holds the top spot with Google for Chromebook Plus devices. Chromebooks dominate approximately 60% of the K-12 education market. Depending on the quarter, Acer consistently ranks between #1 - #3 in Chromebook sales nationwide. Each year, Acer delivers approximately 1.5 million Chromebooks and 200,000 Windows devices to the education sector, reinforcing its commitment to supporting digital learning and innovation in schools. Eighty percent (80%) of Acer America's Commercial Revenue is attributed to sales in education year-over-year.
1.3.6. Geographic Reach. Describe your company's current service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	Acer America has an extensive network of authorized dealers and resellers in every state across the United States, including partnerships with CDW, SHI and Vivacity. Acer ensures broad national coverage through this robust reseller network, supported by its top-tier distribution channels and strategic partnerships. In addition, Acer maintains 3,000 service and repair centers, 30,000 authenticated service engineers having an annual repair capacity for 5,000,000 units.
1.3.7. Socio-economically Disadvantaged Business Engagement. Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.	☒ Yes, Acer actively partners with numerous minority-owned and woman-owned businesses across the United States. These include prominent organizations like SHI, which has a nationwide reach, demonstrating Acer's commitment to fostering diversity and inclusion in its authorized reseller network. ☐ No
1.3.8. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?	Facilities ISO 14001 Certified Acer verifies that its facilities are ISO 14001 certified. Acer employs the ISO 14001 Environmental Management Systems international standard to establish standard procedures for environmental management at each operating location and continuously maintains valid certifications. In 2019, the bulk of Acer's Taiwanese business units passed the new ISO 14001:2015 Environmental Management System review, continuing to receive third party certification. Other subsidiaries that have introduced ISO environmental management systems have similarly passed ISO 14001:2015 review.

NOTE: Provide copies of any of the certificates or licenses included in your response in **Proposal Form 5 - Certifications and Licenses.**

Acer is also compliant with **ISO 27017** and **ISO 27018 cloud security standards**. With the rise of information security incidents and cyberattacks, security management is becoming increasingly critical. **ISO 27001 is an information security management standard**, which covers confidentiality, integrity, and availability. Receiving certification means that the enterprise has established a systematic management system for information security. The process of achieving this certification has helped Acer to refine its security management processes.

In compliance with this RFP section a file with the following **ISO Certifications** is included with Acer's submission:

- [ISO 14064-1 GHG Protocol Verification Opinion \(2023\)](#)
- [ISO 14064-1 Verification Statement \(2023\)](#)
- [ISO 14064-1 Verification Statement \(2022\)](#)
- [ISO 14064-1 Verification Statement \(2021\)](#)
- [ISO 27001 Certificate](#)
- [ISO 9001 Certificate](#)
- [ISO 50001 Certificate](#)

EPEAT® Acer only provides **applicable Electronic Product Environmental Assessment Tool (EPEAT)** registered series level products and any third-party product offerings of EPEAT registered series level devices that fall within the EPEAT registered Computer & Displays and Imaging Equipment categories of products under the Master Agreement as allowed per the scope of the contract. Acer agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration.

Acer maintains more than 370 products that are EPEAT certified. Acer's list of EPEAT products is included with this response. (See Note 3)

NOTE 1: All **ISO Certifications** are available through this [link](https://www.acer.com/sustainability/en/download). <<https://www.acer.com/sustainability/en/download>> A complete list with copies of all current ISO Certifications is attached with this submission. Complete reports associate with each Certification are available upon request.

Note 2: Acer America Corporation maintains active state recycling programs in 26 states with a list included with this RFP submission.

Note 3: Acer is proud to be a certified participant in the **EPEAT®** program.

EPEAT® is the premier global ecolabel for electronics and technology products. As a Type 1 ecolabel managed by the Global Electronics Council, EPEAT is based on criteria that evolve as sustainability evolves – measuring the social and environmental impacts of products from extraction to end of life.

1.4. Public Sector Experience	
1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts	Acer holds several significant state and cooperative contracts in the U.S., including its partnership through NASPO ValuePoint , awarded in 2023, which provides IT hardware, peripherals, and related services under Master Agreement No. 23002 (Year 1 YTD revenue is \$5M). Acer also holds the State Contract in Massachusetts directly (Revenue \$3M). Acer works with partners on several contracts including the State of Mississippi, State of North Carolina, Texas DIR Contract, Sourcewell . Acer sales through other contracts and agreements are developed and monitored by our channel partners.
1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	Acer America's Commercial Business accounts for approximately 40% of Acer's North American revenue. Within this, the K-12 division dominates, contributing around 80% of the commercial segment's revenue, equating to \$500 million annually. This includes the sale of 1.5 million Chromebooks, 200,000 Windows devices, and 10,000 gaming devices each year. Acer is laser focused on the K-12 Market. Acer is dedicated to enhancing K-12 education by providing reliable, affordable, and easy-to-use technology solutions. With a comprehensive lineup of devices, including over 15 Chromebook models, 10 Windows Models. Acer has shipped approximately 15 million Chromebooks to U.S. schools since 2015. Its commitment to education is supported by tailored software solutions and exceptional after-sales service. Acer's strong customer retention rate of 94% in the K-12 sector reflects the success of its products and robust support, making it a trusted partner in shaping the future of learning.
1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	Acer has seen growth over the last 3-5 years in the Government Sector both State and Local and Federal. Acer's growth has specifically been with its vast line of displays. Acer is now manufacturing TAA Compliant Displays. In addition, many Acer products are designed to pass U.S. Military Standards • Compliant with stringent U.S. Military Standard (MIL-STD 810G) testing, ensures extreme reliability and durability. Acer Chromebooks feature a highly robust design that endured rigorous testing to meet the demanding U.S. MIL-STD 810G military standard, also known as the "military spec" or "MIL-SPEC". Acer revenue attributed to government business represents 1% with \$250,000 per year.

1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include: - Customer contact person and their title, telephone number, and email address; - A brief description of the products and services provided by your company; - Customer relationship starting and ending dates; and, - Notes or other pertinent information relating to the customer and/or the products and services your company provided.	• Howard County Public Schools, Lynn Ho, IT Director; (410) 313-6600; lynn_ho@hcpss.org Installed base 50,000 units (2015); long-term spending. • Milwaukee Public Schools, Nancy Becker, Manager School Tech Support; (414) 473-8000; beckernc@milwaukee.k12.wi.us Current; Business relationship started in 2015. Current install base of 90,000 with Acer as the Chrome Standard at Milwaukee Public Schools. • NYC Department of Education, Alex Horwatt, IT Director; (718) 935-2000; ahorwatt@schools.nyc.gov; Current install base of 500,000 units. Customer since 2015 with ongoing purchases. • Elkgrove Unified School District (CA); Todd Barber, IT Director/Manager; (916) 686-7710; tabarber@egusd.net; Acer install base of 90,000 units in 2015 and continues as a customer. • Arcadia Unified School District (CA); Scott Bramley, IT Director; (626) 821-6609; sbramley@ausd.net Installed base 10,000 Chromebooks (2014). • Belton Unified School District (TX); Shad McGaha, IT Director; (254) 215-4357 or Rachel Starnes, Dir of IS; Shad.mcgaha@bisd.net Chromebook base (2015). • Clay County School District (FL); Harold Smith, IT Manager; (904) 336-6500; Harold.smith@myoneclay.net; Chromebook base set up (2022).
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2. Products & Services

2.1. PRODUCTS & SERVICES

2.1.1. Product & Service Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal. Your response may include, but is not limited to, information related to your proposal's offering, 3rd party products or services, differentiators, manufacturing capabilities & advantages, warranty, channel partner capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.	• Chromebook/Chromebox: Acer emerged as a market share leader in Chromebooks in 2014 with our C7 chrome product line. Since this time, Acer has created a full lineup of products geared to the education market designed to stand up to the rigorous demands of students. Our strength is our breadth of product, durability, and service options designed with the needs of education and the public sector. Acer doesn't believe in a one size fits all approach as school requirements will vary from school to school. • Acer Travelmate Line: TravelMate notebooks are equipped with a Windows® professional operating system, powered by the latest Intel® Core™ processors, and feature ample storage and memory to meet power users' demands. TravelMate notebooks are subjected to stringent reliability testing, and some meets select Military Standards. Also, Acer DASP (Disk Anti-Shock Protection) absorbs shocks to help protect the hard drive, while DustDefender helps prevent internal dust buildup. Security features incorporated into TravelMate notebooks can include a fingerprint reader, Intel® vPro™ technology, and TPM (Trusted Platform
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<u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.	Module) technology. These help to safeguard valuable data. Travelmate systems have a long-life cycle, are built to withstand years of constant use, and undergo rigorous reliability testing. • Acer Veriton Line: Veriton desktops are equipped with a Windows® professional operating system powered by the latest Intel® processors. IT professionals will appreciate the many Veriton features, including built-in reliability, maximum manageability, plentiful ports, and ample storage and memory. Veriton systems offer small form factor, mini-tower, tower, AIO form factors for the utmost flexibility. Veriton systems have a long-life cycle, are built to withstand years of constant use, and undergo rigorous reliability testing. • Display: As a leader in the display market for many years, Acer offers screen sizes 19" and larger, several different configurations per screen size depending on requirements and mounting preferences. • Accessories: Acer offers a full line of docks, cases, and notebook carts as well as power adapters, supplies, etc.
2.1.2. Value-Add or Additional Offering. Please include any additional products and services your organization offers but is not included in the scope of this solicitation and will enhance and add value to this contract's participating agencies.	Through our Temple TX Service Facility Acer offers customers White Glove Service, Asset Tagging, and deployment services.
2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventory products. NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u>	Acer does not offer open market products.
2.1.4. Product Life Cycle Management. Provide a description of any takeback, recycling, and trade-in programs.	Through our third-party providers Acer offers a "Green Recycling" Program. This involves collection of units or mail back programs.
2.1.5. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this	Acer warranty documents are included as attachments, standard warranty documents can also be downloaded from our support website – https://www.acer.com/us-en/support/warranty/limited-warranty.

document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal</u>.	Acer provides full product support via our 800-number Premier Service Organization. • Premier Support geared specifically to our Education Customers is instrumental in helping teachers, students, schools, and educational institutions prevent technical issues from disrupting the learning process. Acer also offers Educare – a comprehensive service portfolio that is specifically designed to meet the needs of the education market. Premier support is US-based support. Calls are answered within 15 seconds, and engineering staff is available to handle unique requirements. This is a no charge for educators and government customers. Acer also provides Premium Customer Services. • This includes an introductory “Welcome” call, the ability to order and purchase spare parts, and assistance with system and warranty registration. Unique warranty options are available for purchase with all Customer Services calls offering less than 6 minutes call resolution. • FREE Shipping to and from the repair depot for Chrome Repairs along with ASP and Self Maintenance Programs. <i>Note: Warranty prices are identified in Acer’s price book and provided in the pricing schedule</i>
2.1.6. Industries Standards. Describe how your products and services conform to applicable industry standards and required specifications.	Acer is a leader in the K-12 market, known for pioneering advancements with new processors and rugged, durable designs specifically built to withstand the challenges of middle school environments. Acer's products meet the necessary industry standards and specifications, ensuring they are reliable and suitable for educational settings. For example--- Acer was the first to launch the new Alderlake processors in 2023, the first to launch twin lake processors in 2025, the first touch Chromebook for students, the first Chrome Tablet for Education. Acer was also the first to make key design changes—including milspec, daughter board for key ports to lower repair rates.
<u>3. Business Operations</u>	
3.1.1. Logistics	
3.1.2. Locations; Distribution & Shipping Capabilities. Describe how supplier proposes to distribute the products/services in Respondent’s defined geographic reach.	Acer utilizes a vast network of large distribution partners with warehousing capabilities across the U.S., ensuring delivery to most locations within a week. Our partner network, including DMARs and Accelerate VARs (Platinum, Gold, Silver), covers the entire country with no gaps in coverage. Products are shipped directly from our factories to distribution partners or through our hubs in Chicago and LA. We strategically plan shipments in Q1 to align with school

Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.	buying cycles in Q2 and Q3, ensuring timely product availability for educational institutions.
3.2. Customer Service	
3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.	Acer offers customized services via our Partners. Customer support will be provided by the Acer Premier Support team. The team will be contacted via phone support with a PIN, chat, and email. US-based level 2 technical and administrative support is provided with an average speed to answer of 15 seconds. The team assists with warranty registration, setting up repairs (in warranty and out of warranty), and spare part purchasing. If a warranty repair is needed the Premier team will assist in setting up the repair by creating a case. When the unit is received in the repair depot, the average repair turnaround could range from 7-10 calendar days. Premier Support geared specifically to our Education Customers is instrumental in helping teachers, students, schools, and educational institutions prevent technical issues from disrupting the learning process. Acer also offers Educare - a comprehensive service portfolio that is specifically designed to meet the needs of the education market. Premier support is US based support, calls are answered within 15 seconds, and engineering resources are available on staff to support unique requirements. • FREE shipping is offered to and from the repair depot for Chrome Repairs along with ASP and Self Maintenance Programs.
3.3. Customer Set Up; Order & Invoice Processing; Payment	
3.3.1. Proposal Development, Order, and Invoice Process. Describe your company's proposal development, order, and invoice process.	Educational institutions or state agencies can place orders through an Acer Authorized Partner, who will receive contract pricing from Acer. The partner will then secure the product via Acer's distribution network, including major partners such as Ingram Micro, TD Synnex, and D&H. Depending on the services selected, customers can expect delivery within 1-2 weeks. The entire ordering process is streamlined through an automated EDI feed, ensuring efficiency and accuracy. This seamless process supports quick fulfillment, allowing institutions to receive the necessary products and services in a timely manner. The

	partner will invoice the end-user for the product once the product ships.
3.3.2. <i>Financing.</i> Does your company offer any financing services? If yes, describe the financing options available to Members.	Acer Financial offers flexible leasing and financing solutions to schools, allowing them to access necessary equipment and technology with affordable payment plans. Their offerings are tailored to accommodate the unique needs of educational institutions, such as leasing options for hardware, which include options for both new acquisitions and upgrades. This enables schools to manage their budgets more effectively while providing students and educators with the tools needed for success. They offer solutions that are especially beneficial for managing the lifecycle of educational technology.
4. <u>PRICING</u>	
4.1. Cost Proposal	
4.1.1. <i>Pricing Model.</i> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	Acer will streamline its product pricing structure by offering a fixed discount percentage off the list price for each product category, ensuring consistency across all products within a product family. (example—All Student Chrome -X%) This streamlined approach includes the entire category to maintain simplicity. Acer will publish the list price, and distributors will automatically feed pricing data via EDI to the partner. Partners will then apply for special pricing, which is tracked in Acer's CRM system and will be linked to the Equalis Contract. Depending on the size of the opportunity, Acer will ensure that the partner receives a price equal to or better than the standard offer. This process ensures efficiency and transparent pricing for both partners and customers. Pricing can be easily auditable via the price book as each category will have the same percentage off list. Additionally, we will self-audit via our reporting team on a monthly basis to ensure the partner is offering the correct price.
4.1.2. <i>Auditable.</i> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	The price list is a published list to all partners and distributors. Pricing can be easily auditable via the price book as each category will have the same percentage off list. The bids team will review each special pricing request and note the requirements in the communication to the partner. Additionally, we will self-audit via our reporting team on a monthly basis to ensure the partner is offering the correct price. Acer is fully committed to ensuring accurate and timely reporting across all contract vehicles. To achieve this, Acer

	has a dedicated full-time reporter responsible for providing monthly updates. Additionally, Acer will implement a structured contract process to ensure all sales are reported consistently. As part of this process, each partner will be required to sign a reseller agreement. This agreement mandates monthly reporting and payment of fees. Non-compliance will result in termination from the contract to maintain accountability and performance standards. Furthermore, Acer leverages its advanced special pricing system integrated with our CRM, enabling robust tracking and reporting capabilities. This ensures a seamless and transparent process for managing partner performance and contract compliance.
4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent's cost proposal.	The prices offered in your Cost Proposal are: ☐ lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☒ equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☐ higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments. ☐ not applicable. Please explain below.
	Click or tap here to enter text.
4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	Acer will further offer customer volume discounts depending on the size of the opportunity.
4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how freight, shipping, and delivery costs are calculated.	The partner adds the shipping cost to the end-user invoice. This is at the partners discretion.
4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items or Sourced Goods. NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u>	N/A

4.1.7. Total Cost of Acquisition. Identify any components from the total cost of acquisition that are **NOT** included in the Cost Proposal. This would include all additional charges that are not directly identified as freight or shipping. For example, permitting, installation, set up, mandatory training, site work, or initial inspection may be required but not initially considered in the Cost Proposal. Identify any parties that impose such costs and their relationship to the Respondent.

Beyond the product, any services the customer requests (white glove, asset tagging) and freight—there are no additional costs.

5. GO-TO-MARKET STRATEGY

5.1. Respondent Organizational Structure & Staffing of Relationship

5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

***Indicate who the primary contact will be if it is not the Sales Leader.

Executive Contact: Jennifer Wadland,
jennifer.wadland@acer.com

Contract Manager & Reporting Contact: Shelby Kent,
c.shelby.kent@acer.com

Sales Leader: Jennifer Wadland,
jennifer.wadland@acer.com

Marketing Contact: Nidhi Tassone,
nidhi.tassone@acer.com

5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.



Outside Sales Territories

- West Territory
- South-Central Territory
- Midwest Territory
- Southeast Territory
- Ohio Valley Territory
- Mid-Atlantic Territory
- Northeast Territory
- Customer Success Account Managers (2)

Inside Sales

- Reseller Support

5.2. Contract Implementation Strategy & Expectations	
5.2.1. Contract Expectation. What are your company's expectations in the event of a contract award?	Acer plans to strategically leverage the Equalis contract to expand its reach within the K-12 sector, working closely with the Equalis team to grow its footprint. While we do not have as many contracts as some of our competitors in this space, this gives Equalis a significant advantage with Acer's sales team. By utilizing this contract, we aim to capitalize on large competitive opportunities, which represent the majority of our business. Our focus is on the top 500 -1000 school districts nationwide, where we have already seen considerable success. Leveraging the Equalis contract will simplify the purchasing process for our customers, making it easier for them to access Acer's products and services.
5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; and the time frames in which this will be completed.	Acer is a recognized leader in the K-12 education sector, pioneering the Chrome OS experience with innovative, feature-rich products for the K-12 Market. As the first manufacturer to launch purpose-built K-12 Chromebooks, Acer continues to lead with the Chromebook Plus and the largest portfolio of Google projects. In addition, Acer offers student purpose build durable Windows Systems for Students and robust Teacher Systems. Focused on K-12 development, Acer US is dedicated to supporting educational institutions with cutting-edge solutions. With a remarkable 94% customer retention rate, Acer's success is driven by low failure rates, unmatched customer service, and a comprehensive product offering tailored to meet the unique needs of schools and students. Unlike other manufacturers, Acer holds very few contracts directly. Leveraging contracts is extremely important in the K-12 Market, allowing customers an easier path to purchase. Acer's implementation and marketing methodology includes: • Displaying contract information prominently on Acer education /public sector websites • Training the sales team on program logistics, how to sell, and the advantages to the customer • Producing training webcasts for participating subcontractors /partners • Announcing program participation on Acer Channel Alerts • Sending announcement emails and purchasing information to all internal education/public sector clients in Acer's CRM. • Including a link to purchasing information in weekly email communications to education/public sector clients • Running customer acquisition campaigns targeting demographic education/public sector entities through email and banner campaigns

	• Running customer acquisition campaigns through partner entities selling to public sector clients via email • Promoting the program at education and public sector trade shows where Acer participates • Ongoing sales follow-up via phone and email to current customers based on responsiveness indicators (e.g., email opens or website visits) • Sales follow-up via phone and email to new customers based on responsiveness indicators (e.g., email opens or website visits) Acer Internal Contract Support: • Communicate contract requirements internally • Determine rules of engagement and assign responsibility roles • Establish contacts at each partner and sign reseller agreements with each partner • Social media announcement and collaborative efforts on award • Establish eligibility requirements with partners • Sign participation agreements with each partner to ensure contract compliance • Train reporting team on contract requirements. First-year Acer Partner Training: • Communicate contract terms and conditions, pricing calculator, and published price file • Train partners and set clear expectations • Establish partner qualifiers and sales minimums • Review contract requirements with authorized partners • Conduct training via webinars for partners, sales representatives, and product managers • Joint roadshows to promote/train where applicable • Provide marketing collateral for partners • Onsite visits from Account Managers to evangelize the contract • Ongoing customer education and information through webinars and calls • Trade shows, events, and virtual events • Business intelligence tools to help partners uncover opportunities • Email campaigns to the entire database Ongoing Partner Training Process (Scheduled Throughout the Year) Ongoing training, marketing collateral, presentations, and onsite visits for Q&A • Partners will have access to the Acer Information Center website, marketing materials, and processes for obtaining quotes/orders • A dedicated bid-desk will assist partners in ensuring timely, accurate, and compliant quotes
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	• Develop and execute a customized marketing plan, including email blasts and collateral marketing materials • Monthly contract reviews with contracts team • Monthly and quarterly status calls with participating partners • Ongoing calls with partners to revise strategy Partner Rollout In addition to Acer's sales teams, we intend to multiply customer adoption of the contract through our extensive partner community. Acer will vet, select, and onboard qualified partners with the necessary certifications and specializations to sell and support Acer's offerings. Acer will work closely with these partners, providing marketing support and requiring demand generation activities to promote the awarded contract.
5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?	Year 1: \$10M - \$25M Year 2: \$25M - \$30M Year 3: \$30M - \$50M Year 5: \$50M+
6. <u>ADMIN FEE & REPORTING</u>	
6.1. Administration Fee & Reporting	
6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing products and services through the Master Agreement. In some categories, a flat fee or another fee structure may be acceptable. Please provide your proposed Administrative Fee percentage or structure. NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.	

6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	Acer is fully committed to ensuring accurate and timely reporting across all contract vehicles. To achieve this, Acer has a dedicated full-time reporter responsible for providing monthly updates as required. Additionally, Acer will implement a structured contract process to ensure all sales are reported consistently by the 15th of each month. As part of this process, each Acer partner will be required to sign a reseller agreement. This agreement mandates monthly reporting and payment of fees. Non-compliance will result in termination from the contract to maintain accountability and performance standards. Furthermore, Acer leverages its advanced special pricing system integrated with our CRM, enabling robust tracking and reporting capabilities. This ensures a seamless and transparent process for managing partner performance and contract compliance.
6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.	Acer is committed to checking every report on a monthly basis to ensure the pricing is in line with proposed contract pricing. Additionally, Acer will from time-to-time request updates on specific opportunities that have been flagged as Equalis bid price in our CRM.

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")

Respondent certifies that this firm is a SBE or DBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐ Yes ☒ No

List certifying agency: [Click or tap here to enter text.](#)

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PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Facilities ISO 14001 Certified

Cloud Security Standards ISO 27017 & ISO 27018

Information Security Management Standard ISO 27001

EPEAT Registered Equipment

ISO 14064-1_WBCSD/WRI GHG Protocol Greenhouse Gas Verification (2023)

ISO 14064-1 (2023)

ISO 14064-1 (2022)

ISO 14064-1 (2021)

ISO 27001 Info Security Management System Taiwan

ISO 9001 Customer Service, Repair, Support, Management

ISO 50001:2018 Design, Sales, Marketing, Service of ICT

Business Tax Certificate, City of San Jose, CA #0352921210

Note: Copies of all above documents are included in a separate file with this submission.

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PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

☐ Yes

☒ No

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PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. None

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. None

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PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☒ **Yes**

☐ **No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response: **Acer Resellers supporting the EQUALIS Contract are listed below.**

EQUALIS Resellers List					
Company	State	Exclusions	Name	Email	Email 2
Howard Technology Solution	All	CA	Brandey Boyd	bboyd@howard.com	-
Connection	All		Samantha Jarok	samantha.jarok@connection.com	rick.wood@connection.com
Vivacity Tech	All		Beth Rogness	contracts@vivacitytech.com	-
OETC	All		Stephen Yamada	syamada@oetc.org	-
Staples	All		Michael Mayberry	Michael.Mayberry@Staples.com	-
SHI International	All		Katie Grennan	Katie_Grennan@SHI.com	Amelia_Jakubczyk@shi.com
OmniPro LLC	All	WA	Roshan Silva	roshan@omniprollc.com	-
CDW Government. LLC	ALL		Yadira Parra	yadira.parra@cdwg.com	nelsnar@cdw.com
Bluum USA Inc	All	CA	Shalane Wick, primarily use contracts email	contracts@bluum.com	shalane.wick@bluum.com
Camcor	All		Rodney Bailey	jrbailey@camcor.com	mdickerson@camcor.com

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Jennifer Wadland, hereby certify and affirm that Acer America Corporation, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Jennifer Wadland, hereby certify and affirm that Acer America Corporation, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Jennifer Wadland, hereby certify and affirm that Acer America Corporation, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

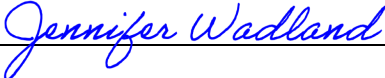
AND

I, Jennifer Wadland, hereby certify and affirm that Acer America Corporation either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Jennifer Wadland, hereby affirm that this proposal accurately represents the capabilities and qualifications of Acer America Corporation, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature: 

Printed Name: Jennifer Wadland

Company Name: Acer America Corporation

Mailing Address: 1730 North First St #400, San Jose, CA
95112-4642

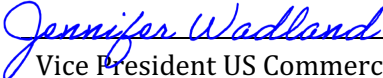
Email Address: Jennifer.Wadland@Acer.com

Job Title: Vice President US Commercial Sales

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PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	Jennifer Wadland
Mailing Address:	1730 North First St #400
	San Jose, CA 95112-4642
Signature	
Title of Signatory:	Vice President US Commercial Sales

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PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Nga Ly, Chief Financial Officer

Date:

December 11, 2024

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PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

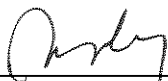
2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:



Nga Ly, Chief Financial Officer

Date:

December 11, 2024

(The rest of this page is intentionally left blank)

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

(The rest of this page is intentionally left blank)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner’s acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

5. *Contract Work Hours and Safety Standards Act*

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

6. *Right to Inventions Made Under a Contract or Agreement*

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

7. *Clean Air Act and Federal Water Pollution Control Act*

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

8. *Debarment and Suspension*

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp.

p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Respondent agree? *JW*

(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency

regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Respondent agree? *JW*

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Jennifer Wadland

Printed Name: Jennifer Wadland

Company Name: Acer America Corporation

Mailing Address: 1730 North First St #400, San Jose, CA 95112-4642

Job Title: Vice President US Commercial Sales

(The rest of this page is intentionally left blank)

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	☒ Yes
	☐ No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All Respondents submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding Respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? JM

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? JW

(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? JW

(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? JW

(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? JW

(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? JW

(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? JW

(Initials of Authorized Representative)

7. ***Affirmative Socioeconomic Steps***

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? JW

(Initials of Authorized Representative)

8. ***License and Delivery of Works Subject to Copyright and Data Rights***

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? JW

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Jennifer Wadland

Printed Name: Jennifer Wadland

Company Name: Acer America Corporation

Mailing Address: 1730 North First St #400, San Jose, CA 95112-4642

Job Title: Vice President US Commercial Sales

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies in the State of Arizona?	☒	Yes
	☐	No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state

or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Respondent agree? JW

(Initials of Authorized Representative)

Date: 12/10/2024

(The rest of this page is intentionally left blank)

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	☒ Yes
	☐ No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Acer America Corporation

Street: 1730 North First Street Suite 400

City, State, Zip Code: San Jose CA 95112

Complete as appropriate:

I, Click or tap here to enter text. , certify that I am the sole owner of Click or tap here to enter text, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, Click or tap here to enter text, a partner in Click or tap here to enter text, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Nga Ly, an authorized representative of Acer America Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

Note: Acer America Corporation is a 100% owned subsidiary of Acer, Inc. No individual holds 10% or more of Acer, Inc.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name
NONE

Address

Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:



Nga Ly, Chief Financial Officer

Date:

December 11, 2024

(The rest of this page is intentionally left blank)

B. Non-Collusion Affidavit

Respondent Name: Acer America Corporation

Street Address: 1730 North First Street Suite 400

City, State Zip: San Jose CA 95112

State of California

County of Santa Clara

I, Nga Ly of the City of San Jose in the County of Santa Clara, State of California of full age, being duly sworn according to law on my oath depose and say that:

I am the Chief Financial Officer of the firm of Acer America Corporation the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized
signature:

Job Title:



Chief Financial Officer

On December 11, 2024, before me, Elaine Tam personally appeared Nga Ly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

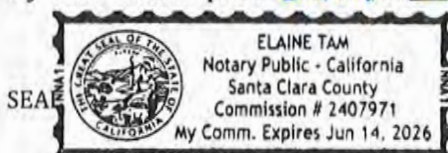
Subscribed and sworn before me

this 11th day of December, 2024



Notary Public of California

My commission expires Jun 14, 2026



C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: Acer America Corporation
Street Address: 1730 North First Street Suite 400
City, State, Zip Code: San Jose CA 95112

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

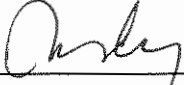
3. A complete Affirmative Action Employee Information Report (AA302) SEE ATTACHED FORM. PLEASE NOTE FORM AA302 HAS BEEN SIGNED, BUT HAS NOT BEEN SUBMITTED FOR FILING. IT WILL BE SUBMITTED FOR FILING UPON NOTIFICATION OF AN AWARD.

Public Work – Over \$50,000 Total Project Cost:

☒ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: 

Title of Signatory: Nga Ly

Date: Chief Financial Officer

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during

employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

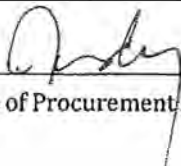
Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Nga Ly, Chief Financial Officer

(The rest of this page is intentionally left blank)

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (<https://www.nj.gov/dca/divisions/dlgs/resources/lfns 2006.html>).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <https://www.state.nj.us/dca/divisions/dlgs/programs/pay 2 play.html> They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

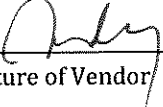
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Acer America Corporation		
Address:	1730 North First Street Suite 400		
City:	San Jose	State:CA	Zip:95112

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Nga Ly	Chief Financial Officer
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

☐ Check here if the information is continued on subsequent page(s)

Page ____ of ____

[illegible]

Page | 53

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: NONE

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

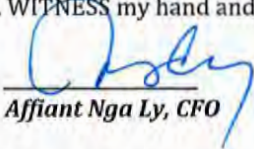
☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☒ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: Acer America Corporation is a 100% owned subsidiary of Acer, Inc. No individual holds 10% or more of Acer, Inc.

Name: Stockholder Name NONE Home Address: Home Address	
On December <u>11th</u>, 2024, before me, <u>Elaine Tam</u> personally appeared Nga Ly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Subscribed and sworn before me this <u>11th</u> day of December, 2024 <u></u> Notary Public of California My commission expires <u>Jun 14, 2026</u>	
<u></u> Affiant Nga Ly, CFO  ELAINE TAM Notary Public - California Santa Clara County Commission # 2407971 My Comm. Expires Jun 14, 2026	

(The rest of this page is intentionally left blank)

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☐ We take no exceptions/deviations to the general terms and conditions. (**Note:** *If none are listed below, it is understood that no exceptions/deviations are taken.*)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

Throughout the term of this Agreement, on a quarterly basis, Contractor may update Attachment B to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to Attachment B must conform to this Master Agreement's requirements, including the scope of this Master Agreement and contracted minimum discounts.

(Note: *Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

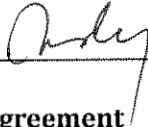
Redlined copies of this agreement should not be submitted with the response. Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.

- ☐ Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement**.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence with Equalis Group after CCOG has completed the contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD. RESPONDENTS WHO FAIL TO DO SO WILL BE DETERMINED UNRESPONSIVE AND WILL NO LONGER BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Acer America Corporation
Address 1730 North First Street Suite 400
City/State/Zip San Jose CA 95112
Phone Number 408-533-7700
Email Address Nga.Ly@acer.com
Printed Name Nga Ly
Job Title Chief Financial Officer
Authorized Signature 

Initial Term of the Master Agreement

Contract Effective Date: March 1, 2025
Contract Expiration Date: February 28, 2029
Contract Number:

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5540 Granite Parkway, Suite 200
Plano, Texas 75024

By: _____
Name: Franklyn A. Corlett
As: CCOG Board President
Date: _____

By: _____
Name: Eric Merkle
As: EVP, Procurement & Operations
Date: _____



1730 North First Street #400 • San Jose, California, CA 95112-4642

The below list and attachments are in compliance with requirements of the CCOG-Equalis Group RFP#: COG-2160 for Computing Equipment and Related Technology Products, Services, and Solutions, for Acer America Corporation bid submission.

Certificates	Description
GHG Protocol Verification Opinion (2023)	Greenhouse Gas Verification Opinion - ISO 14064-3:2019 (2023)
ISO 14064-1 Verification Statement (2023)	Greenhouse Gas Verification Opinion - ISO 14064-1:2018 (2023)
ISO 14064-1 Verification Statement (2022)	Greenhouse Gas Verification Opinion - ISO 14064-1:2018 (2022)
ISO 14064-1 Verification Statement (2021)	Greenhouse Gas Verification Opinion - ISO 14064-1:2018 (2021)
ISO 27001 Certificate	Information Security Management System - ISO/IEC 27001:2013 (2022)
ISO 9001 Certificate	Customer Service, Product Repair, Repair Part Support, and IT Outsourcing Management of IT Products, Digital Display, and Server Products - ISO 9001:2015 (2023)
ISO 50001 Certificate	Design, Sales, Marketing and Service of the Zinformation Communication Technology (ICT) Related Products and Service Under Multi Brands.- ISO 50001:2018 (2021)
Business Tax Certificate	Issued by the City of San Jose, CA; Business Tax Certificate #0352921210 for the Tax Year 2024 with an expiration date of 9/15/2025.
EPEAT Registered Products	Acer America Corporation active USA EPEAT Registered Products between 2019 and 2024.

Greenhouse Gas Verification Opinion

The inventory of Greenhouse Gas emissions in year 2023 of

Acer Incorporated

8F, No. 88, Sec. 1, Xintai 5th Rd., Xizhi Dist.,
New Taipei City 221, Taiwan, R.O.C.

has been verified in accordance with ISO 14064-3:2019 as
meeting the requirements of



WBCSD/WRI Greenhouse Gas (GHG) Protocol

Direct emissions

2,339.308 tonnes of CO₂e

Energy Indirect emissions

14,252.256 tonnes of CO₂e

Other Indirect emissions

5,794,134.62 tonnes of CO₂e

Direct emissions and indirect emissions

5,810,726.184 tonnes of CO₂e

Authorized by



Stephen Pao

Business Assurance Director

Date: 28 July 2024

Version 1

TGP56B-15-2 2404

SGS Taiwan Ltd.

No. 136-1, Wu Kung Road, New Taipei Industrial Park, Wu Ku District,
New Taipei City 24803, Taiwan

t (02) 22993279 f (02)22999453 www.sgs.com



The data of the verification result of GHG emissions is described as below:

Operational boundaries		GHG Emissions (tonnes of CO ₂ e)	
Inventory categories	Description	Location-based	Market-based
Scope 1: Direct emissions from owned/controlled operations	The direct GHG emissions cover stationary, mobile, process and fugitive emission sources.	2,339.308	
Scope 2: Indirect emissions from the use of purchased electricity, steam, heating, and cooling	The indirect energy GHG emissions cover energy such as electricity and steam.	14,252.256	8,219.650
Upstream scope 3 emissions			
Category 1: Purchased goods and services	Purchased goods and services	4,825,029.71	
Category 2: Capital goods	Capital goods	non-significant emission	
Category 3: Fuel- and energy-related activities (not included in scope 1 or scope 2)	Fuel- and energy-related activities (not included in scope 1 or scope 2)	5,025.86	
Category 4: Upstream transportation and distribution	Upstream transportation and distribution	39,393.71	
Category 5: Waste generated in operations	Waste generated in operations	46.92	
Category 6: Business travel	Business trave	4,085.25	
Category 7: Employee commuting	Employee commuting	9,791.44	
Category 8: Upstream leased assets	Upstream leased assets	non-significant emission	
Downstream scope 3 emissions			
Category 9: Downstream transportation and distribution	Downstream transportation and distribution	non-significant emission	
Category 10: Processing of sold products	Processing of sold products	N/A	
Category 11: Use of sold products	Use of sold products	867,672.54	
Category 12: End-of-life treatment of sold products	End-of-life treatment of sold products	17,549.59	
Category 13: Downstream leased assets	Downstream leased assets	25,539.59	
Category 14: Franchises	Franchises	N/A	
Category 15: Investments	Investment st x	non-significant emission	
Direct emissions and indirect emissions		5,810,726.184	5,804,693.578

Greenhouse Gas Verification Opinion

The inventory of Greenhouse Gas emissions in year 2023 of

Acer Incorporated

8F, No. 88, Sec. 1, Xintai 5th Rd., Xizhi Dist.,
New Taipei City 221, Taiwan, R.O.C.



has been verified in accordance with ISO 14064-3:2019 as
meeting the requirements of

ISO 14064-1:2018

Direct emissions

2,339.308 tonnes of CO₂e

Indirect emissions

14,252.256 tonnes of CO₂e

Direct emissions and indirect emissions

16,591.564 tonnes of CO₂e

Authorized by



Stephen Pao

Business Assurance Director

Date: 28 July 2024

Version 1

TGP56B-15-1 2404

SGS Taiwan Ltd.

No. 136-1, Wu Kung Road, New Taipei Industrial Park, Wu Ku District,

New Taipei City 24803, Taiwan

t (02) 22993279 f (02)22999453 www.sgs.com



Opinion TW24/00458GG, continued

The emission of each category is described as below:

Unit: tonnes of CO₂e

Reporting Boundaries		GHG Emissions	
Inventory categories	Description	Location-based	Market-based
Direct emissions	This direct GHG emissions are the sum of owned or controlled by the organization within the organization.	2,339.308	
Indirect emissions	Imported energy	14,252.256	8,219.650
	Transportation	Emissions from business travel	4,085.25
		Emission from Employee Commuting	9,791.44
		Emissions from upstream transportation and cargo distribution	39,393.71
	Products used by an organization	Emissions from purchased goods	4,825,029.71
		Emission associated with the production of energy purchased	5,025.86
		Emissions from solid and liquid waste treatment	46.92
	Associated with the use of products from the organization	Emissions during product use	867,672.54
		Emissions from downstream leased assets	25,539.59
		Emission from end of life stage of the product	17,549.59
	Other sources	—	—
Direct emissions and indirect emissions		5,810,726.18	5,804,693.58

Purchased Renewable Energy Certificate(s) Information				
Site/Location	Type	Renewable Energy Source/Location	Imported energy emissions	
			Location-based	Market-based
Pan American	REC I-REC	Wind/USA, Canada, Brazil and Mexico	783.304	0.000
EMEA	Green Electricity GO I-REC	Hydro power, Wind/Austria, Germany, Netherland, Denmark, Finland, Spain, Switzerland, U.K., Norway, Czech Republic, Poland, Turkey, South Africa	1,366.215	45.040

Opinion TW24/00458GG, continued

Taiwan	T-REC	Wind	8,814.382	7,205.137
Asia Pacific	I-REC	Solar, Wind/Thailand, Philippine, Malaysia, Vietnam, Indonesia, India, Australia Solar/ Japan	2,514.000	969.473
China	I-REC	Hydro Power / China, Hong Kong	774.355	0.000
Global Total	--	--	14252.256	8,219.610

List of companies for type of green electricity used

Business Group & Company 事業群及公 司	Usage in kWh 總用電量(度)	Green Electricity in kWh 綠電使用量(度)	Ratio 比例	
NB, DT, Momitor related Business Group 資訊產品事業				
Acer Inc 宏基公司 (總部 & 台灣區)	7,690,233.68	1,429,000.00	18.58%	<u>61.01%</u>
Acer Inc_ACCN 中國區	502,836.76	502,836.76	100.00%	
Acer Inc_PA 泛美區	2,607,943.39	2,607,943.39	100.00%	
Acer Inc_EMEA 歐亞非中東區	4,595,297.04	4,493,855.76	97.79%	
Acer Inc_PAP, HSN, Servex 亞太區	3,933,307.58	2,631,728.70	66.91%	
自發自用	327,120.00	327,120.00	100.00%	
小計	19,656,738.44	11,992,484.61		
Other Business Group 其他非資訊產品事業等				
AcerThirdWave 第三波 軟件	14,018.40	14,018.40	100.00%	<u>24.42%</u>
AGM 宏碁遊戲	1,169,843.00	850,693.00	72.72%	
AOPEN 建碁	41,514.73	27,995.73	67.44%	

Opinion TW24/00458GG, continued

ASDI & APDI 渴望園區 & 龍顯國際	4,214,221.00	-	0.00%	
EDC 雲架構	2,396,637.00	1,822,000.00	76.02%	
AGT 倚天酷睿	72,902.01	-	0.00%	
ISU 宏碁智聯	148,876.00	-	0.00%	
Weblink 展碁	1,259,147.00	35,648.00	2.83%	
ITS 宏碁智通	266,722.00	-	0.00%	
ACCSI 安碁	860,477.00	-	0.00%	
AEB 宏碁資訊	503,740.51	-	0.00%	
MPS 聯永碁	33,825.78	-	0.00%	
ALT 安圖斯	31,497.66	-	0.00%	
AMED 宏碁智醫	38,496.00	-	0.00%	
宏碁智新	2,159.00	-	0.00%	
HSNC 海柏特	31,317.53	-	0.00%	
BLUECHIP GROUP	177,079.68	-	0.00%	
小計	11,262,474.30	2,750,355.13		
Total	30,919,212.74	14,742,839.74	47.68%	<u>47.68%</u>

Opinion TW24/00458GG, continued

The emission of each site is described as below:

Unit: tonnes of CO₂e

Site	Direct emissions	Energy Indirect emissions Category II (Location Base)	Energy Indirect emissions Category II (Market Base))	Total GHG emissions (Direct emission+Energy Indirect emissions-Location base)	Total GHG emissions (Direct emission+Energy Indirect emissions-Market base)
Acer 宏碁	2,081.30	11,643.70	6,537.81	13,724.99	8,619.11
AOPEN 建基	-	17.87	6.69	17.87	6.69
ISU 智聯服務	3.53	73.69	73.69	77.22	77.22
Weblink 展碁	34.19	619.29	605.63	653.48	639.82
ACCSI 安碁	218.24	1,612.27	710.38	1,830.51	928.62
AEB 宏碁資訊	1.81	249.35	249.35	251.16	251.16
AGT 倚天酷碁	0.25	36.09	36.09	36.34	36.34
Global Total	2,339.31	14,252.26	8,219.65	16,591.56	10,558.96

Greenhouse Gas Verification Statement

The inventory of Greenhouse Gas emissions in year 2022 of

Acer Incorporated

8F, No. 88, Sec. 1, Xintai 5th Rd., Xizhi Dist.,
New Taipei City 221, Taiwan, R.O.C.



has been verified in accordance with ISO 14064-3:2006 as
meeting the requirements of

ISO 14064-1:2018

Direct emissions

2,705.303 tonnes of CO₂e

Energy indirect emissions

14,341.842 tonnes of CO₂e

Direct emissions and energy indirect emissions

17,047.145 tonnes of CO₂e

Authorized by



Stephen Pao

Knowledge Deputy General Manager

Date: 21 June 2023

Version 1

TGP56A-15-1 2207

SGS Taiwan Ltd.

No. 136-1, Wu Kung Road, New Taipei Industrial Park, Wu Ku District,
New Taipei City 24803, Taiwan

t (02) 22993279 f (02)22999453 www.sgs.com



Statement TW23/00334GG, continued

The emission of each category is described as below:

Unit: tonnes of CO₂e

Reporting Boundaries		GHG Emissions	
Inventory categories	Description	Location-based	Market-based
Direct emissions	This direct GHG emissions are the sum of owned or controlled by the organization within the organization.	2,705.303	
Indirect emissions	Imported energy	14,341.842	8,784.497
	Transportation	43,771.90	
	Emissions from business travel	2,236.18	
	Products used by an organization	5,504,117.96	
	Emissions from solid and liquid waste treatment	57.41	
	Emission associated with the production of energy purchased	2,665.95	
	Associated with the use of products from the organization	1,098,534.07	
	Emissions from downstream leased assets	17,315.03	
	Emission from end of life stage of the product	25,496.09	
	Other sources	—	
Direct emissions and indirect emissions		6,711,241.72	6,705,684.38

Purchased Renewable Energy Certificate(s) Information				
Site/Location	Type	Renewable Energy Source/Location	Imported energy emissions	
			Location-based	Market-based
Taiwan	T-REC	Solar, Biomass /Taiwan	9,322.591	8,638.495
Pan American	REC I-REC	Wind/USA, Canada, Brazil and Mexico	765.711	0.000
EMEA	Green Electricity GO I-REC	Hydro power, Wind/Austria, Germany, Netherland, Denmark, Finland, Spain, Switzerland, U.K., Norway, Czech Republic, Poland, Turkey, South Africa	1,385.781	95.104

Statement TW23/00334GG, continued

Purchased Renewable Energy Certificate(s) Information				
Site/Location	Type	Renewable Energy Source/Location	Imported energy emissions	
			Location-based	Market-based
Asia Pacific	I-REC GEC	Solar, Hydro Power, Wind/Thailand, Philippine, Malaysia, Vietnam, Indonesia, India, Australia Solar/ Japan	2,500.161	50.898
China	I-REC	Hydro Power /China, Hong Kong	367.598	0.000
Global Total	--	--	14,341.842	8,784.497

List of companies for type of green electricity used

Business Group & Company 事業群及公司	Usage in kWh 總用電量(度)	Green Electricity in kWh 綠電使用量(度)	Ratio 比例	
NB, DT, Momitor related Business Group 資訊產品事業				
Acer Inc 宏碁公司 (總部 & 台灣區)	8,215,507.22	1,334,000.00	16.24%	<u>64.79%</u>
Acer Inc_ACCN 中國區	415,064.97	415,064.97	100.00%	
Acer Inc_PA 泛美區	2,659,578.39	2,659,578.39	100.00%	
Acer Inc_EMEA 歐亞非中東區	4,977,635.34	4,736,707.67	95.16%	
Acer Inc_PAP, HSN, Servex 亞太區	3,945,311.34	3,857,642.69	97.78%	
Self-Consumption	264,539.67	264,539.67	100.00%	
Subtotal	20,477,636.93	13,267,533.39		
Other Business Group 其他非資訊產品事業等				
AcerThirdWave 第三波軟件	38,855.00	38,855.00	100.00%	<u>0.66%</u>
AGM 宏碁遊戲	73,458.68	-	0.00%	

Statement TW23/00334GG, continued

Business Group & Company 事業群及公司	Usage in kWh 總用電量(度)	Green Electricity in kWh 綠電使用量(度)	Ratio 比例	
AOPEN 建碁	47,804.91	27,984.00	58.54%	
ASDI & APDI 渴望園區 & 龍顯國際	4,128,541.95	-	0.00%	
EDC 雲架構	2,487,515.61	-	0.00%	
AGT 倚天酷碁	131,312.27	-	0.00%	
ISU 宏碁智聯	162,580.59	-	0.00%	
Weblink 展碁	1,241,819.28	-	0.00%	
ITS 宏碁智通	281,877.49	-	0.00%	
ACCSI 安碁	753,798.91	-	0.00%	
AEB 宏碁資訊	569,484.86	-	0.00%	
MPS 聯永碁	39,552.95	-	0.00%	
ALT 安圖斯	63,157.22	-	0.00%	
AMED 宏碁智醫	106,631.49	-	0.00%	
HSNC 海柏特	40,443.88	-	0.00%	
Subtotal	10,166,835.09	66,839.00		
Total	<u>30,644,472.02</u>	<u>13,334,372.39</u>	43.51%	<u>43.51%</u>

Statement TW23/00334GG, continued

Self-Generation Company & Sites 自發回售再生能源廠址		Green Electricity in kWh 綠電使用量(度)
ASDI & APDI 渴望園區 & 龍顯國際	智尊大樓	3,276,857.0000
	研究園大樓	
	園區內地面型	
	渴望會館	
安基 EDC 雲架構		50,580.0000
ACH (Acer Netherlands)		19,431.0000
ACG (Acer Germany)		179,704.000
Total 自發回售共計		3,526,572.3300
Self-Generation & RECs 自發回售及綠電憑證總計		<u>16,880,994.7171</u>

The emission of each site is described as below:

Unit: tonnes of CO₂e

Site	Direct emissions	Energy Indirect emissions Category II (Location Base)	Energy Indirect emissions Category II (Market Base))	Total GHG emissions (Direct emission+Energy Indirect emissions-Location base)	Total GHG emissions (Direct emission+Energy Indirect emissions-Market base)
Acer 宏碁	2,434	11,666	6,120	14,100	8,554
AOPEN 建碁	-	21.4	10.1	21	10
ISU 智聯服務	3.82	82.8	82.8	87	87
Weblink 展碁	32	632	632	664	664
ACCSI 安碁	236	1,650	1,650	1,885	1,885
AEB 宏碁資訊	-	290	290	290	290
Global Total	2,705	14,342	8,784	17,047	11,490

Greenhouse Gas Verification Statement

The inventory of Greenhouse Gas emissions in year 2021 of

Acer Incorporated

8F, No. 88, Sec. 1, Xintai 5th Rd., Xizhi Dist.,
New Taipei City 221, Taiwan, R.O.C.



has been verified in accordance with ISO 14064-3:2006 as
meeting the requirements of

ISO 14064-1:2018

Direct emissions

4,550.632 tonnes of CO₂e

Indirect emissions

2,114,289.8729 tonnes of CO₂e

Direct emissions and indirect emissions

2,118,840.5051 tonnes of CO₂e

Authorized by



David Huang

Senior Director

Date: 30 June 2022

Version 1

TGP56A-15-6 2103

SGS Taiwan Ltd.

No. 136-1, Wu Kung Road, New Taipei Industrial Park, Wu Ku District,

New Taipei City 24803, Taiwan

t (02) 22993279 f (02)22999453 www.sgs.com



Statement TW22/00244GG, continued

The emission of each category is described as below:

Unit: tonnes of CO₂e

Reporting Boundaries			GHG Emissions	
Inventory categories		Description	Location-based	Market-based
Direct emissions		This direct GHG emissions are the sum of owned or controlled by the organization within the organization.	4,550.632	
Indirect emissions	Imported energy	Indirect emissions from purchased electricity from all verified plants	14,817.480	8,746.131
	Transportation	Emissions from downstream transportation and cargo distribution	104,375.0800	
		Emissions from business travel	1,046.837	
	Products used by an organization	Emissions from purchased goods	360,246.539	
		Emissions from solid and liquid waste treatment	33.1174	
	Associated with the use of products from the organization	Emissions during product use	1,616,651.115	
		Emissions from downstream leased assets	13,856.591	
		Emission from end of life stage of the product	531.494	
	Other sources	—	—	
Direct emissions and indirect emissions			2,114,289.8729	2,108,218.5236
Purchased Renewable Energy Certificate(s) Information				
Site/Location	Type	Renewable Energy Source/Location	Imported energy emissions	
			Location-based	Market-based
Taiwan	I-REC	Hydro power /Taiwan	9,391.236	8,612.132
Pan American	REC I-REC	Wind/USA, Canada, Brazil and Mexico	767.091	0.000
EMEA	Green Electricity GO I-REC	Hydro power, Wind/Austria, Germany, Netherland, Denmark, Finland, Spain, Switzerland, U.K., Norway, Czech Republic, Poland, Turkey	1,701.013	73.074

Purchased Renewable Energy Certificate(s) Information				
Site/Location	Type	Renewable Energy Source/Location	Imported energy emissions	
			Location-based	Market-based
Asia Pacific	I-REC LCG	Solar/Thailand, Philippine, Malaysia, Vietnam, Indonesia, India Wind/ Australia	2,444.694	60.924
China	I-REC	Wind /China, Hong Kong	513.445	0.000
Global Total	--	--	14,817.4803	8,746.1310

List of companies for type of green electricity used

Business Group & Company 事業群及公司	Usage in kWh 總用電量(度)	Green Electricity in kWh 綠電使用量(度)	Ratio 比例
NB, DT, Monitor related Business Group 資訊產品事業			
Acer Inc MIS 資料中心(總部使用)	2,839,195.14	-	63.48%
Acer Inc 宏碁公司(總部 & 台灣區)	6,427,769.35	1,552,000.00	
Acer Inc_ACCN 中國區	576,282.36	576,282.36	
Acer Inc_PA 泛美區	2,682,241.55	2,682,241.55	
Acer Inc_EMEA 歐亞非中東區	5,605,895.99	5,411,652.68	
Acer Inc_AAP, HSN, Servex 亞太區	3,831,439.79	3,719,857.79	

Self-Generation Company & Sites 自發回售再生能源廠址		Green Electricity in kWh 綠電使用量(度)
ASDI & APDI 渴望園區 & 龍顯國際	智尊大樓	3,463,231.0000
	研究園大樓	
	園區內地面型	
	渴望會館	
EDC 雲架構		57,420.0000
Benelux(Holland)		73,449.0000
Total 自發回售共計		3,594,100.0000
Self-Generation & RECs 自發回售及綠電憑證總計		17,604,091.5800

The emission of each site is described as below:

Unit: tonnes of CO₂e

Site	Direct emissions	Indirect emissions Category II (Location Base)	Total GHG emissions
Taiwan	2,319.257	2,027,825.4254	2,030,144.6824
Pan American	527.335	767.092	1,294.427
EMEA	1,460.048	1,701.013	3,161.061
Asia Pacific	243.992	2,444.694	2,688.686
China	0.000	513.445	513.445
Global Total	4,550.632	2,114,289.8729	2,118,840.5051

Certificate of Registration

INFORMATION SECURITY MANAGEMENT SYSTEM - ISO/IEC 27001:2013

This is to certify that: Acer Inc.
1F.
No. 88, Sec. 1, Xintai 5th Rd.
Xizhi Dist.
New Taipei City
221421
Taiwan

Holds Certificate No: **IS 718752**

and operates an Information Security Management System which complies with the requirements of ISO/IEC 27001:2013 for the following scope:

The provision of development, operation, and maintenance of Acer Store, Acer global finance management system, and Acer global business management system; operation and maintenance of network infrastructure, server rooms, and related information security processes activities within Acer Corp. Global IT.
This is in accordance with Statement of Applicability, ISMS-4-KI0000-09-00-03, dated 28 July 2021.



For and on behalf of BSI:

Michael Lam - Managing Director Assurance, APAC

Original Registration Date: 2019-11-18

Latest Revision Date: 2022-10-04

Effective Date: 2022-11-18

Expiry Date: 2025-11-17

Page: 1 of 2



...making excellence a habit.™

Certificate No: **IS 718752**

Location

Acer Inc.
1F.
No. 88, Sec. 1, Xintai 5th Rd.
Xizhi Dist.
New Taipei City
221421
Taiwan

Registered Activities

The provision of development, operation, and maintenance of Acer Store, Acer global finance management system, and Acer global business management system; operation and maintenance of network infrastructure, server rooms, and related information security processes activities within Acer Corp. Global IT.



Original Registration Date: 2019-11-18

Latest Revision Date: 2022-10-04

Effective Date: 2022-11-18

Expiry Date: 2025-11-17

Page: 2 of 2

This certificate relates to the information security management system, and not to the products or services of the certified organisation. The certificate reference number, the mark of the certification body and/or the accreditation mark may not be shown on products or stated in documents regarding products or services. Promotion material, advertisements or other documents showing or referring to this certificate, the trademark of the certification body, or the accreditation mark, must comply with the intention of the certificate. The certificate does not of itself confer immunity on the certified organisation from legal obligations.

This certificate was issued electronically and remains the property of BSI and is bound by the conditions of contract.

An electronic certificate can be authenticated [online](#).

Printed copies can be validated at www.bsi-global.com/ClientDirectory or telephone +886 (02)2656-0333.

Taiwan Headquarters: 2nd Floor, No.37, Ji-Hu Rd., Nei-Hu Dist., Taipei 114, Taiwan, R.O.C.

A Member of the BSI Group of Companies.



BUREAU
VERITAS

ACER INCORPORATED

8F., NO.88, SEC.1, XINTAI 5TH RD., XIZHI, NEW TAIPEI CITY 221, TAIWAN

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS - UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

IT PRODUCTS BUSINESS, DIGITAL DISPLAY BUSINESS, SERVER PRODUCTS BUSINESS: DESIGN, MANUFACTURING, AND SUPPLY CHAIN MANAGEMENT, SALE, MARKETING AND SERVICE OF NOTEBOOKS, DESKTOPS, ALL-IN-ONE PCS, TABLET PCS, COMPUTER PERIPHERAL PRODUCTS, DISPLAYS, PROJECTORS, WORKSTATIONS, THIN CLIENTS, STORAGE SYSTEMS, AND SERVERS UNDER MULTIPLE BRANDS: ACER®, GATEWAY®, PACKARD BELL®, AND ALTOS®

CUSTOMER SERVICE, PRODUCT REPAIR, REPAIR PART SUPPORT, AND IT OUTSOURCING MANAGEMENT OF IT PRODUCTS, DIGITAL DISPLAY, AND SERVER PRODUCTS

Original cycle start date:	29-11-2002
Expiry date of previous cycle:	01-11-2023
Certification / Recertification Audit date:	19-09-2023
Certification / Recertification cycle start date:	02-11-2023
Subject to the continued satisfactory operation of the organisation's Management System, this certificate expires on:	01-11-2026

Certificate No.: TW006906

Version: 1

Issue date: 19-10-2023



0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom

Local Office Address: 3F-B, No. 16, Nanjing E. Rd., Sec. 4, Songshan Dist., Taipei 105, Taiwan

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +886 2 2570 7655

UKAS Certificate Template Multi Site Rev.3.10

22 Mar 2023





BUREAU
VERITAS

ACER INCORPORATED

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
HEAD OFFICE	8F., NO.88, SEC.1, XINTAI 5TH RD., XIZHI, NEW TAIPEI CITY 221, TAIWAN	IT PRODUCTS BUSINESS, DIGITAL DISPLAY BUSINESS, SERVER PRODUCTS BUSINESS: DESIGN, MANUFACTURING, AND SUPPLY CHAIN MANAGEMENT, SALE, MARKETING AND SERVICE OF NOTEBOOKS, DESKTOPS, ALL-IN-ONE PCS, TABLET PCS, COMPUTER PERIPHERAL PRODUCTS, DISPLAYS, PROJECTORS, WORKSTATIONS, THIN CLIENTS, STORAGE SYSTEMS, AND SERVERS UNDER MULTIPLE BRANDS: ACER®, GATEWAY®, PACKARD BELL®, AND ALTOS®
HIGHPOINT SERVICE NETWORK CORPORATION	7F., NO.82, SEC.1, XINTAI 5TH RD., XIZHI, NEW TAIPEI CITY 221, TAIWAN	CUSTOMER SERVICE, PRODUCT REPAIR, REPAIR PART SUPPORT, AND IT OUTSOURCING MANAGEMENT OF IT PRODUCTS, DIGITAL DISPLAY, AND SERVER PRODUCTS

Certificate No.: TW006906

Version: 1

Issue date: 19-10-2023



Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescott Street, London, E1 8HG, United Kingdom

Local Office Address: 3F-B, No. 16, Nanjing E. Rd., Sec. 4, Songshan Dist., Taipei 105, Taiwan

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +886 2 2570 7655

UKAS Certificate Template Multi Site Rev.3.10

22 Mar 2023





Certificate TW21/10630

The management system of

ACER INCORPORATED

8F., No.88, Sec.1, Xintai 5th Rd., Xizhi Dist.,
New Taipei City, Taiwan.

has been assessed and certified as meeting the requirements of

ISO 50001:2018

For the following activities

**DESIGN, SALES, MARKETING AND SERVICE OF THE INFORMATION
COMMUNICATION TECHNOLOGY (ICT) RELATED PRODUCTS AND
SERVICE UNDER MULTIPLE BRANDS: ACER®, GATEWAY®, AND
PACKARD BELL® BRANDS**

This certificate is valid from 25 December 2021 until 25 December 2024 and
remains valid subject to satisfactory surveillance audits.
Recertification audit due before 08 December 2024
Issue 1. Certified since 25 December 2021



Authorised by



**Management System
Certification**

MS001

SGS Taiwan Ltd.
136-1, Wu Kung Road, New Taipei Industrial Park, Wu Ku District, New Taipei City, Taiwan
t +886 (0)2 2299 3939 f +886 (0)2 2299 3231 www.sgs.com

Page 1 of 1



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issues established therein. The authenticity of this document may be verified at
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Any unauthorized alteration, forgery or falsification of the content or appearance
of this document is unlawful and offenders may be prosecuted to the fullest
extent of the law.



Finance - Business Tax
200 East Santa Clara Street, 13th Floor Tower
San Jose, CA 95113-1905

Your New Business Certificate Enclosed

JSD0930A

4000000142 142/1



ACER AMERICA
ACER AMERICA
1730 N 1ST ST STE 400
SAN JOSE CA 95112-4642

200 East Santa Clara Street, San Jose, CA 95113 Tel (408) 535-7055 Fax (408) 292-6488 www.sanjoseca.gov/businessstax



CITY OF SAN JOSE BUSINESS TAX CERTIFICATE No. 0352921210

BUSINESS NAME	NATURE OF BUSINESS	NO OF EMPLOYEES/UNITS/SQ. FT	EXPIRATION DATE
ACER AMERICA	RADIO/TV/OTH ELECTRONIC STORES	62/0/0	9/15/2025
BUSINESS ADDRESS	RECEIPT ISSUE DATE	TAX DISTRICT NO.	TOTAL AMOUNT PAID
1730 N 1ST ST	9/15/2024	01	\$2,706.29

This certificate is evidence that the person(s), firm, or corporation named hereon has paid the tax required by Chapter 4.76 of the San José Municipal Code for the type of business, the business address and for the period indicated hereon. This certificate is issued without verification that the taxpayer is subject to or exempted from licensing by local, state, Federal or other agencies. Issuance of this certificate is not an endorsement, nor a certificate of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the City's Building/Fire/Zoning regulations.

NOTE: IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO MAINTAIN A CURRENT BUSINESS TAX CERTIFICATE. This is a receipt for payment, NOT an invoice. No remittance is required.

FINANCE - REVENUE
MANAGEMENT MUST BE
NOTIFIED OF ANY
CHANGE IN OWNERSHIP,
LOCATION OR
BUSINESS CLOSURE.

POST IN A
CONSPICUOUS PLACE
IN PUBLIC VIEW
(MUST BE PRESENTED
UPON REQUEST)

THIS BUSINESS
TAX CERTIFICATE IS
NOT TRANSFERABLE
OR ASSIGNABLE

RENEWAL NOTICE
NOT REQUIRED

Questions?

Call 408-535-7055 or visit
us on our web site at:
www.sanjoseca.gov/businessstax

OWNER
BUSINESS NAME
MAIL ADDRESS

ACER AMERICA
ACER AMERICA
1730 N 1ST ST STE 400
SAN JOSE, CA 95112

Acer - USA EPEAT Active Registered Products
Equipment Registered between 2019 and 2024

[illegible]

[illegible]

[illegible]

[illegible]

Product Category	Product Type	EPEAT Tier
Computers & Displays	Monitors	Silver
Computers & Displays	Monitors	Gold
Computers & Displays	Monitors	Silver
Computers & Displays	Monitors	Silver
Computers & Displays	Monitors	Silver
Computers & Displays	Monitors	Silver
Computers & Displays	Monitors	Bronze
Computers & Displays	Monitors	Bronze
Computers & Displays	Monitors	Silver
Computers & Displays	Monitors	Silver
Computers & Displays	Monitors	Silver
Computers & Displays	Desktop	Silver
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Silver
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Silver
Computers & Displays	Monitors	Silver
Computers & Displays	Monitors	Silver
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Gold
Computers & Displays	Integrated Desktop Computer	Gold
Computers & Displays	Integrated Desktop Computer	Gold
Computers & Displays	Integrated Desktop Computer	Gold
Computers & Displays	Integrated Desktop Computer	Gold
Computers & Displays	Desktop	Silver
Computers & Displays	Desktop	Silver
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Gold
Computers & Displays	Desktop	Silver
Computers & Displays	Integrated Desktop Computer	Silver
Computers & Displays	Integrated Desktop Computer	Gold
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Computers & Displays	Integrated Desktop Computer	Gold
Computers & Displays	Integrated Desktop Computer	Gold
Computers & Displays	Integrated Desktop Computer	Gold
Computers & Displays	Integrated Desktop Computer	Silver
Computers & Displays	Integrated Desktop Computer	Silver



2024 Third Quarter Earnings

November 2024

Disclaimer

The information is provided for informational purposes only, and is not an offer to buy or sell or a solicitation of an offer to buy or sell any security issued by Acer or other parties.

Acer's statements that are not historical facts are forward-looking statements that indicate actions or results of actions that may occur in the future, based on current available information and underlying assumptions.

Acer does not warranty their accuracy, reliability and completeness. There are a number of factors such as economic conditions, firms abilities, industry environment that could cause actual results and developments to differ materially from those expressed or implied by forward looking statements. Investors should not place undue reliance on them.

Statements of Comprehensive Income - Q3 2024

(NT\$ million)	3Q24		2Q24		QoQ Change	3Q23		YoY Change
Revenue	72,691	100%	67,138	100%	8.3%	67,445	100%	7.8%
Gross Profit	7,676	10.6%	7,178	10.7%	6.9%	7,294	10.8%	5.2%
Operating Expenses	6,107	8.4%	5,736	8.5%	6.5%	5,768	8.6%	5.9%
Operating Income	1,603	2.2%	1,468	2.2%	9%	1,546	2.3%	4%
Non-Operating Income	577	0.8%	769	1.1%	-25%	1,431	2.1%	-60%
Profit Before Tax	2,181	3.0%	2,237	3.3%	-2%	2,977	4.4%	-27%
Profit After Tax	1,505	2.1%	1,404	2.1%	7%	2,008	3.0%	-25%
EPS (NT\$)	0.50		0.47			0.67		

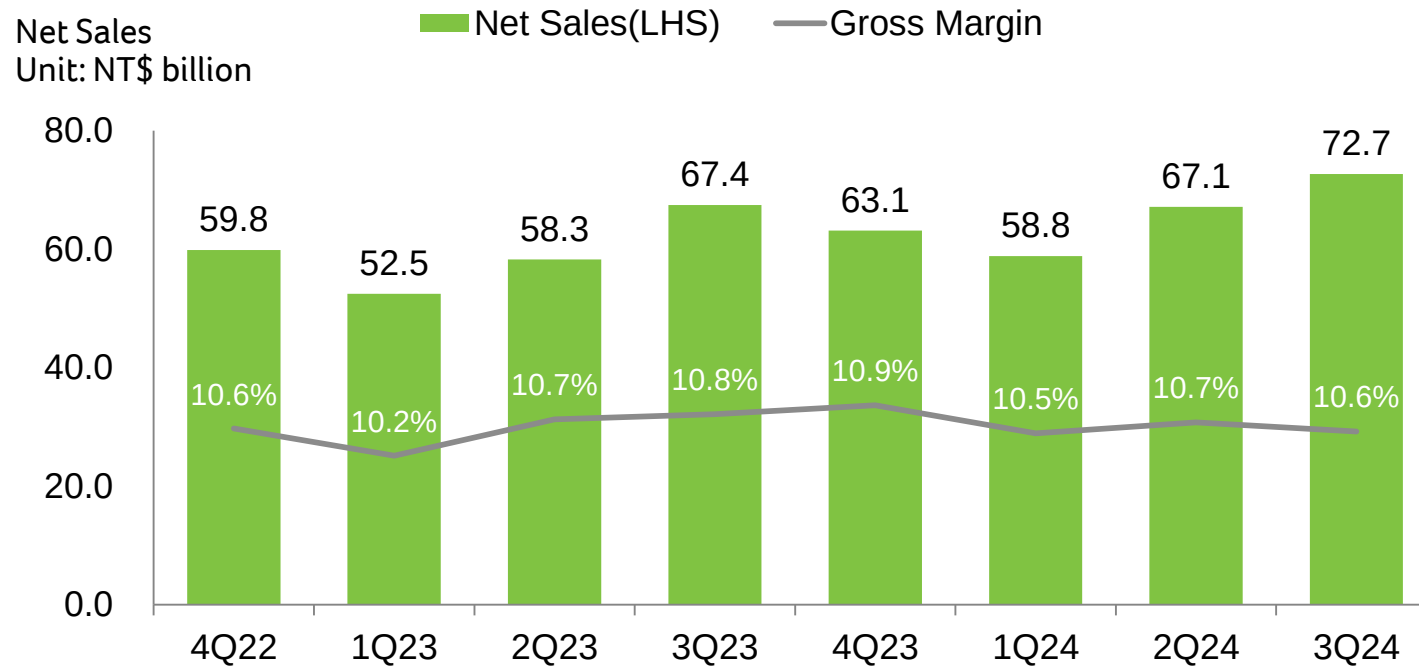
Note: In 3Q 2024, businesses other than computers and displays accounted for 26.9% of the group's total revenues, showing a 20.0% year-over-year growth. Meanwhile, public subsidiaries contributed 26.4% of operating income.

Statements of Comprehensive Income - 9M 2024

Acer (2353-TW) (NT\$ million)	Nine months ended Sep 30, 2024		Nine months ended Sep 30, 2023		YoY Change
Revenue	198,661	100%	178,163	100%	12%
Realized Gross Profit	21,050	10.6%	18,912	10.6%	11%
Operating Expenses	17,272	8.7%	16,128	9.1%	7.1%
Operating Income	3,852	1.9%	2,831	1.6%	36%
Non-Operating Income	2,682	1.4%	3,309	1.9%	-19%
Profit Before Tax	6,534	3.3%	6,140	3.4%	6%
Profit After Tax	4,111	2.1%	3,915	2.2%	5%
EPS (NT\$)	1.37		1.30		

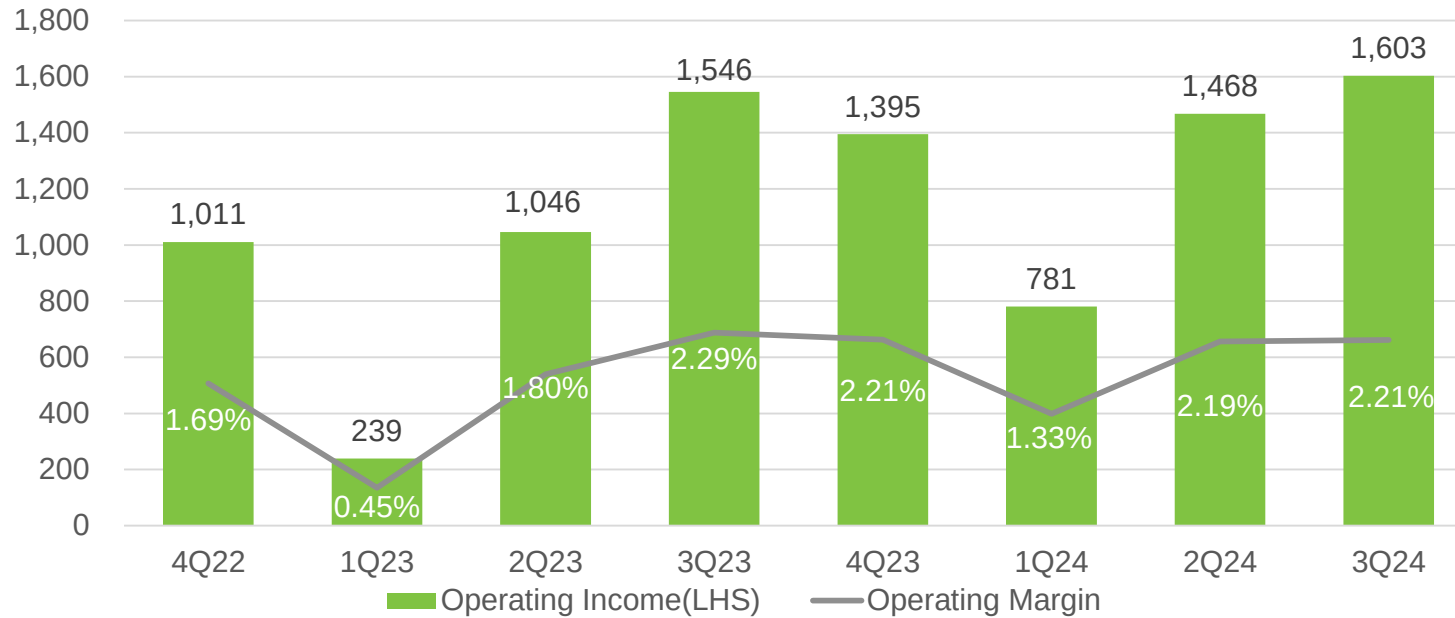
Note: From January to September 2024, businesses other than computers and displays contributed 28.0% to consolidated revenues, achieving a 15.7% year-over-year growth. Meanwhile, public subsidiaries contributed 36.5% of operating income.

Net Sales and Gross Margin Trend



Operating Income and Operating Margin Trend

Operating Income
Unit: NT\$ million



Consolidated Balance Sheet

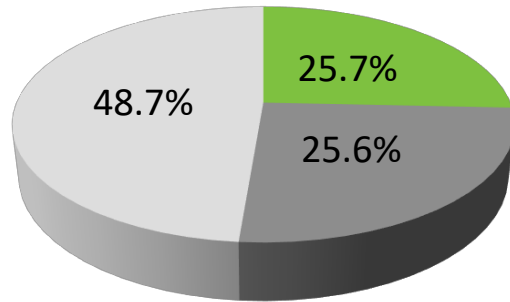
(NT\$ million)	Sep-24		Jun-24		Sep-23	
Cash and cash equivalents	31,697	14%	45,415	19%	52,412	24%
Notes & Accounts receivable	60,833	27%	63,015	26%	58,279	27%
Inventories	53,764	24%	54,825	23%	45,022	21%
Long-term Investment	22,373	10%	22,447	9%	17,339	8%
Property, plant and equipment	8,469	4%	8,394	4%	4,438	2%
Intangible asset	19,545	9%	19,762	8%	19,433	9%
Total Assets	223,770	100%	238,963	100%	218,464	100%
Short-term loan	6,319	3%	2,141	1%	971	0%
Notes & Accounts payable	41,986	19%	53,374	22%	47,927	22%
Total Current Liabilities	116,248	52%	129,594	54%	117,137	54%
Long-term loan	16,603	7%	19,155	8%	11,579	5%
Total Liabilities	142,694	64%	158,625	66%	137,815	63%
Total Shareholders' Equity²	81,077	36%	80,338	34%	80,649	37%

Notes:

1. Total outstanding common shares: 3,006,207,538 shares; Book value per share NT\$25.05.
2. In June 2024, Acer issued unsecured corporate bonds with a total amount of NT\$5 billion, of which NT\$2.9 billion were for a three-year term with a fixed annual interest rate of 1.99%, and the remaining NT\$2.1 billion were for a five-year term with a fixed annual interest rate of 2.05%.
3. Total Shareholders' Equity includes Non-Controlling Interests.

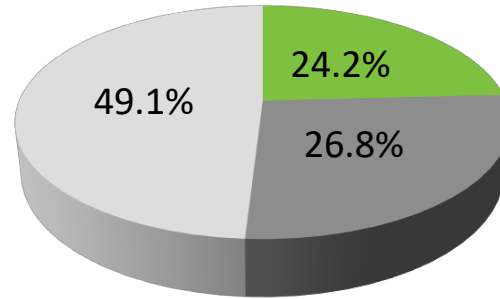
Revenue Breakdown by Geography

Q3 2023



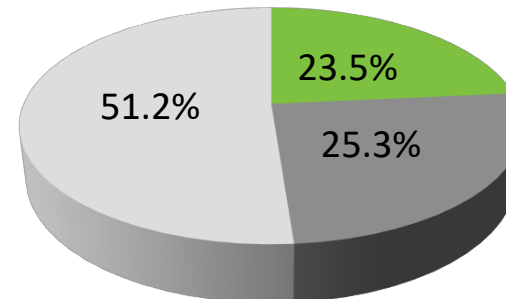
NT\$ 67,445 Million

Q2 2024



NT\$ 67,138 Million

Q3 2024



NT\$ 72,691 Million

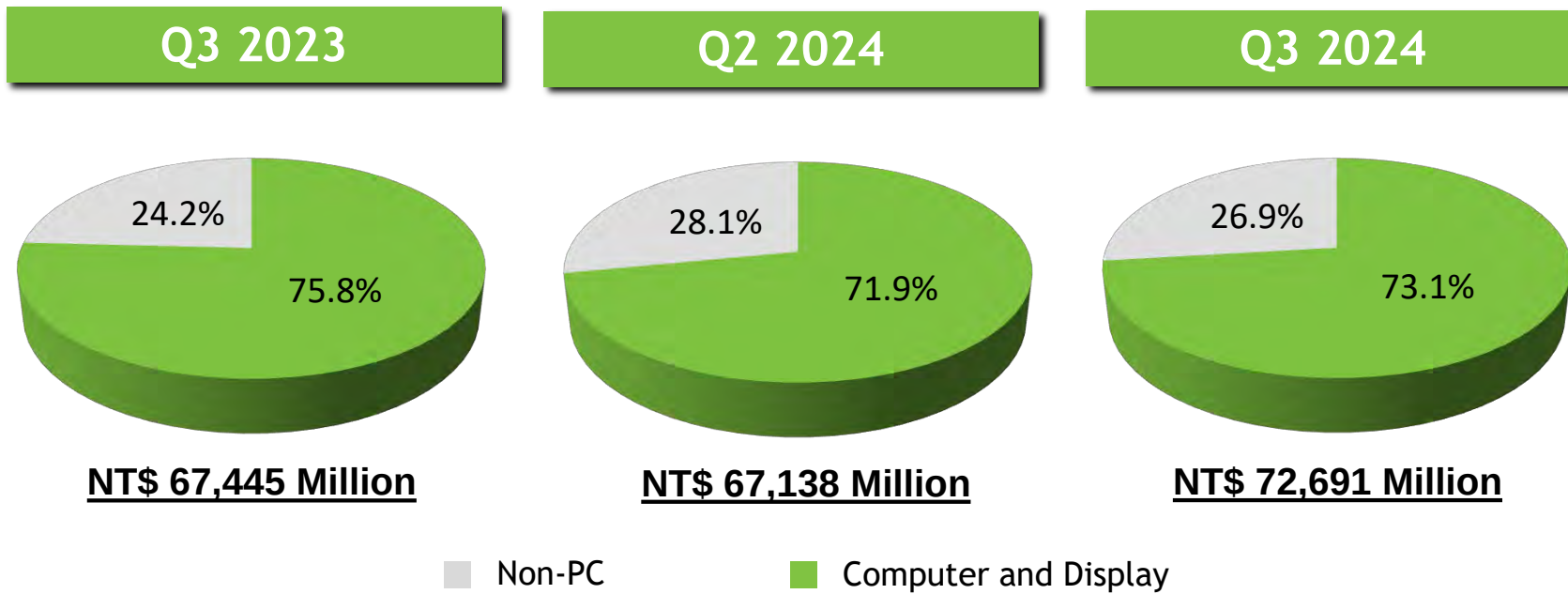
■ Pan Asia Pacific ■ Pan America ■ EMEA

Notes:

Pan Asia Pacific includes Asia Pacific, Japan, Taiwan, Hong Kong, and Mainland China.

EMEA includes Europe, Middle East and Africa

Revenue Breakdown by Application



Notes: Non-PC include 12 public subsidiaries and businesses under incubation. More details about Acer group subsidiaries can be found in the 2023 Acer annual report, pages 152 to 169 in the English version.



<http://www.acer-group.com>
Investor.relations@acer.com



Customer Support & Warranties

Customer Support:

Acer provides full product support via our 800-number Premier Service Organization.

- Premier Support geared specifically to our Education Customers is instrumental in helping teachers, students, schools, and educational institutions prevent technical issues from disrupting the learning process. Acer also offers Educare - a comprehensive service portfolio that is specifically designed to meet the needs of the education market. Premier support is US-based support. Calls are answered within 15 seconds, and engineering staff is available to handle unique requirements.

Acer also provides Premium Customer Services.

- This includes an introductory "Welcome" call, the ability to order and purchase spare parts, and assistance with system and warranty registration. Unique warranty options are available for purchase with all Customer Services calls offering less than 6 minutes call resolution.

- FREE Shipping to and from the repair depot for Chrome Repairs along with ASP and Self Maintenance Programs.

Acer Premium Customer Service

Acer Premium Support

- U.S. based support
- Level 2 technicians
- Dedicated "800" number
- Less than 15 seconds answer time.

Acer Premium Customer Services

- Introductory of "Welcome" call
 - Order and purchase spare parts
 - Assistance with system and warranty registration
 - Purchase unique warranty options.
 - Less than 6 minutes call resolution (no script)
-
- FREE Shipping to and from the repair depot for Chrome Repairs
 - ASP and Self Maintainer Programs

Product Warranties:

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ACER LIMITED WARRANTY AGREEMENT

Warranty Length/Type	1 Year Limited: Parts & Labor, Mail In or Carry In
Hardware Technical Support	1 Year
Software Support	90 days
Service Website	http://www.acersupport.com
Service Phone Number	866-695-2237 (United States) 866-706-2237 (Canada)

**[Binding Arbitration provisions are not applicable to Quebec consumers]
THIS AGREEMENT CONTAINS A MANDATORY AND BINDING ARBITRATION PROVISION
IN WHICH YOU AND ACER AGREE TO RESOLVE ANY DISPUTES BETWEEN YOU AND
ACER BY BINDING ARBITRATION. PLEASE SEE SECTION 9 BELOW.**

This Agreement ("Agreement") is between the original purchaser ("You") and Acer America Corporation ("Acer") and applies to Acer branded products ("Products") and services purchased in the U.S. or Canada by You from Acer or any of its subsidiaries or affiliates or an Acer authorized reseller ("Reseller"). 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 purchased 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 is not warranted and will vary depending on Product configuration and usage including, but not limited to Product model, applications running, power management settings, and Product features. The Limited Warranty Period commences on the date of purchase by You. Your original purchase invoice (sales receipt) showing the date of purchase of the Product is your proof of the date of purchase.

1. 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; or (iii) refund the amount You paid for the Product, LESS DEPRECIATION, upon its return. Replacement parts and Products will be new or serviceably used, comparable in function and performance to the original part or Product and warranted for the remainder of the original warranty period or, if longer, 90 days after they are shipped to You.



2. Hardware Technical Support. During the Limited Warranty Period, Acer will provide Product technical support. After the expiration of the Limited Warranty Period, hardware technical support is available for a fee. The fee will be charged to your credit card when You call technical support. Please note that when contacting Acer via telephone, long distance and other charges may apply, depending upon your calling area. The scope of technical support consists of helping You diagnose and resolve problems with defects in Products covered by this Agreement, and reinstalling the factory-installed operating system and software to restore it to the original factory configuration. Acer may provide technical support via on-line, telephone and other methods. Acer may change the means through which it provides technical support at any time without notice to You.

3. 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.

4. Limitations and Exclusions.

THIS LIMITED WARRANTY DOES NOT COVER AND ACER IS NOT RESPONSIBLE FOR:

- DELIVERY OR INSTALLATION, OR LABOR CHARGES FOR INSTALLATION OR SETUP OF THE PRODUCT, ADJUSTMENT OF CUSTOMER CONTROLS ON THE PRODUCT, AND 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 SERVICING NOT AUTHORIZED BY ACER;
- 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 WITHOUT THE WRITTEN PERMISSION OF ACER;
- DAMAGES CAUSED BY THE COMBINATION OF ACER BRANDED PRODUCTS WITH OTHER NON-ACER BRANDED PRODUCTS, ACCESSORIES, PARTS OR COMPONENTS (INCLUDING SIMS CARDS OR MEMORY CARDS) OR USE OF PRODUCTS, EQUIPMENT, SYSTEMS, UTILITIES, SERVICES, PARTS, SUPPLIES, ACCESSORIES, APPLICATIONS, INSTALLATIONS, REPAIRS, EXTERNAL WIRING OR CONNECTORS NOT SUPPLIED OR AUTHORIZED BY ACER 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;

- UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT;
- SOFTWARE, INCLUDING THE OPERATING SYSTEM AND SOFTWARE ADDED TO YOUR PRODUCT THROUGH OUR FACTORY-INTEGRATION SYSTEM, THIRD-PARTY SOFTWARE, OR THE RELOADING OF SOFTWARE;
- 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;
- PRODUCTS WHERE THE ACER SERIAL NUMBER IS MISSING, ALTERED OR DEFACED;
- EXTERNAL SPEAKERS, KEYBOARDS AND MICE;
- WIRELESS DATA SERVICES PROVIDED BY THIRD PARTY PROVIDERS;
- DAMAGE CAUSED AS A RESULT OF IMPROPER TRANSPORTATION OR PACKING/PACKAGING WHEN RETURNING THE PRODUCT TO ACER OR AN ACER AUTHORIZED SERVICE PROVIDER;
- 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.

5. Registration. Registration of your Product helps Acer better serve You. Acer encourages You to register your Product within thirty (30) days of the original purchase in order to receive prompt service and support coverage should You need it. To register go to <http://www.acersupport.com> and choose "Register Your System." In accordance with applicable law, Acer may require that You furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

6. Instructions for Obtaining Warranty Service. For specific instructions on how to obtain warranty service for your Product, please refer to the Warranty Reference Table contained in this booklet and go to <http://www.acersupport.com>

To obtain warranty service:

- You must assist Acer in diagnosing issues with your Product and follow Acer's warranty processes.
- You must obtain warranty service from Acer or an Acer Authorized Service Center. Acer will not reimburse You for service performed by others.
- If Acer decides that You need a replacement part(s) or replacement Product, Acer may require a credit card authorization or other security to receive replacement part(s) or Product and may require You to pay the cost of shipping the replacement part(s) or Product to You



and the cost of returning the defective part or Product to Acer. Acer will then authorize shipment of the required part(s) or Product to You.

- You may be required to deliver and retrieve your Product to and from Acer or an Acer Authorized Service Center at your expense. When sending a Product to Acer or the Acer Authorized Service Center, You must deliver the Product, freight prepaid, in either its original packaging or packaging affording an equal degree of protection. You are responsible for properly packaging your Product, paying all shipping costs, insurance costs, loss or damage to the Product during shipping, and any other taxes, fees, duties or charges associated with transporting the Product to Acer or an Acer Authorized Service Center. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR ACER PRODUCT DURING SHIPMENT TO ACER OR AN ACER AUTHORIZED SERVICE CENTER.**
- Before providing your Product to Acer or an Acer Authorized Service Center for service, remove any confidential, proprietary or personal information, and removable media, such as disks, CDs, or PC Cards.
- If Acer asks You to return defective parts or Products, You must do so within 15 days after You receive the replacement parts or Products. If You fail to return the replacement part(s) or Product as instructed, Acer will charge the credit card for the authorized amount. All exchanged parts and Products replaced under this Agreement will become the property of Acer.

IT IS YOUR RESPONSIBILITY TO BACK UP THE CONTENTS OF YOUR HARD DRIVE BEFORE SERVICES ARE PERFORMED AND REMOVE ANY DATA FROM PARTS OR PRODUCTS RETURNED TO ACER OR AN ACER AUTHORIZED SERVICE CENTER, INCLUDING ANY DATA YOU HAVE STORED OR SOFTWARE YOU HAVE INSTALLED ON THE HARD DRIVE. It is possible that the contents of your hard drive will be lost or reformatted in the course of service and Acer will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product serviced. IF DURING THE REPAIR OF THE PRODUCT THE CONTENTS OF THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, ACER IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA WHATSOEVER. YOUR PRODUCT WILL BE RETURNED TO YOU CONFIGURED TO THE ORIGINAL FACTORY CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

7. Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Commercial Purchasers: Acer extends the above limited warranty to purchasers of Products for industrial, commercial and business use upon the same terms and conditions and exclusions applicable to consumer purchasers. **HOWEVER, WITH RESPECT TO COMMERCIAL PURCHASERS, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE EXCLUDED AND DISCLAIMED.**

8. Limitation of Liability. ACER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. ACER'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST ALLOWED BY LAW. ACER IS NOT LIABLE TO



YOU FOR EVENTS BEYOND ACER'S CONTROL , SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, 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.

9. Binding Arbitration. [BINDING ARBITRATION PROVISIONS ARE NOT APPLICABLE TO QUEBEC CONSUMERS] THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ACER WILL BE RESOLVED BY MANDATORY AND BINDING ARBITRATION TO THE FULLEST EXTENT PROVIDED BY LAW. YOU AND ACER THEREFORE GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT AS FURTHER SET FORTH BELOW IN THIS SECTION 9).

To the fullest extent provided by law, and except as otherwise provided below, You and Acer agree that any Dispute (as further defined below in this Section 9) between You and Acer will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules and the Consumer Due Process Protocol. **YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.** You and Acer will agree on another arbitration forum, as well as procedures under which the arbitration will be conducted, if AAA ceases operations.

The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Acer. Arbitration is a process whereby a dispute is submitted to an arbitrator, for a final and binding determination, known as the award. The arbitrator is an individual, similar to a judge, who reviews and weighs evidence provided by both parties, and renders an award enforceable in court. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. **YOU ACKNOWLEDGE THAT, BY WAY OF THIS AGREEMENT, YOU AND ACER WAIVE ALL RIGHTS TO A JURY TRIAL.**

The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class-action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person, whichever method of presentation You choose.

Under the AAA Supplementary Procedures for Consumer-Related Dispute and Consumer Due Process Protocol, You retain the right to seek relief in a small claims court for Disputes within the scope of the small claims court's jurisdiction. The small claims action, or any portion of it, will not be consolidated with any other action and will not be conducted on a class-wide or class-action basis.



If You prevail in the arbitration of any Dispute with Acer, Acer will reimburse You for any fees You paid to AAA in connection with the arbitration. **ANY DECISION RENDERED IN SUCH ARBITRATION PROCEEDINGS WILL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.**

YOU UNDERSTAND THAT, IN THE ABSENCE OF THIS PROVISION, YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, INCLUDING THE RIGHT, IF ANY, AND SUBJECT TO THE RULES OF YOUR JURISDICTION, TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS-ACTION BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

This provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this Agreement, the term “Dispute” means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof; (ii) the related order for, purchase, delivery, receipt or use of any product or service from Acer; or (iii) any other dispute arising out of or relating to the relationship between You and Acer, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/ or any third party who provides products or services purchased from or distributed by Acer. The term “You” means the original purchaser and those in privity with the original purchaser, such as family members or beneficiaries.

Further information may be obtained from the AAA on line at www.adr.org, by calling 800-778-7879, or writing to American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

10. Out of Warranty Repairs. Any services provided to You by Acer that are not within the scope of the Product Limited Warranty or that are not covered by an extended service plan are governed by this Agreement and are otherwise subject to the terms of the Acer out-of-warranty service procedures and any applicable service order. For a period of ninety (90) days after services are performed, Acer warrants that services provided by it were performed in a professional and workmanlike manner. If your problem recurs within the 90-day service warranty period, Acer will, at its option, (i) re-perform the services, (ii) replace the Product pursuant to the terms of this Agreement, (iii) permit You to return the Product and issue a refund pursuant to the terms of this Agreement, (iv) refund the amount You paid for the services. If You purchased an extended service plan from Acer or from a third party, please refer to the extended service plan for its coverage, duration and terms of service.

11. General. Acer and its subsidiaries and affiliates are intended beneficiaries of this Agreement. Any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Acer, other than an extended service plan, shall be governed by this Agreement. 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. **[The exclusivity**



of the following provision is not applicable to Quebec consumers] **THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

12. Privacy Notice. You can review Acer's Privacy Policy on our web site, located at <http://www.acerpanam.com>. Acer will maintain and use your customer information in accordance with its Privacy Policy.

13. 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 the waiver set out in Section 9 of this warranty does not apply and You retain the right to litigate disputes before a court, including the right, subject to the rules of your jurisdiction, to litigate claims on a class-action basis.

14. International Support: You must comply with all applicable export laws and regulations if You export the product from the United States or Canada. Acer does not accept for return any products purchased from a reseller. Customers outside the United States are responsible for paying all freight and brokerage charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to Acer. All international customers are responsible for all customs duties, VAT, GST and other associated taxes and charges.

Please send correspondence about this Agreement to:

**Acer Customer Service
P.O. Box 6137
Temple, TX 76503**

Current information on technical support and warranty policies, phone numbers and other service information is available on our web sites listed on the Warranty Reference Table.



ACCORD DE GARANTIE LIMITÉE ACER

Durée/type de garantie	Limitée 1 an : pièces et main-d'œuvre, service par la poste ou en atelier
Soutien matériel informatique	1 an
Soutien logiciel	90 jours
Site Web du service	http://www.acersupport.com
Numéros de téléphone du service	866-695-2237 (États-Unis) 866-706-2237 (Canada)

[Les dispositions d'arbitrage exécutoire ne s'appliquent pas aux consommateurs du Québec]

CET ACCORD CONTIENT UNE DISPOSITION D'ARBITRAGE OBLIGATOIRE ET EXÉCUTOIRE PAR LAQUELLE ACER ET VOUS-MÊME ACCEPTEZ DE RÉSOUDRE TOUT LITIGE SURVENANT ENTRE VOUS ET ACER PAR ARBITRAGE EXÉCUTOIRE. VEUILLEZ CONSULTER LA SECTION 9 CI-DESSOUS.

Le présent accord (« Accord ») est conclu entre l'acheteur original (« vous ») et Acer America Corporation (« Acer ») et s'applique aux produits de la marque Acer (« Produits ») et aux services achetés aux États-Unis ou au Canada par vous auprès d'Acer ou d'une de ses filiales ou sociétés affiliées ou d'un revendeur agréé Acer (« Revendeur »). Cette garantie limitée est valable uniquement aux États-Unis et au Canada. Cette garantie limitée s'adresse à vous, l'acheteur original et n'est pas transférable à une personne qui ultérieurement achète, loue ou obtient d'une quelconque façon le produit auprès de vous. Cette garantie limitée ne couvre pas les logiciels ou des produits autres que ceux de marque Acer (par exemple, imprimantes, scanners, etc.).

La durée de cette garantie limitée (la « Période de garantie limitée ») est identifiée dans le tableau de référence fourni avec cet Accord (« Tableau de référence de garantie ») et s'applique à tous les produits à l'exception des lampes achetées avec des projecteurs. Si vous avez acheté un projecteur, la lampe est garantie pendant une période de quatre-vingt-dix (90) jours. Si vous avez acheté un produit qui comprend une batterie rechargeable, Acer garantit que la batterie sera exempte de défauts de matériaux et de fabrication pendant la plus courte de (a) la période indiquée dans le tableau de référence de garantie ou (b) un (1) an à partir de la date d'achat du produit qui fonctionne au moyen de la batterie. Comme avec toutes les batteries, la capacité maximale de la batterie incluse dans le produit va diminuer avec le temps ou l'utilisation. La garantie de la batterie ne couvre pas les changements de capacité de la batterie. Votre batterie est uniquement garantie contre des défauts de matériaux ou de fabrication entraînant une défaillance. L'autonomie de la batterie n'est pas garantie et peut varier selon la configuration et l'utilisation des produits, y compris, mais sans s'y limiter, au modèle du produit, aux applications utilisées, aux paramètres de gestion de puissance et aux fonctionnalités du produit. La période de garantie limitée commence à la date d'achat à laquelle vous avez acheté le produit. Votre facture d'achat originale (facture) indiquant la date d'achat du produit constitue votre preuve de la date d'achat.



1. Garantie limitée du produit. Acer garantit que ses produits seront exempts de défauts de matériaux et de fabrication pendant la période de garantie limitée. Pendant la période de garantie limitée, Acer va, à son choix : (i) fournir les pièces de rechange nécessaires pour réparer le produit, (ii) réparer le produit ou le remplacer par un produit comparable, ou (iii) rembourser le montant que vous avez payé pour le produit, MOINS SA DÉPRÉCIATION, lorsqu'il est retourné. Les pièces de rechange et les produits seront neufs ou en bon état de fonctionnement, comparables en utilisation et en performance à la pièce d'origine ou au produit et ils seront garantis pour le reste de la période de garantie initiale ou, si supérieure, 90 jours après qu'ils vous soient expédiés.

2. Soutien technique du matériel. Pendant la période de garantie limitée, Acer fournira le soutien technique du produit. Après l'expiration de la période de garantie limitée, le soutien technique du matériel est disponible moyennant un supplément. Les frais seront débités de votre carte de crédit lorsque vous appelez le soutien technique. Veuillez noter que lorsque vous téléphonez à Acer, des frais de longue distance et autres peuvent s'appliquer, selon votre zone d'appel. La portée du soutien technique consiste à vous aider à diagnostiquer et résoudre les problèmes liés à des défauts dans les produits couverts par cet Accord, et la réinstallation du système d'exploitation et du logiciel installés en usine de façon à les restaurer à la configuration d'usine. Acer peut fournir un soutien technique via Internet, téléphone et d'autres méthodes. Acer pourrait changer le moyen par lequel il vous fournit un soutien technique à tout moment sans préavis.

3. Soutien logiciel pour les logiciels du système d'exploitation. Acer n'est pas le fabricant du logiciel ou du système d'exploitation et ne garantit pas que le logiciel ou les systèmes d'exploitation soient exempts d'erreurs, que ce soit isolément ou en combinaison avec le matériel. Pour votre produit, Acer aidera l'acheteur original avec (i) l'installation de tout logiciel du système d'exploitation acheté auprès d'Acer, (ii) la configuration du logiciel du système d'exploitation, (iii) l'installation du logiciel du système d'exploitation, et (iv) les problèmes de dépannage associés au logiciel du système d'exploitation.

4. Restrictions et exclusions.

CETTE GARANTIE LIMITÉE NE COUVRE PAS, ET ACER N'EST PAS RESPONSABLE POUR :

- LA LIVRAISON OU L'INSTALLATION, OU LES FRAIS DE MAIN-D'ŒUVRE POUR L'INSTALLATION OU LA CONFIGURATION DU PRODUIT, LE RÉGLAGE DES COMMANDES DU CLIENT SUR LE PRODUIT NI L'INSTALLATION OU LA RÉPARATION DES SYSTÈMES D'ANTENNE EXTERNES AU PRODUIT;
- LES DOMMAGES CAUSÉS PAR UNE MAUVAISE UTILISATION, UNE UTILISATION ABUSIVE, DES ACCIDENTS, INCENDIES, VOLS, DISPARITIONS, MAUVAISE POSITION, FLUCTUATIONS ET SURTENSIONS, RACCORDEMENT À UNE TENSION INAPPROPRIÉE OU UNE TENSION DE LIGNE ÉLECTRIQUE INCORRECTE, VIRUS, LOGICIEL MALVEILLANT, CONDUITE IMPRUDENTE, VOLONTAIRE OU INTENTIONNELLE;
- DOMMAGES CAUSÉS PAR DES SERVICES D'ENTRETIEN NON AUTORISÉS PAR ACER;
- DOMMAGES CAUSÉS PAR UNE UTILISATION QUI N'EST PAS CONFORME AUX INSTRUCTIONS DU PRODUIT OU AUX MANUELS DE L'UTILISATEUR, DÉFAUT DE



SUIVRE LES INSTRUCTIONS DU PRODUIT OU LES MANUELS DE L'UTILISATEUR OU POUR NE PAS PROCÉDER AU NETTOYAGE OU À L'ENTRETIEN PRÉVENTIF;

- DOMMAGE CAUSÉ PAR UN PRODUIT OU UNE PIÈCE QUI A ÉTÉ MODIFIÉ(E) POUR ALTÉRER LA FONCTIONNALITÉ OU LA CAPACITÉ SANS L'AUTORISATION ÉCRITE D'ACER;
- DOMMAGES CAUSÉS PAR LA COMBINAISON DE PRODUITS DE MARQUE ACER AVEC DES PRODUITS D'AUTRES MARQUES, DES ACCESSOIRES, DES PIÈCES OU COMPOSANTS (Y COMPRIS LES CARTES SIMS OU CARTES MÉMOIRE) OU L'UTILISATION DE PRODUITS, ÉQUIPEMENTS, SYSTÈMES, SERVICES PUBLICS, AUTRES SERVICES, PIÈCES, FOURNITURES, ACCESSOIRES, APPLICATIONS, INSTALLATIONS, RÉPARATIONS, CÂBLAGE EXTERNE OU CONNECTEURS NON FOURNIS, NI AUTORISÉS PAR ACER QUI ENDOMMAGENT CE PRODUIT OU PROVOQUENT DES PROBLÈMES DE SERVICE;
- PROBLÈMES DE SIGNAL, PROBLÈMES DE RÉCEPTION ET DE DISTORSION LIÉS À LA TRANSMISSION DU BRUIT, DE L'ÉCHO, D'INTERFÉRENCE OU DE TOUTE AUTRE TRANSMISSION DE SIGNAL ET DE PROBLÈMES DE PRESTATION;
- RÉSULTATS D'UNE UTILISATION NORMALE, COMME LA DÉGRADATION PROGRESSIVE DE L'IMAGE, LE VIEILLISSEMENT INÉGAL DE L'ÉCRAN, DES IMAGES RÉMANENTES ET UNE INSUFFISANCE DE PIXELS DANS LES SPÉCIFICATIONS DÉSIGNÉES OU QUI NE MODIFIENT PAS MATÉRIELLEMENT LA FONCTIONNALITÉ DES PRODUITS;
- UTILISATION DU PRODUIT SANS INTERRUPTION OU SANS ERREUR;
- LOGICIEL, NOTAMMENT LE SYSTÈME D'EXPLOITATION ET LE LOGICIEL AJOUTÉS À VOTRE PRODUIT PAR LE BIAIS DE NOTRE SYSTÈME D'INTÉGRATION EN USINE, LOGICIEL TIERS OU LE RECHARGEMENT DU LOGICIEL;
- TOUT ÉQUIPEMENT OU COMPOSANTE QUI N'ÉTAIT PAS INCLUS DANS VOTRE PRODUIT DANS L'ÉTAT DANS LEQUEL IL VOUS A ÉTÉ VENDU;
- PERTES DE DONNÉES;
- USURE NORMALE;
- IMPERFECTIONS MINEURES QUI RÉPONDENT AUX SPÉCIFICATIONS DE CONCEPTION;
- DOMMAGE D'ORDRE ESTHÉTIQUE OU FINITION EXTÉRIEURE QUI N'AFPECTE PAS LA FONCTIONNALITÉ, CE QUI COMPREND NON EXCLUSIVEMENT LES ÉCRANS RAYÉS OU FÊLÉS;
- LES PRODUITS POUR LESQUELS LE NUMÉRO DE SÉRIE D'ACER EST MANQUANT, ALTÉRÉ OU DÉTRUIT;
- HAUT-PARLEURS EXTERNES, CLAVIERS ET SOURIS;
- SERVICES DE DONNÉES SANS FIL FOURNIS PAR DES FOURNISSEURS TIERS;
- DOMMAGES CAUSÉS PAR SUITE D'UN TRANSPORT OU D'UN EMBALLAGE INADAPTÉ LORS DU RETOUR DU PRODUIT CHEZ ACER OU CHEZ UN PRESTATAIRE DE SERVICE AUTORISÉ ACER;
- UN PRODUIT QUI NÉCESSITE UNE MODIFICATION OU UNE ADAPTATION POUR POUVOIR FONCTIONNER DANS UN PAYS AUTRE QUE CELUI POUR LEQUEL IL A ÉTÉ CONÇU, FABRIQUÉ, APPROUVÉ ET/OU AUTORISÉ OU UNE RÉPARATION DES PRODUITS ENDOMMAGÉS PAR CES MODIFICATIONS.



TOUTE GARANTIE APPLICABLE AU LOGICIEL, Y COMPRIS AUX SYSTÈMES D'EXPLOITATION OU AUX PRODUITS D'UNE MARQUE AUTRE QU'ACER EST FOURNIE PAR LE FABRICANT D'ORIGINE.

5. Enregistrement. L'enregistrement de votre produit permet à Acer de mieux vous servir. Acer vous encourage à enregistrer votre produit dans les trente (30) jours suivant l'achat initial afin de recevoir un service rapide et une couverture d'assistance en cas de besoin. Pour l'enregistrement, allez sur <http://www.acersupport.com> et choisissez « Enregistrer votre système ». Conformément à la loi applicable, Acer pourrait vous demander de fournir une preuve d'achat ou d'observer les exigences d'enregistrement avant de recevoir un service de garantie.

6. Instructions pour obtenir des services de garantie. Pour des instructions précises sur la façon d'obtenir un service de garantie pour votre produit, veuillez consulter le tableau de référence de garantie contenu dans ce livret et allez à : <http://www.acersupport.com>

Comment obtenir le service en vertu de la garantie :

- Vous devez aider Acer à diagnostiquer les problèmes rencontrés avec votre produit et suivre la procédure de garantie d'Acer.
- Vous devez obtenir un service de garantie auprès d'Acer ou d'un centre de service agréé par Acer. Acer ne vous remboursera pas les services fournis par d'autres.
- Si Acer décide que vous avez besoin de pièces de remplacement ou d'un produit de remplacement, Acer peut exiger une autorisation de carte de crédit ou toute autre garantie de recevoir les pièces de remplacement ou le produit de remplacement et peut vous obliger à payer les frais de livraison des pièces de remplacement ou du produit de remplacement et les frais de retour de la pièce défectueuse ou du produit à Acer. Acer autorisera ensuite l'expédition des pièces requises ou de votre produit.
- Il peut vous être demandé de livrer votre produit à Acer ou à un centre de service agréé par Acer et de récupérer votre produit d'Acer ou de l'un de ses centres de service agréé, et ce, à vos frais. Lorsque vous envoyez un produit à Acer ou à un centre de service agréé par Acer, vous devez envoyer le produit, fret payé d'avance, soit dans son emballage d'origine dans ou un emballage offrant un niveau de protection équivalent. Vous êtes responsable de bien emballer votre produit, en payant tous les frais d'expédition, les frais d'assurance, les frais liés à une perte ou à des dommages au produit pendant l'expédition, et tout autre droit, taxe, redevance ou frais associés au transport du produit à Acer ou à un centre de service agréé par Acer. **VOUS ÊTES RESPONSABLE DE TOUT DOMMAGE FAIT À VOTRE PRODUIT ACER PENDANT L'EXPÉDITION À ACER OU À UN CENTRE DE SERVICE AGRÉÉ PAR ACER.**
- Avant de donner votre produit à Acer ou à un centre de service agréé par Acer pour service, enlevez toute information confidentielle, exclusive ou personnelle, et les supports amovibles, tels que les disques, CD ou cartes PC.
- Si Acer vous demande de retourner les pièces ou produits défectueux, vous devez le faire dans les 15 jours suivant la réception des pièces ou produits de rechange. Si vous ne retournez pas les pièces de rechange ou le produit selon les instructions, Acer imputera le montant autorisé à votre carte de crédit. Toutes les pièces échangées et tous les produits remplacés en vertu du présent Accord deviendront la propriété d'Acer.

IL EST DE VOTRE RESPONSABILITÉ DE SAUVEGARDER LE CONTENU DE VOTRE DISQUE DUR AVANT L'EXÉCUTION DES SERVICES ET DE SUPPRIMER TOUTES LES DONNÉES



DES PIÈCES OU PRODUITS RETOURNÉS À ACER OU À UN CENTRE DE SERVICE AGRÉÉ PAR ACER, NOTAMMENT LES DONNÉES QUE VOUS AVEZ SAUVEGARDÉES OU LES LOGICIELS QUE VOUS AVEZ INSTALLÉS SUR LE DISQUE DUR. Il est possible que le contenu de votre disque dur soit perdu ou reformaté dans le cadre de la réparation et Acer ne sera responsable d'aucun dommage ou perte de programmes, de données ou d'autres renseignements stockés sur tout média ou toute pièce des produits réparés. SI PENDANT LA RÉPARATION DU PRODUIT LE CONTENU DU DISQUE DUR EST ALTÉRÉ, SUPPRIMÉ, OU MODIFIÉ DE QUELQUE FAÇON QUE CE SOIT, ACER N'EST PAS RESPONSABLE DES PERTES DE VOS DONNÉES QUI POURRAIENT SE PRODUIRE. VOTRE PRODUIT VOUS SERA RETOURNÉ CONFIGURÉ À LA CONFIGURATION ORIGINALE D'USINE (SELON LA DISPONIBILITÉ DU LOGICIEL).

7. Garanties implicites. SAUF DANS LA MESURE INTERDITE PAR LA LOI EN VIGUEUR, TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON EST LIMITÉE À LA DURÉE DE CETTE GARANTIE.

Acheteurs commerciaux : Acer étend la garantie limitée ci-dessus aux acheteurs de produits à usage industriel, commercial et professionnel aux mêmes termes et conditions et exclusions applicables aux acheteurs consommateurs. **TOUTEFOIS, DANS LE CADRE DES ACHETEURS COMMERCIAUX, TOUTE GARANTIE IMPLICITE, Y COMPRIS LES GARANTIES IMPLICITES DE QUALITÉ MARCHANDE, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON, EST EXCLUE ET REJETÉE.**

8. Limitation de responsabilité. ACER NE SERA PAS RESPONSABLE DES DOMMAGES DIRECTS OU INDIRECTS DÉCOULANT DE LA RUPTURE DE TOUTE GARANTIE EXPRESSE OU IMPLICITE. LA RESPONSABILITÉ MAXIMALE D'ACER EST LIMITÉE AU PRIX D'ACHAT QUE VOUS AVEZ PAYÉ POUR LES PRODUITS OU SERVICES AUGMENTÉ DES INTÉRÊTS AUTORISÉS PAR LA LOI. ACER NE VOUS EST REDEVABLE EN AUCUNE FAÇON DES ÉVÉNEMENTS HORS DU CONTRÔLE D'ACER, COMME LES CALAMITÉS NATURELLES, VIRUS, DOMMAGES AUX BIENS, PERTE D'UTILISATION, INTERRUPTION DES AFFAIRES COMMERCIALES, PERTE DE BÉNÉFICES, PERTE DE DONNÉES OU AUTRES DOMMAGES INDIRECTS, PUNITIFS OU SPÉCIAUX, QUELLE QU'EN SOIT LA CAUSE, QUE CE SOIT POUR RUPTURE DE GARANTIE, DE CONTRAT, DE DÉLIT (INCLUANT LA NÉGLIGENCE), DE RESPONSABILITÉ ABSOLUE OU AUTRE.

Certains états ou juridictions n'autorisent pas l'exclusion ou la limitation de responsabilité en cas de dommages directs ou indirects, ou autorisent des limitations concernant la durée des garanties implicites. Il est donc possible que les limitations ci-dessus ne s'appliquent pas à votre situation. Cet Accord vous donne des droits légaux spécifiques et vous pouvez avoir d'autres droits qui varient d'un État à l'autre, d'une juridiction à l'autre ou d'une province à l'autre.

9. Arbitrage exécutoire. [LES DISPOSITIONS D'ARBITRAGE EXÉCUTOIRE NE S'APPLIQUENT PAS AUX CONSOMMATEURS DU QUÉBEC] CET ACCORD STIPULE QUE TOUT LITIGE SURVENANT ENTRE VOUS ET ACER SERA RÉSOLU PAR ARBITRAGE OBLIGATOIRE ET EXÉCUTOIRE DANS LES LIMITES AUTORISÉES PAR LA LOI. VOUS-MÊME ET ACER RENONCEZ DONC À VOTRE DROIT D'ALLER AU TRIBUNAL POUR AFFIRMER OU DÉFENDRE VOS DROITS EN VERTU DU PRÉSENT ACCORD (SAUF POUR



LES QUESTIONS QUI PEUVENT ÊTRE PRÉSENTÉES À LA COUR DES PETITES CRÉANCES TELLES QUE DÉCRITES CI-DESSOUS À LA SECTION 9).

Dans les limites autorisées par la loi, et sauf disposition contraire stipulée ci-dessous, vous et Acer acceptez que tout différend (aux termes de la définition ci-dessous à la Section 9) entre vous et Acer soit résolu exclusivement et définitivement par arbitrage exécutoire administré par l'American Arbitration Association (AAA) et mené en conformité avec les procédures supplémentaires de l'AAA en ce qui concerne les litiges liés aux consommateurs du Règlement d'arbitrage commercial et du Protocole de processus de consommation raisonnable. **VOS DROITS SERONT PAR CONSÉQUENT DÉTERMINÉS PAR UN ARBITRE NEUTRE ET NON UN JUGE OU UN JURY.** Vous et Acer conviendrez d'un autre forum d'arbitrage, et d'autres procédures en vertu desquelles l'arbitrage sera réalisé, si AAA cesse ses activités.

L'arbitrage sera mené devant un seul arbitre et sera limité uniquement au différend entre vous et Acer. L'arbitrage est un processus par lequel un litige est soumis à un arbitre, pour une décision définitive et exécutoire, connue comme le jugement arbitral. L'arbitre est un particulier, semblable à un juge, qui examine et pèse les preuves fournies par les deux parties et rend une sentence exécutoire devant les tribunaux. Les décisions d'arbitre sont exécutoires comme toute ordonnance du tribunal et ne sont soumises qu'À UNE RÉVISION TRÈS LIMITÉE PAR UN TRIBUNAL. **VOUS RECONNAISSEZ QUE, PAR VOIE DE CET ACCORD, VOUS ET ACER RENONCEZ À TOUT DROIT À UN PROCÈS DEVANT JURY.**

L'arbitrage, ou toute partie de ce dernier, ne sera unifié à aucun autre arbitrage et ne pourra faire l'objet d'un recours collectif ou individuel. L'arbitrage doit avoir lieu à n'importe quel endroit raisonnable à proximité de votre résidence par soumission de documents, par téléphone, en ligne ou en personne, selon la méthode de présentation que vous choisissiez.

En vertu des Procédures supplémentaires d'AAA dans le cadre de litiges relatifs aux consommateurs et le Protocole de processus de consommation raisonnable, vous conservez le droit de demander réparation devant un tribunal des petites créances pour les litiges relevant de la compétence de la cour des petites créances. Toute ou partie de l'action menée devant la cour des petites créances ne sera unifiée à aucun autre arbitrage et ne pourra faire l'objet d'un recours collectif ou individuel.

Si vous obtenez gain de cause lors de l'arbitrage d'un différend avec Acer, Acer vous remboursera les frais que vous avez payés à AAA dans le cadre de l'arbitrage. **TOUTE DÉCISION RENDUE DANS UNE TELLE PROCÉDURE D'ARBITRAGE SERA FINALE ET LIERA LES PARTIES, ET LE JUGEMENT PEUT ÊTRE INSCRIT DANS N'IMPORTE QUELLE COUR DE JURIDICTION COMPÉTENTE.**

VOUS COMPRENEZ QUE, EN L'ABSENCE DE CETTE DISPOSITION, VOUS AURIEZ EU LE DROIT DE PLAIDER LES DIFFÉRENDS DEVANT UN TRIBUNAL, Y COMPRIS LE DROIT, LE CAS ÉCHÉANT ET EN FONCTION DE LA RÉGLEMENTATION DE VOTRE JURIDICTION, DE PLAIDER DES RÉCLAMATIONS SUR LA BASE D'UN RECOURS COLLECTIF OU INDIVIDUEL, ET QUE VOUS AVEZ EXPRESSÉMENT ET SCIEMMENT RENONCÉ À CES DROITS ET CONVENU DE RÉSOUDRE TOUT DIFFÉREND CONFORMÉMENT AUX DISPOSITIONS DE CETTE SECTION. Si cette disposition spécifique est jugée inapplicable, alors l'intégralité de cette clause d'arbitrage est nulle et non avenue.



Cette disposition sera régie par la Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* Aux fins du présent Accord, le terme « différend » signifie tout différend, litige ou réclamation découlant de ou lié à (i) le présent Accord, son interprétation, ou violation, expiration, applicabilité ou validité, (ii) la commande relative à, l'achat, la livraison, la réception ou l'utilisation de tout produit ou service délivré par Acer, ou (iii) tout autre différend résultant de ou lié à la relation entre vous et Acer, ses sociétés mères, filiales, sociétés affiliées, administrateurs, dirigeants, salariés, bénéficiaires, ses agents, ayants droit, fournisseurs de composants (matériaux et logiciels), ou tout tiers qui fournit des produits ou des services achetés auprès d'Acer ou distribués par Acer. Le terme « vous » désigne l'acheteur d'origine et ceux qui sont en lien avec l'acheteur d'origine, comme les membres de la famille ou les bénéficiaires.

Il est possible d'obtenir de plus amples renseignements auprès de AAA en ligne : www.adr.org, en appelant le 800-778-7879, ou en écrivant à American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

10. Réparations lorsque la garantie est expirée. Tous les services qui vous sont fournis par Acer et qui ne sont pas couverts par la garantie limitée du produit ou qui ne sont pas couverts par un plan d'entretien prolongé sont régis par le présent Accord et sont par ailleurs soumis aux termes des procédures de service hors garantie d'Acer et tout ordre de service applicable. Pendant une période de quatre-vingt-dix (90) jours après que les services aient été fournis, Acer garantit que les services fournis par elle ont été effectués de manière professionnelle et selon les règles de l'art. Si votre problème persiste au cours de la période de garantie de service de 90 jours, Acer va, à sa discrétion, (i) réexécuter les services, (ii) procéder au remplacement du Produit conformément aux termes du présent Accord, (iii) vous permettre de retourner le produit et émettre un remboursement aux termes du présent Accord, (iv) effectuer le remboursement du montant que vous avez payé pour les services. Si vous avez acheté un plan d'entretien prolongé d'Acer ou d'un tiers, veuillez consulter le plan d'entretien prolongé pour connaître sa couverture, la durée et les conditions de service.

11. Général. Acer et ses filiales et sociétés affiliées sont les bénéficiaires visés du présent Accord. Toute incohérence entre cet Accord et tout autre contrat inclus ou afférent à des produits ou services achetés auprès d'Acer, autre qu'un plan d'entretien prolongé, est régie par le présent Accord. Cet Accord ne peut être modifié, altéré ou amendé sans l'accord écrit d'Acer qui stipule expressément que l'écrit vise à modifier, altérer ou amender le présent Accord. Les termes ajoutés ou modifiés seront nuls et non avenus, sauf accord exprès écrit d'Acer. Dans l'éventualité où toute clause de cet Accord est jugée illégale ou non applicable, la validité, la légalité et l'applicabilité des portions restantes de cet Accord ne seront pas affectées ni conséquemment altérées. **[L'exclusivité de la disposition suivante ne s'applique pas aux consommateurs du Québec] LE PRÉSENT ACCORD AINSI QUE TOUTE VENTE EN VERTU DE CET ACCORD SONT RÉGIS PAR LES LOIS DE L'ÉTAT DU TEXAS, SANS ÉGARD AUX PRINCIPES RÉGISSANT LES CONFLITS DE LOIS.**

12. Avis de confidentialité. Vous pouvez consulter la Politique de confidentialité d'Acer sur notre site Web, situé à <http://www.acerpanam.com>. Acer conservera et utilisera vos renseignements client conformément à sa Politique de confidentialité.

13. Pour les résidents du Canada : Cet Accord est soumis aux dispositions applicables des lois canadiennes sur la protection du consommateur, lesquelles ne peuvent être dérogées par convention privée ou qui peuvent interdire l'application de toute disposition ou stipulation incluses



aux présentes. Dans la mesure où toute stipulation ou disposition est ainsi interdite, elle : i) ne doit être interprétée comme ayant été omise de cet Accord, (ii) n'affecte pas la légalité, la validité ou l'applicabilité de cette disposition dans toute autre juridiction, et (iii) les autres clauses et dispositions du présent Accord resteront en vigueur et de plein effet. Sans limiter la généralité de ce qui précède et nonobstant toute disposition contraire contenue aux présentes, la renonciation énoncée à la Section 9 de la présente garantie ne s'applique pas aux résidents du Québec, de la Colombie-Britannique et de l'Ontario, et vous conservez le droit de plaider les litiges devant un tribunal, y compris le droit, sous réserve des règles de votre juridiction, de plaider les réclamations sur la base d'une action individuelle.

14. Soutien international : Vous devez respecter toutes les lois sur l'exportation et les règlements applicables si vous exportez le produit à partir des États-Unis ou du Canada. Acer n'accepte pas le retour d'un produit acheté auprès d'un revendeur. Les clients en dehors des États-Unis sont responsables de payer tous les frais de fret et de courtage engagés dans l'expédition, l'importation ou l'exportation et la réception des produits et des pièces de remplacement et l'organisation et le paiement des frais d'expédition des pièces défectueuses retournées à Acer. Tous les clients internationaux sont responsables de tous les droits de douane, TVA, TPS et autres taxes et coûts associés.

Veuillez envoyer votre correspondance concernant le présent Accord à :

**Acer Customer Service
P.O. Box 6137
Tempe, TX 76503**

Les renseignements courants sur les politiques de soutien technique et de garantie, les numéros de téléphone et les renseignements sur un autre service sont disponibles sur nos sites Web indiqués sur le tableau de référence de garantie.



CERTIFICADO DE GARANTIA ACER PARA AMERICA LATINA

Vigencia de la Garantía/Tipo	1 Año limitada / En taller
Soporte de Hardware	1 Año
Soporte de Software	90 Días
Página de Internet del Soporte Acer	http://www.acersupport.com

El Producto marca Acer comprado a Acer ó a un Distribuidor Autorizado, está cubierto por una Garantía Limitada de un (1) año que otorga Acer a través de sus Centros Nacionales y Centros Autorizados de Servicio en cada país, contra cualquier defecto de fabricación y funcionamiento, imperfecciones de materiales y mano de obra bajo condiciones normales de uso durante el período de garantía.

Términos y Vigencia de la Garantía Acer

La Garantía de su Producto Acer consta de un (1) año en Mano de Obra y un (1) año en cambio o reparación de piezas de la configuración original del Producto (Hardware) en el Taller, contado a partir de la fecha de compra del mismo. Durante el periodo de garantía, Acer hará la reparación ó reemplazará las partes defectuosas con refacciones originales y sin costo para el cliente. Todas las partes y refacciones reemplazadas durante ésta garantía pasarán a ser propiedad de Acer.

Información General

1. Servicio y Soporte Acer

Simplemente llame al Centro Nacional de Servicio Acer o visítenos en la página de Internet www.acersupport.com y nuestros técnicos le ayudarán a diagnosticar y cuando sea posible, a resolver el problema relacionado con su producto. Al llamar a Acer por teléfono, podría incurrir en cargos de larga distancia y otros cargos, según su localidad y proveedor de servicio. En caso de que no sea posible solucionar el problema, deberá acudir a efectuar la reparación al taller.

2. Garantía en el Taller

Dentro del Período de Garantía, el cliente deberá llevar el Equipo Acer al Centro Nacional de Servicio Acer o a cualquiera de los Centros Autorizados de Servicio Acer para efectuar la reparación.

3. Garantía de Hardware

La cobertura de esta Garantía Limitada es válida en el Centro Nacional de Servicio Acer ó en cualquiera de los Centros Autorizados de Servicio con que ACER cuenta en el país y se extiende únicamente a los productos y partes bajo la marca Acer.

4. Garantía de Software

En caso de mal funcionamiento, el software preinstalado original cuenta con un período de garantía de noventa (90) días a partir de la fecha de la adquisición inicial del Producto Acer. Dentro de dicho período el software será reinstalado a su condición original de fábrica.

En equipos de Escritorio y Portátiles, si existe daño del disco duro éste será reemplazado y el software será reinstalado a su condición original de fábrica utilizando el disco (CD) de recuperación del cliente.

Es responsabilidad del cliente efectuar el respaldo del software de fábrica y proporcionar los (CD) de recuperación cuando la reinstalación del software sea necesaria.

Acer en ningún momento y bajo ninguna circunstancia se hace responsable directa ó indirectamente por la pérdida de información.

Una vez transcurrido el Período de Garantía del Software de noventa (90) días, el Centro Nacional de Servicio y los CAS cobrarán por el servicio de reinstalación de dicho Software y la re-configuración del equipo.

5. Accesorios Periféricos

Sólo los accesorios periféricos fabricados por Acer o que forman parte del Equipo Acer están cubiertos por esta Garantía Limitada. Dentro de los accesorios periféricos se incluye únicamente el teclado y el mouse (ratón)

6. Garantía por Reparación de Partes

Todos los repuestos tienen una garantía de 90 días contados a partir de la fecha de reparación.



Una vez instalado el repuesto en su Producto Acer, contará con la mayor garantía que pueda corresponderle, es decir, los 90 días a partir de la fecha de reparación o bien el periodo restante de la garantía del equipo en donde se instaló la refacción.

Si el repuesto es instalado en un producto que no sea de la marca Acer o en un equipo Acer fuera de garantía, la garantía del repuesto se limitará a 90 días contados a partir de la fecha de reparación.

7. Política Corporativa para Soporte de Equipos

ACER se compromete a proveer el servicio de reparación de su Producto Acer de conformidad con el período mínimo requerido por las leyes que rijan al respecto en el país de compra del Producto.

8. Transferencia de Garantía

La Garantía Limitada Acer y su respectivo plazo NO sufrirán alteración alguna en caso de que el Producto sea vendido, cedido o pignorado a un tercero distinto del Propietario inicial, considerando que el período establecido de la garantía empezara a regir a partir de la fecha compra del Producto por parte del propietario inicial, sin importar que este venda o ceda el Producto a un tercero en un futuro, por lo que esta garantía no es prorrogable o ampliable por ésta causa y no podrá empezar a regir nuevamente al momento de la venta o cesión antes referida, siguiendo al efecto las formalidades establecidas en el inciso 1 del capítulo de Condiciones de este Certificado.

9. Extensión de Garantías

El cliente podrá ampliar la Garantía de Fábrica de su producto mediante la compra de pólizas de extensión de garantía mismas que pueden ser adquiridas dentro del periodo de Garantía del Producto a través del Centro Nacional de Servicio Acer o de los Centros Autorizados de Servicio Acer. Quedan excluidos de las extensiones de garantía, componentes tales como ratón, teclado y altavoces, en el caso de computadoras de escritorio, y las baterías de los equipos portátiles. Cualquier extensión de garantía adquirida a un tercero distinto a Acer, tales como compañías de seguros o cualquier otra que ofrezca éste servicio, será de exclusiva responsabilidad del cliente y no de Acer.

10. Centro Nacional de Servicio y Centros Autorizados de Servicio Acer

La información de Centros Nacionales de Servicio Acer y la lista de Centros Autorizados de Servicio de su localidad puede encontrarla en la página de Internet de Acer www.acersupport.com. Dichos establecimientos están altamente calificados para efectuar las reparaciones de Equipos Acer y en ellos podrán adquirirse partes y repuestos originales.

Condiciones

1. Para hacer válida esta Garantía

El cliente deberá presentar éste certificado y la factura original, junto con el producto defectuoso y el disco (CD) de recuperación en el caso de equipos de escritorio y portátiles, en el Centro Nacional de Servicio Acer o en cualquiera de los Centros Autorizados de Servicio Acer en el País donde fue efectuada la compra.

2. La Garantía Limitada cubre:

El Producto marca Acer en el país en el que el Producto fue comprado, desde el momento de la compra y hasta el vencimiento del periodo de la garantía. En el caso de portátiles, queda también cubierta la batería original de fábrica por un (1) año a partir de la fecha de compra.

3. Salvo en situaciones de fuerza mayor o caso fortuito, el tiempo de reparación en ningún caso será mayor a 30 días naturales contados a partir de la fecha de recepción del producto en el Centro Nacional de Servicio Acer o en cualquiera de los Centros Autorizados de Servicio Acer.

Exclusiones

Esta Garantía no es válida en los siguientes casos:

- a. Cuando el número de serie del producto haya sido dañado, alterado o borrado.
- b. Cuando no se demuestre mediante el comprobante de compra que el producto esté dentro del período de Garantía.
- c. Cuando el desperfecto sea consecuencia del mal uso, descuido o por la falta de observación del instructivo de funcionamiento incluido en el producto.
- d. Cuando haya existido algún intento anterior de reparación fuera del Centro Nacional de Servicio Acer o en los Centros Autorizados de Servicio señalados en la página de Internet de Acer <http://www.acersupport.com>
- e. Cuando el producto haya recibido golpes accidentales o intencionales o haya sido expuesto a elementos nocivos como agua, ácidos, fuego, intemperie, fluctuaciones de voltaje o cualquier otro similar o análogo.
- f. Cuando la falla del producto sea producida por falta de mantenimiento o mantenimiento inapropiado.



- g. Cuando el desperfecto sea consecuencia de la combinación de productos marca Acer con productos, accesorios o partes de otras marcas.
- h. Cualquier accesorio, componente o software que no hayan sido incluidos de fábrica en su Producto. En estos casos, la garantía es proporcionada por el fabricante original.
- i. Cuando el producto haya sido alterado.
- j. Cuando el producto presente problemas debidos a re-configuraciones de Software y otras aplicaciones no incluidas con el producto original. Bajo ninguna circunstancia Acer o los Centros Autorizados de Servicio Acer serán responsables de la pérdida de información del usuario debido a problemas de hardware o software.
- k. Cuando el producto haya sido contaminado por un virus.
- l. Las partes que sólo presenten desgaste normal por uso o el rayado de las mismas (ejm: batería, plásticos, teclados, ratones, etc.).

La duración de la batería no está garantizada y depende de su uso y configuración, incluyendo pero no limitado a: modelo de producto, aplicaciones en uso, configuración del administrador de energía y accesorios conectados al producto. La batería está garantizada contra defectos de fabricación. La garantía de la batería no cubre la disminución en su capacidad de carga y retención de la misma.
- m. Cuando el producto haya sido comprado a un Distribuidor o revendedor NO autorizado.
- n. Defectos menores en las pantallas LCD. Se considerará que el defecto de la pantalla es menor a condición de que el número de píxeles defectuosos por millón sea inferior a cuatro (4) y a condición de que el número de píxeles defectuosos en el área central sea como máximo uno (1). Se entiende como área central el rectángulo situado en el centro al dividir imaginariamente la pantalla en nueve rectángulos iguales mediante dos líneas verticales y dos líneas horizontales.

Registro de Producto

Registrar su producto nos ayuda a servirle mejor y mantenerle actualizado con información actualizada acerca de su producto. Lo exhortamos a registrar su producto dentro de los primeros 30 días de la fecha de compra. Para registrarse solo vaya a nuestra página de soporte y servicio - <http://www.acersupport.com> y seleccione la opción "Registro de Producto".



CERTIFICADO DE GARANTIA ACER

Vigência da Garantia/Tipo	1 Ano limitada (275 dias contratual + 90 dias legal) / no Centro Nacional de Serviços Acer
Suporte do Hardware	1 Ano (275 dias contratual + 90 dias legal)
Suporte do Software	90 dias (legal)
Website do Suporte Acer	www.acer.com.br

Termos e Vigência da Garantia Acer

A garantia de seu produto Acer é de (1) um ano, sendo este um (1) ano composto por noventa (90) dias de garantia legal e mais duzentos e setenta e cinco (275) dias de garantia contratual, para reparo ou troca de partes e peças na configuração original do produto (hardware), nas instalações físicas do Centro Nacional de Serviços Acer, a partir da data da compra do produto. Durante o período de garantia, a Acer irá reparar ou substituir eventuais peças defeituosas por peças originais sem nenhum custo para o cliente. Todas as partes e peças substituídas durante esta garantia passarão a ser propriedade da Acer.

Relatório Geral

1. Serviço e Suporte Acer

Para utilização dos serviços ou suporte em garantia, contatar o Centro Nacional de Serviços Acer através do telefone 0800 762 2237 ou acessar o website www.acer.com.br através dos quais nossos técnicos irão auxiliá-lo e sempre que possível, resolver as ocorrências relativas ao seu produto. Caso não seja possível resolver a ocorrência, será fornecido um código de autorização de postagem (CAP) para você encaminhar seu produto ao Centro Nacional de Serviços Acer.

2. Garantia do Hardware

A cobertura desta garantia é limitada e válida para atendimento no Centro Nacional de Serviços Acer e se estende apenas aos produtos e peças sob a marca Acer, adquiridos, comprovadamente, no território nacional brasileiro.

3. Garantia do Software

Em caso de mau funcionamento, o software original pré-instalado tem garantia de noventa (90) dias a contar da data de aquisição do produto Acer. Durante este prazo, o software será reinstalado na sua condição original de fábrica.

Em caso de defeito na unidade de disco rígido (quando aplicável), o software será reinstalado na sua condição original de fábrica.

Em qualquer momento ou sob qualquer circunstância, o Centro Nacional de Serviços Acer não será responsável, direta ou indiretamente, pela perda de informações da unidade de disco rígido ou de qualquer outra informação do cliente.

Terminado o período de noventa (90) dias de garantia do software original, o Centro Nacional de Serviço Acer cobrará pelo serviço de reinstalação do Software e de reconfiguração do produto.



4. Acessórios e Periféricos

Somente acessórios e periféricos fabricados pela Acer e que façam parte do produto Acer são cobertos por esta garantia. Como acessórios e periféricos, entendem-se somente fonte de alimentação, bateria e cabo de energia.

5. Garantia do conserto de peças

Todas as peças substituídas são garantidas por 90 (noventa) dias após reparo realizado no Centro Nacional de Serviços Acer. Uma vez instalada a nova peça em substituição da defeituosa, prevalecerá o maior dos prazos de garantia entre, os 90 dias dado à peça ou o restante do prazo de garantia dado ao produto, onde a mesma foi colocada.

6. Transferência de Garantia

A garantia Acer não poderá ser transferida juntamente com o produto quando o mesmo for revendido, transferido ou cedido a um terceiro que não seja o usuário (comprador) original, pois o período de garantia começa a valer a partir da data de compra do produto pelo primeiro proprietário, comprovadamente pela data constante da Nota Fiscal de compra. Não importa que este revenda, aliene o produto a um terceiro, ou venha a aliená-lo no futuro. Isso se dá pelo motivo de que esta garantia não é renovável e não ocorrerá a novação em razão da revenda ou da cessão aqui referida.

Condições

1. Para que essa garantia seja válida

Após o recebimento do código de autorização de postagem (CAP) por meio eletrônico (e-mail), o cliente deverá enviar uma cópia da **nota fiscal de compra** juntamente com o produto defeituoso (dentro do prazo de garantia) para o Centro Nacional de Serviços Acer.

2. Esta garantia é limitada e abrange:

O produto da marca Acer, a partir do momento da compra e só será válida para produtos adquiridos (comprovadamente) dentro do território nacional brasileiro.

3. No caso onde, de acordo com parecer do fabricante Acer, não seja possível efetuar o reparo do produto dentro do período de garantia, a Acer poderá trocá-lo por outro produto Acer de mesmas características, sem qualquer despesa para o cliente.

Exclusões

Esta garantia não é válida nos seguintes casos:

- a. Quando o número de série do produto encontrar-se danificado, alterado ou apagado.
- b. Quando não for comprovado que o produto está dentro do período de garantia.



- c. Quando o dano apresentado/reclamado é devido a uso indevido ou falta de observação das instruções de funcionamento.
- d. Se existiu qualquer tentativa anterior de reparo fora do Centro Nacional de Serviços Acer.
- e. Quando o produto tiver recebido golpes acidentais ou intencionais ou tenha sido exposto a elementos nocivos, tais como água, ácidos, fogo, condições climáticas extremas, oscilações de tensão ou de quaisquer outros atos similares ou análogos.
- f. Quando houver falta de manutenção ou tiver havido manutenção inadequada.
- g. Quando o defeito for consequência da combinação de produtos da marca Acer com produtos, acessórios ou partes de outras marcas.
- h. Quando utilizado qualquer outro produto, partes ou software de terceiros diferente da configuração original de seu produto inclusive no momento da venda. Nestes casos, a garantia deverá ser fornecida pelos fabricantes terceiros.
- i. Quando o produto tenha sido modificado.
- j. Quando o produto apresentar problemas devido à mudança de configurações de software e outras aplicações não incluídas com o produto original. Sob nenhuma circunstância o Centro Nacional de Serviços Acer será responsável pela perda de informação dos usuários, seja por problemas de hardware, seja por problemas de software.
- k. Quando o produto tenha sido contaminado por um vírus.
- l. Quando as partes apresentarem apenas desgaste natural ou se apresentarem riscadas devido à utilização. A vida útil da bateria não é garantida e depende do uso e da configuração, incluindo, mas não limitado a: modelo do produto, aplicações em uso, configuração do gerenciador de energia e acessórios ligados ao produto. A bateria é garantida contra falhas e defeitos de fabricação. A garantia da bateria não cobre a redução da sua capacidade de retenção de carga.
- m. Quando o produto for comprado/adquirido de um distribuidor ou revendedores não autorizados pela Acer.
- n. Quando o produto estiver com peças faltando e/ou contiver peças não originais de fábrica.
- o. Quando o produto não corresponder com o número de série original de fábrica.
- p. Defeitos de pequenos pontos luminosos (pixel) nas telas de LCD: Não pode ou poderá ser considerado defeito de tela devido à insignificância, se o número de pixels com defeito por milhão for inferior a quatro (4), ou o número de pixels defeituosos na área central for no máximo um (1). Entende-se como a área central, a área de retângulos formada quando imaginariamente se divide a tela em nove retângulos iguais, formados por duas linhas verticais e duas linhas horizontais.



Centro Nacional de Serviços Acer

Para obter serviços e suporte acesse: www.acer.com.br ou ligue para: 0800 762 2237

CERTIFICATE OF ACER WARRANTY FOR LATIN AMERICA

Warranty Length/Type	1 Year Limited: Carry-In
Hardware Technical Support	1 Year
Software Support	90 Days
Service Website	http://www.acersupport.com

The Acer brand product purchased from Acer or an Authorized Distributor, is covered under a one (1) year Limited Warranty granted by Acer through its National Service Centers and Authorized Service Centers in each country, against any defects in manufacture, functionality, materials or workmanship under normal use during the warranty period.

Terms and Conditions of the Acer Warranty

The Warranty of your Acer product consists of one (1) year for labor service and one (1) year for replacement or repair of parts with the original configuration of the product (Hardware), provided by the Service Center, commencing on the date of purchase. During the warranty period, Acer will repair or replace defective parts with original parts at no charge to the customer. All parts replaced under this warranty will become the property of Acer.

General Information

1. Acer Support and Service

Simply call the National Service Center or visit us at www.acersupport.com and our technicians will help diagnose, and if possible, resolve the problem related to your product. When contacting Acer via telephone, long distance and other changes may apply, depending on your calling area and your service provider. If resolving the problem is not possible, you will have to contact the Service Center for repair.

2. Warranty in the Service Center

During the warranty period, the customer must deliver the Acer product to the Acer National Service Center or to any Acer Authorized Service Center to carry out the repair.

3. Hardware Warranty

The terms of this limited warranty are valid at the Acer National Service Center or at any of the Acer Authorized Service Centers that Acer may have in the country and it extends only to Acer brand products and parts.

4. Software Warranty

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

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 utilizing the recovery disk (CD) or media provided by the customer.

It is the customer's responsibility to back up the original software and to provide the recovery disk (CD) when reinstallation of the software is necessary.

Acer is not responsible, directly or indirectly, for any loss of data under any circumstances.

After the ninety (90) days Software Warranty period, the National Service Center and the ASP will charge for software reinstallation and product reconfiguration services.

5. 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.



6. Warranty for Repaired Parts

All spare parts have a ninety (90) day warranty.

Once a replacement part has been installed in an 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 spare part is installed in a product that is not an Acer brand product or in a unit that is out of warranty, the spare part's warranty will be limited to ninety (90) days.

7. Corporate Policy for Product Support

Acer is committed to providing service repair for its products and the spare parts of its products, in compliance with the minimum period requirements of the laws of the country in which the unit was purchased.

8. 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, without regard to any sale or transfer the product by the original Purchase to a third party at a later time. This warranty cannot be extended and cannot be re-registered at the time of sale or transfer previously referenced, in accordance with the requirements of section 1 of the Conditions section of this Certificate.

9. Extended Warranty

The customer may extend a product's factory warranty by purchasing extended warranty policies during the Warranty Period through the Acer National Service Center or Acer Authorized Service Centers. Excluded from warranty extensions are components such as the mouse, keyboard and speakers for desktop computers, and batteries for laptops.

10. National Service Centers and Authorized Service Centers

Information on your local Acer National Service Centers and the list of Acer Authorized Service Centers may be found at the Acer website www.acersupport.com. These establishments are highly qualified to carry out the repair of Acer products and original parts can be acquired through them.

Conditions

1. To validate this warranty:

The customer must present this certificate and the original purchase receipt, along with the defective product and the Recovery disk (CD) at the Acer National Service Center or any of the Acer Authorized Service Centers in that customer's country.

2. 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.

3. 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, at no cost to the customer.

4. With the exception of major or unforeseen circumstances, the repair time in any event will not be more than 30 calendar days from the date of receipt of the product at the Acer National Service Center or any of the Acer Authorized Service Centers.

Exclusions

This warranty is not valid in the following cases:

- a. When the serial number of the product has been damaged, altered or erased.
- b. When it has not been proven that the product is within the warranty period.



- c. When the failure is due to misuse, or failure to use the product in accordance with the User's Manual that accompanies the product.
- d. When there has been a previous attempt to repair outside of the Acer National Service Center or any of the Acer Authorized Service Centers listed on the Acer website <http://www.acersupport.com>
- e. 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 or analogous damage.
- f. When the failure is due to improper or lack of maintenance.
- g. When the damage is caused by the combination of Acer branded products with other non-Acer branded products, accessories or parts.
- h. 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.
- i. When the product has been altered.
- j. Failures due to reconfiguration of software and other applications not included in the original product. Under no circumstance is Acer or any Acer Authorized Service Center responsible for any loss of information or data of the end user due to hardware or software issues.
- k. When the product has been exposed to a virus.
- l. Spare parts that present normal wear and tear due to use (e.g. battery, plastics, keyboard, etc.)

The battery life is not guaranteed and 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 capacity of charge and retention.
- m. When the product was purchased from an unauthorized Distributor or Reseller.
- n. 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) and 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.

Registration

Registration of your Product helps Acer better serve you. Acer encourages you to register your Product within thirty (30) days of the original purchase in order to receive prompt service and support coverage should you need it. To register go to Acer's service website: <http://www.acersupport.com> and choose "Register Your System".



**Centros de Servicio Autorizados en América Latina
(Centros de Serviços Autorizados na América Latina)**

Centro Nacional de Servicio Acer México

Av. Ejército Nacional
No.579 Piso 1
Colonia Granada
C.P. 11520 México, D.F.
Tels: (52 55) 5999-9400 / 001-866-350 2237
www.acer.com.mx

Centro Nacional de Servicio Acer Argentina

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C.A. de Buenos Aires 1107
Buenos Aires - Argentina
Tel: 0800-444-1318
soportelatinoacer@acer.com
www.megatech.la

Centro Nacional de Servicio Acer Colombia

Punto de Servicios
CRA 47 No. 91-62
La Castellana.
Bogotá - Colombia
Tel: 01-800-915-7126
soportelatinoacer@acer.com
www.puntodeservicios.com

Centro Nacional de Servicio Acer Perú

High Service
Av. Alfredo Benavides Num. 2969
Urb. Alexander Von Humbolt
Miraflores - Lima - Perú
Tel: 0800-54495
soportelatinoacer@acer.com
www.highservice.com.pe

Centro Nacional de Servicio Acer Costa Rica

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Montevideo - Uruguay
Tel: (598-2) 903-0166
soportelatinoacer@acer.com
www.cns.com.uy

Centro Nacional de Servicio Acer Chile

Net Now Tecnología y Computación S.A
Av. Las torres 1278 Huechuraba
Santiago - Chile
Tel: (600) 460 4000
soportelatinoacer@acer.com

Centro Nacional de Serviços Acer Brasil

AGP Tecnologia em Informática do Brasil
Para obter serviços e suporte acesse:
<http://www.acer.com.br>
ou ligue para:
0800 762 2237

Centro Nacional de Servicio Acer Venezuela

TecnoAsist C.A.
Centro Comercial Caurimare
Mezzanina, Local 33
Urb.Caurimare, El Cafetal
Caracas - Venezuela
Tels: (58-212) 987-7223 / 985-6990
soportelatinoacer@acer.com

Centro Nacional de Servicio Acer Ecuador

Cosideco LTDA
Av. 6 de Diciembre N31-89 y Whimper
Quito - Ecuador
Tel: (593-2) 222-9818
www.cosideco.com / info@cosideco.com

Centro Nacional de Servicio Acer Guatemala

TECFIX
Avenida Las Américas 17-24 Zona 13
Guatemala - 01013 Guatemala
Tel: (502-2) 2360-5888
www.tecfix.net / gt@tecfix.com

Centro Nacional de Servicio Acer Paraguay

Diesa S.A.
Avenida Eusebio Ayala Km 4.5
Asunción - Paraguay
Tel: (595-21) 610-303
soportelatinoacer@acer.com
www.diesa.com.py

**Centro Nacional de Servicio Acer Bolivia**

Artes Electrónicas S.R.L.
Calle Mercado No. 1357
La Paz - Bolivia
Tels: (591) 2 220-0701 / 800-100620
www.artes-electronicas.com
soportelatinoacer@acer.com

Acer National Service Center - Barbados

Online Consultancies LTD
5A 5B Clermont.
St Thomas - Barbados
Tel: (246) 438-6666
olc@caribsurf.com

Centro Nacional de Servicio Acer El Salvador

Profesionales en Computación SA de CV
Calle y Colonia Roma Núm.189
San Salvador - El Salvador.
Tel: (503) 2298-6499
fernando.escoto@profcomp.com

Centro Nacional de Servicio Acer República Dominicana

Analistas Asociados C.X.A
Calle Carmen Mendoza de Cornielle Num.16.
Entre 27 Rómulo B y 27 de Feb.
Bella Vista,
República Dominicana - Santo Domingo
Tel: (809) 333-0909
info@analistasasocs.com

Acer National Service Center - Guyana

GuyanaNet.INC
234 Lance Gibbs & Irving St,
Georgetown - Guyana
Tel: (592) 227-8860
support@guyana.net.gy

Acer National Service Center - Jamaica

Unicorp Solutions Limited
Spaulding Plaza, Shop 4
100 Waltam Park Road
Kingston 10 Jamaica
Tel: (876) 631-7591
kwalker@unicorpsolutionsjm.com

Centro Nacional de Servicio Acer Panamá

Tecnotek
Via Ricardo J.Alfaro Local 14
Centro Comercial Multimax
Ciudad de Panamá
Tel: (507) 279-8407
tecnotek@tecnotek.com

Acer National Service Center - Aruba

Perfect Fit Systems
Sabana Blanco 68-C
Oranjestad - Aruba
Tel: (297) 5829-515
soportelatinoacer@acer.com

Centro Nacional de Servicio Acer Nicaragua

Centro Técnico Electrónico
De la Iglesia del Carmen 1½ c,
abajo contiguo a la embajada de Francia
Reparto EL Carmen
Managua - Nicaragua.
Tels: (505) 22663250 / 8600-8352
soporte@acer-nicaragua.com

Centro Nacional de Servicio Acer Honduras

Centro Autorizado de Servicios S.de R.L.
Blvd. Sta.Cristina, Edificio HCT.
Colonia Miraflores
Tel: (504) 230-7211
soportelatinoacer@acer.com

Acer National Service Center - Haití

CompHaiti S.A.
432 Delmas 50-52, Route de Delmas
Pourt-au-Prince Haiti HT6120
Tels: (509) 246-0665 / 246-0665
tech@comphaiti.com

Centro Nacional de Servicio Acer Puerto Rico

M.A.K.E. Technologies
Calle Julio Pérez Irizarry Num.23
Hormigueros 00660
Tels: (787) 849-0551 / 1-866-569-2237
Acer_Services@mtlogisticspr.com
soportelatinoacer@acer.com

La lista de Centros de Servicio Autorizados puede variar sin previo aviso. Verifique la lista actualizada en:
The list of Authorized Service Centers can be changed without previous notification. Verify the updated list at:
A lista dos Centros de Serviços Autorizados poderá ser mudada sem aviso prévio. Verifique a lista atualizada em:

www.acersupport.com



ACER LIMITED WARRANTY AGREEMENT

Warranty Length/Type	3 Year Limited: Parts & Labor, Mail In or Carry In
Hardware Technical Support	3 Year
Software Support	90 days
Service Website	http://www.acersupport.com
Service Phone Number	866-695-2237 (United States) 866-706-2237 (Canada)

**[Binding Arbitration provisions are not applicable to Quebec consumers]
THIS AGREEMENT CONTAINS A MANDATORY AND BINDING ARBITRATION PROVISION
IN WHICH YOU AND ACER AGREE TO RESOLVE ANY DISPUTES BETWEEN YOU AND
ACER BY BINDING ARBITRATION. PLEASE SEE SECTION 9 BELOW.**

This Agreement ("Agreement") is between the original purchaser ("You") and Acer America Corporation ("Acer") and applies to Acer branded products ("Products") and services purchased in the U.S. or Canada by You from Acer or any of its subsidiaries or affiliates or an Acer authorized reseller ("Reseller"). 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 purchased 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 is not warranted and will vary depending on Product configuration and usage including, but not limited to Product model, applications running, power management settings, and Product features. The Limited Warranty Period commences on the date of purchase by You. Your original purchase invoice (sales receipt) showing the date of purchase of the Product is your proof of the date of purchase.

1. 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; or (iii) refund the amount You paid for the Product, LESS DEPRECIATION, upon its return. Replacement parts and Products will be new or serviceably used, comparable in function and performance to the original part or Product and warranted for the remainder of the original warranty period or, if longer, 90 days after they are shipped to You.

2. Hardware Technical Support. During the Limited Warranty Period, Acer will provide Product technical support. After the expiration of the Limited Warranty Period, hardware technical support is available for a fee. The fee will be charged to your credit card when You call technical support.



Please note that when contacting Acer via telephone, long distance and other charges may apply, depending upon your calling area. The scope of technical support consists of helping You diagnose and resolve problems with defects in Products covered by this Agreement, and reinstalling the factory-installed operating system and software to restore it to the original factory configuration. Acer may provide technical support via on-line, telephone and other methods. Acer may change the means through which it provides technical support at any time without notice to You.

3. 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.

4. Limitations and Exclusions.

THIS LIMITED WARRANTY DOES NOT COVER AND ACER IS NOT RESPONSIBLE FOR:

- DELIVERY OR INSTALLATION, OR LABOR CHARGES FOR INSTALLATION OR SETUP OF THE PRODUCT, ADJUSTMENT OF CUSTOMER CONTROLS ON THE PRODUCT, AND 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 SERVICING NOT AUTHORIZED BY ACER;
- 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 WITHOUT THE WRITTEN PERMISSION OF ACER;
- DAMAGES CAUSED BY THE COMBINATION OF ACER BRANDED PRODUCTS WITH OTHER NON-ACER BRANDED PRODUCTS, ACCESSORIES, PARTS OR COMPONENTS (INCLUDING SIMS CARDS OR MEMORY CARDS) OR USE OF PRODUCTS, EQUIPMENT, SYSTEMS, UTILITIES, SERVICES, PARTS, SUPPLIES, ACCESSORIES, APPLICATIONS, INSTALLATIONS, REPAIRS, EXTERNAL WIRING OR CONNECTORS NOT SUPPLIED OR AUTHORIZED BY ACER 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;
- UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT;
- SOFTWARE, INCLUDING THE OPERATING SYSTEM AND SOFTWARE ADDED TO YOUR PRODUCT THROUGH OUR FACTORY-INTEGRATION SYSTEM, THIRD-PARTY SOFTWARE, OR THE RELOADING OF SOFTWARE;



- 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;
- PRODUCTS WHERE THE ACER SERIAL NUMBER IS MISSING, ALTERED OR DEFACED;
- EXTERNAL SPEAKERS, KEYBOARDS AND MICE;
- WIRELESS DATA SERVICES PROVIDED BY THIRD PARTY PROVIDERS;
- DAMAGE CAUSED AS A RESULT OF IMPROPER TRANSPORTATION OR PACKING/PACKAGING WHEN RETURNING THE PRODUCT TO ACER OR AN ACER AUTHORIZED SERVICE PROVIDER;
- 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.

5. Registration. Registration of your Product helps Acer better serve You. Acer encourages You to register your Product within thirty (30) days of the original purchase in order to receive prompt service and support coverage should You need it. To register go to <http://www.acersupport.com> and choose “Register Your System.” In accordance with applicable law, Acer may require that You furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

6. Instructions for Obtaining Warranty Service. For specific instructions on how to obtain warranty service for your Product, please refer to the Warranty Reference Table contained in this booklet and go to <http://www.acersupport.com>

To obtain warranty service:

- You must assist Acer in diagnosing issues with your Product and follow Acer’s warranty processes.
- You must obtain warranty service from Acer or an Acer Authorized Service Center. Acer will not reimburse You for service performed by others.
- If Acer decides that You need a replacement part(s) or replacement Product, Acer may require a credit card authorization or other security to receive replacement part(s) or Product and may require You to pay the cost of shipping the replacement part(s) or Product to You and the cost of returning the defective part or Product to Acer. Acer will then authorize shipment of the required part(s) or Product to You.
- You may be required to deliver and retrieve your Product to and from Acer or an Acer Authorized Service Center at your expense. When sending a Product to Acer or the Acer Authorized Service Center, You must deliver the Product, freight prepaid, in either its original packaging or packaging affording an equal degree of protection. You are responsible for properly packaging your Product, paying all shipping costs, insurance costs, loss or damage to the Product during shipping, and any other taxes, fees, duties or charges associated with transporting the Product to Acer or an Acer Authorized Service Center. **YOU ARE**



RESPONSIBLE FOR ANY DAMAGE TO YOUR ACER PRODUCT DURING SHIPMENT TO ACER OR AN ACER AUTHORIZED SERVICE CENTER.

- Before providing your Product to Acer or an Acer Authorized Service Center for service, remove any confidential, proprietary or personal information, and removable media, such as disks, CDs, or PC Cards.
- If Acer asks You to return defective parts or Products, You must do so within 15 days after You receive the replacement parts or Products. If You fail to return the replacement part(s) or Product as instructed, Acer will charge the credit card for the authorized amount. All exchanged parts and Products replaced under this Agreement will become the property of Acer.

IT IS YOUR RESPONSIBILITY TO BACK UP THE CONTENTS OF YOUR HARD DRIVE BEFORE SERVICES ARE PERFORMED AND REMOVE ANY DATA FROM PARTS OR PRODUCTS RETURNED TO ACER OR AN ACER AUTHORIZED SERVICE CENTER, INCLUDING ANY DATA YOU HAVE STORED OR SOFTWARE YOU HAVE INSTALLED ON THE HARD DRIVE. It is possible that the contents of your hard drive will be lost or reformatted in the course of service and Acer will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product serviced. IF DURING THE REPAIR OF THE PRODUCT THE CONTENTS OF THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, ACER IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA WHATSOEVER. YOUR PRODUCT WILL BE RETURNED TO YOU CONFIGURED TO THE ORIGINAL FACTORY CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

7. Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Commercial Purchasers: Acer extends the above limited warranty to purchasers of Products for industrial, commercial and business use upon the same terms and conditions and exclusions applicable to consumer purchasers. **HOWEVER, WITH RESPECT TO COMMERCIAL PURCHASERS, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE EXCLUDED AND DISCLAIMED.**

8. Limitation of Liability. ACER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. ACER'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST ALLOWED BY LAW. ACER IS NOT LIABLE TO YOU FOR EVENTS BEYOND ACER'S CONTROL, SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, 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.



9. Binding Arbitration. [BINDING ARBITRATION PROVISIONS ARE NOT APPLICABLE TO QUEBEC CONSUMERS] THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ACER WILL BE RESOLVED BY MANDATORY AND BINDING ARBITRATION TO THE FULLEST EXTENT PROVIDED BY LAW. YOU AND ACER THEREFORE GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT AS FURTHER SET FORTH BELOW IN THIS SECTION 9).

To the fullest extent provided by law, and except as otherwise provided below, You and Acer agree that any Dispute (as further defined below in this Section 9) between You and Acer will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules and the Consumer Due Process Protocol. **YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.** You and Acer will agree on another arbitration forum, as well as procedures under which the arbitration will be conducted, if AAA ceases operations.

The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Acer. Arbitration is a process whereby a dispute is submitted to an arbitrator, for a final and binding determination, known as the award. The arbitrator is an individual, similar to a judge, who reviews and weighs evidence provided by both parties, and renders an award enforceable in court. Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT. YOU ACKNOWLEDGE THAT, BY WAY OF THIS AGREEMENT, YOU AND ACER WAIVE ALL RIGHTS TO A JURY TRIAL.**

The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class-action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person, whichever method of presentation You choose.

Under the AAA Supplementary Procedures for Consumer-Related Dispute and Consumer Due Process Protocol, You retain the right to seek relief in a small claims court for Disputes within the scope of the small claims court's jurisdiction. The small claims action, or any portion of it, will not be consolidated with any other action and will not be conducted on a class-wide or class-action basis.

If You prevail in the arbitration of any Dispute with Acer, Acer will reimburse You for any fees You paid to AAA in connection with the arbitration. **ANY DECISION RENDERED IN SUCH ARBITRATION PROCEEDINGS WILL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.**

YOU UNDERSTAND THAT, IN THE ABSENCE OF THIS PROVISION, YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, INCLUDING THE RIGHT, IF ANY, AND SUBJECT TO THE RULES OF YOUR JURISDICTION, TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS-ACTION BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.



This provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this Agreement, the term “Dispute” means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof; (ii) the related order for, purchase, delivery, receipt or use of any product or service from Acer; or (iii) any other dispute arising out of or relating to the relationship between You and Acer, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/ or any third party who provides products or services purchased from or distributed by Acer. The term “You” means the original purchaser and those in privity with the original purchaser, such as family members or beneficiaries.

Further information may be obtained from the AAA on line at www.adr.org, by calling 800-778-7879, or writing to American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

10. Out of Warranty Repairs. Any services provided to You by Acer that are not within the scope of the Product Limited Warranty or that are not covered by an extended service plan are governed by this Agreement and are otherwise subject to the terms of the Acer out-of-warranty service procedures and any applicable service order. For a period of ninety (90) days after services are performed, Acer warrants that services provided by it were performed in a professional and workmanlike manner. If your problem recurs within the 90-day service warranty period, Acer will, at its option, (i) re-perform the services, (ii) replace the Product pursuant to the terms of this Agreement, (iii) permit You to return the Product and issue a refund pursuant to the terms of this Agreement, (iv) refund the amount You paid for the services. If You purchased an extended service plan from Acer or from a third party, please refer to the extended service plan for its coverage, duration and terms of service.

11. General. Acer and its subsidiaries and affiliates are intended beneficiaries of this Agreement. Any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Acer, other than an extended service plan, shall be governed by this Agreement. 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. **[The exclusivity of the following provision is not applicable to Quebec consumers] THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

12. Privacy Notice. You can review Acer’s Privacy Policy on our web site, located at <http://www.acerpanam.com>. Acer will maintain and use your customer information in accordance with its Privacy Policy.

13. 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 the waiver set out in Section 9 of this warranty does not apply and You retain the right to litigate disputes



before a court, including the right, subject to the rules of your jurisdiction, to litigate claims on a class-action basis.

14. International Support: You must comply with all applicable export laws and regulations if You export the product from the United States or Canada. Acer does not accept for return any products purchased from a reseller. Customers outside the United States are responsible for paying all freight and brokerage charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to Acer. All international customers are responsible for all customs duties, VAT, GST and other associated taxes and charges.

Please send correspondence about this Agreement to:

**Acer Customer Service
P.O. Box 6137
Temple, TX 76503**

Current information on technical support and warranty policies, phone numbers and other service information is available on our web sites listed on the Warranty Reference Table.



ACCORD DE GARANTIE LIMITÉE ACER

Durée/type de garantie	Limitée 3 an : pièces et main-d'œuvre, service par la poste ou en atelier
Soutien matériel informatique	3 an
Soutien logiciel	90 jours
Site Web du service	http://www.acersupport.com
Numéros de téléphone du service	866-695-2237 (États-Unis) 866-706-2237 (Canada)

[Les dispositions d'arbitrage exécutoire ne s'appliquent pas aux consommateurs du Québec]

CET ACCORD CONTIENT UNE DISPOSITION D'ARBITRAGE OBLIGATOIRE ET EXÉCUTOIRE PAR LAQUELLE ACER ET VOUS-MÊME ACCEPTEZ DE RÉSOUDRE TOUT LITIGE SURVENANT ENTRE VOUS ET ACER PAR ARBITRAGE EXÉCUTOIRE. VEUILLEZ CONSULTER LA SECTION 9 CI-DESSOUS.

Le présent accord (« Accord ») est conclu entre l'acheteur original (« vous ») et Acer America Corporation (« Acer ») et s'applique aux produits de la marque Acer (« Produits ») et aux services achetés aux États-Unis ou au Canada par vous auprès d'Acer ou d'une de ses filiales ou sociétés affiliées ou d'un revendeur agréé Acer (« Revendeur »). Cette garantie limitée est valable uniquement aux États-Unis et au Canada. Cette garantie limitée s'adresse à vous, l'acheteur original et n'est pas transférable à une personne qui ultérieurement achète, loue ou obtient d'une quelconque façon le produit auprès de vous. Cette garantie limitée ne couvre pas les logiciels ou des produits autres que ceux de marque Acer (par exemple, imprimantes, scanners, etc.).

La durée de cette garantie limitée (la « Période de garantie limitée ») est identifiée dans le tableau de référence fourni avec cet Accord (« Tableau de référence de garantie ») et s'applique à tous les produits à l'exception des lampes achetées avec des projecteurs. Si vous avez acheté un projecteur, la lampe est garantie pendant une période de quatre-vingt-dix (90) jours. Si vous avez acheté un produit qui comprend une batterie rechargeable, Acer garantit que la batterie sera exempte de défauts de matériaux et de fabrication pendant la plus courte de (a) la période indiquée dans le tableau de référence de garantie ou (b) un (1) an à partir de la date d'achat du produit qui fonctionne au moyen de la batterie. Comme avec toutes les batteries, la capacité maximale de la batterie incluse dans le produit va diminuer avec le temps ou l'utilisation. La garantie de la batterie ne couvre pas les changements de capacité de la batterie. Votre batterie est uniquement garantie contre des défauts de matériaux ou de fabrication entraînant une défaillance. L'autonomie de la batterie n'est pas garantie et peut varier selon la configuration et l'utilisation des produits, y compris, mais sans s'y limiter, au modèle du produit, aux applications utilisées, aux paramètres de gestion de puissance et aux fonctionnalités du produit. La période de garantie limitée commence à la date d'achat à laquelle vous avez acheté le produit. Votre facture d'achat originale (facture) indiquant la date d'achat du produit constitue votre preuve de la date d'achat.

1. Garantie limitée du produit. Acer garantit que ses produits seront exempts de défauts de matériaux et de fabrication pendant la période de garantie limitée. Pendant la période de garantie limitée, Acer va, à son choix : (i) fournir les pièces de rechange nécessaires pour réparer le produit, (ii) réparer le produit ou le remplacer par un produit comparable, ou (iii) rembourser le montant que vous avez payé pour le produit, MOINS SA DÉPRÉCIATION, lorsqu'il est retourné.



Les pièces de rechange et les produits seront neufs ou en bon état de fonctionnement, comparables en utilisation et en performance à la pièce d'origine ou au produit et ils seront garantis pour le reste de la période de garantie initiale ou, si supérieure, 90 jours après qu'ils vous soient expédiés.

2. Soutien technique du matériel. Pendant la période de garantie limitée, Acer fournira le soutien technique du produit. Après l'expiration de la période de garantie limitée, le soutien technique du matériel est disponible moyennant un supplément. Les frais seront débités de votre carte de crédit lorsque vous appelez le soutien technique. Veuillez noter que lorsque vous téléphonez à Acer, des frais de longue distance et autres peuvent s'appliquer, selon votre zone d'appel. La portée du soutien technique consiste à vous aider à diagnostiquer et résoudre les problèmes liés à des défauts dans les produits couverts par cet Accord, et la réinstallation du système d'exploitation et du logiciel installés en usine de façon à les restaurer à la configuration d'usine. Acer peut fournir un soutien technique via Internet, téléphone et d'autres méthodes. Acer pourrait changer le moyen par lequel il vous fournit un soutien technique à tout moment sans préavis.

3. Soutien logiciel pour les logiciels du système d'exploitation. Acer n'est pas le fabricant du logiciel ou du système d'exploitation et ne garantit pas que le logiciel ou les systèmes d'exploitation soient exempts d'erreurs, que ce soit isolément ou en combinaison avec le matériel. Pour votre produit, Acer aidera l'acheteur original avec (i) l'installation de tout logiciel du système d'exploitation acheté auprès d'Acer, (ii) la configuration du logiciel du système d'exploitation, (iii) l'installation du logiciel du système d'exploitation, et (iv) les problèmes de dépannage associés au logiciel du système d'exploitation.

4. Restrictions et exclusions.

CETTE GARANTIE LIMITÉE NE COUVRE PAS, ET ACER N'EST PAS RESPONSABLE POUR :

- LA LIVRAISON OU L'INSTALLATION, OU LES FRAIS DE MAIN-D'ŒUVRE POUR L'INSTALLATION OU LA CONFIGURATION DU PRODUIT, LE RÉGLAGE DES COMMANDES DU CLIENT SUR LE PRODUIT NI L'INSTALLATION OU LA RÉPARATION DES SYSTÈMES D'ANTENNE EXTERNES AU PRODUIT;
- LES DOMMAGES CAUSÉS PAR UNE MAUVAISE UTILISATION, UNE UTILISATION ABUSIVE, DES ACCIDENTS, INCENDIES, VOLS, DISPARITIONS, MAUVAISE POSITION, FLUCTUATIONS ET SURTENSIONS, RACCORDEMENT À UNE TENSION INAPPROPRIÉE OU UNE TENSION DE LIGNE ÉLECTRIQUE INCORRECTE, VIRUS, LOGICIEL MALVEILLANT, CONDUITE IMPRUDENTE, VOLONTAIRE OU INTENTIONNELLE;
- DOMMAGES CAUSÉS PAR DES SERVICES D'ENTRETIEN NON AUTORISÉS PAR ACER;
- DOMMAGES CAUSÉS PAR UNE UTILISATION QUI N'EST PAS CONFORME AUX INSTRUCTIONS DU PRODUIT OU AUX MANUELS DE L'UTILISATEUR, DÉFAUT DE SUIVRE LES INSTRUCTIONS DU PRODUIT OU LES MANUELS DE L'UTILISATEUR OU POUR NE PAS PROCÉDER AU NETTOYAGE OU À L'ENTRETIEN PRÉVENTIF;
- DOMMAGE CAUSÉ PAR UN PRODUIT OU UNE PIÈCE QUI A ÉTÉ MODIFIÉ(E) POUR ALTÉRER LA FONCTIONNALITÉ OU LA CAPACITÉ SANS L'AUTORISATION ÉCRITE D'ACER;
- DOMMAGES CAUSÉS PAR LA COMBINAISON DE PRODUITS DE MARQUE ACER AVEC DES PRODUITS D'AUTRES MARQUES, DES ACCESSOIRES, DES PIÈCES OU



COMPOSANTS (Y COMPRIS LES CARTES SIMS OU CARTES MÉMOIRE) OU L'UTILISATION DE PRODUITS, ÉQUIPEMENTS, SYSTÈMES, SERVICES PUBLICS, AUTRES SERVICES, PIÈCES, FOURNITURES, ACCESSOIRES, APPLICATIONS, INSTALLATIONS, RÉPARATIONS, CÂBLAGE EXTERNE OU CONNECTEURS NON FOURNIS, NI AUTORISÉS PAR ACER QUI ENDOMMAGENT CE PRODUIT OU PROVOQUENT DES PROBLÈMES DE SERVICE;

- PROBLÈMES DE SIGNAL, PROBLÈMES DE RÉCEPTION ET DE DISTORSION LIÉS À LA TRANSMISSION DU BRUIT, DE L'ÉCHO, D'INTERFÉRENCE OU DE TOUTE AUTRE TRANSMISSION DE SIGNAL ET DE PROBLÈMES DE PRESTATION;
- RÉSULTATS D'UNE UTILISATION NORMALE, COMME LA DÉGRADATION PROGRESSIVE DE L'IMAGE, LE VIEILLISSEMENT INÉGAL DE L'ÉCRAN, DES IMAGES RÉMANENTES ET UNE INSUFFISANCE DE PIXELS DANS LES SPÉCIFICATIONS DÉSIGNÉES OU QUI NE MODIFIENT PAS MATÉRIELLEMENT LA FONCTIONNALITÉ DES PRODUITS;
- UTILISATION DU PRODUIT SANS INTERRUPTION OU SANS ERREUR;
- LOGICIEL, NOTAMMENT LE SYSTÈME D'EXPLOITATION ET LE LOGICIEL AJOUTÉS À VOTRE PRODUIT PAR LE BIAIS DE NOTRE SYSTÈME D'INTÉGRATION EN USINE, LOGICIEL TIERS OU LE RECHARGEMENT DU LOGICIEL;
- TOUT ÉQUIPEMENT OU COMPOSANTE QUI N'ÉTAIT PAS INCLUS DANS VOTRE PRODUIT DANS L'ÉTAT DANS LEQUEL IL VOUS A ÉTÉ VENDU;
- PERTES DE DONNÉES;
- USURE NORMALE;
- IMPERFECTIONS MINEURES QUI RÉPONDENT AUX SPÉCIFICATIONS DE CONCEPTION;
- DOMMAGE D'ORDRE ESTHÉTIQUE OU FINITION EXTÉRIEURE QUI N'AFFECTE PAS LA FONCTIONNALITÉ, CE QUI COMPREND NON EXCLUSIVEMENT LES ÉCRANS RAYÉS OU FÊLÉS;
- LES PRODUITS POUR LESQUELS LE NUMÉRO DE SÉRIE D'ACER EST MANQUANT, ALTÉRÉ OU DÉTRUIT;
- HAUT-PARLEURS EXTERNES, CLAVIERS ET SOURIS;
- SERVICES DE DONNÉES SANS FIL FOURNIS PAR DES FOURNISSEURS TIERS;
- DOMMAGES CAUSÉS PAR SUITE D'UN TRANSPORT OU D'UN EMBALLAGE INADAPTÉ LORS DU RETOUR DU PRODUIT CHEZ ACER OU CHEZ UN PRESTATAIRE DE SERVICE AUTORISÉ ACER;
- UN PRODUIT QUI NÉCESSITE UNE MODIFICATION OU UNE ADAPTATION POUR POUVOIR FONCTIONNER DANS UN PAYS AUTRE QUE CELUI POUR LEQUEL IL A ÉTÉ CONÇU, FABRIQUÉ, APPROUVÉ ET/OU AUTORISÉ OU UNE RÉPARATION DES PRODUITS ENDOMMAGÉS PAR CES MODIFICATIONS.

TOUTE GARANTIE APPLICABLE AU LOGICIEL, Y COMPRIS AUX SYSTÈMES D'EXPLOITATION OU AUX PRODUITS D'UNE MARQUE AUTRE QU'ACER EST FOURNIE PAR LE FABRICANT D'ORIGINE.

5. Enregistrement. L'enregistrement de votre produit permet à Acer de mieux vous servir. Acer vous encourage à enregistrer votre produit dans les trente (30) jours suivant l'achat initial afin de recevoir un service rapide et une couverture d'assistance en cas de besoin. Pour l'enregistrement, allez sur <http://www.acersupport.com> et choisissez « Enregistrer votre système ». Conformément à la loi applicable, Acer pourrait vous demander de fournir une preuve d'achat ou d'observer les exigences d'enregistrement avant de recevoir un service de garantie.



6. Instructions pour obtenir des services de garantie. Pour des instructions précises sur la façon d'obtenir un service de garantie pour votre produit, veuillez consulter le tableau de référence de garantie contenu dans ce livret et allez à : <http://www.acersupport.com>

Comment obtenir le service en vertu de la garantie :

- Vous devez aider Acer à diagnostiquer les problèmes rencontrés avec votre produit et suivre la procédure de garantie d'Acer.
- Vous devez obtenir un service de garantie auprès d'Acer ou d'un centre de service agréé par Acer. Acer ne vous remboursera pas les services fournis par d'autres.
- Si Acer décide que vous avez besoin de pièces de remplacement ou d'un produit de remplacement, Acer peut exiger une autorisation de carte de crédit ou toute autre garantie de recevoir les pièces de remplacement ou le produit de remplacement et peut vous obliger à payer les frais de livraison des pièces de remplacement ou du produit de remplacement et les frais de retour de la pièce défectueuse ou du produit à Acer. Acer autorisera ensuite l'expédition des pièces requises ou de votre produit.
- Il peut vous être demandé de livrer votre produit à Acer ou à un centre de service agréé par Acer et de récupérer votre produit d'Acer ou de l'un de ses centres de service agréé, et ce, à vos frais. Lorsque vous envoyez un produit à Acer ou à un centre de service agréé par Acer, vous devez envoyer le produit, fret payé d'avance, soit dans son emballage d'origine dans ou un emballage offrant un niveau de protection équivalent. Vous êtes responsable de bien emballer votre produit, en payant tous les frais d'expédition, les frais d'assurance, les frais liés à une perte ou à des dommages au produit pendant l'expédition, et tout autre droit, taxe, redevance ou frais associés au transport du produit à Acer ou à un centre de service agréé par Acer. **VOUS ÊTES RESPONSABLE DE TOUT DOMMAGE FAIT À VOTRE PRODUIT ACER PENDANT L'EXPÉDITION À ACER OU À UN CENTRE DE SERVICE AGRÉÉ PAR ACER.**
- Avant de donner votre produit à Acer ou à un centre de service agréé par Acer pour service, enlevez toute information confidentielle, exclusive ou personnelle, et les supports amovibles, tels que les disques, CD ou cartes PC.
- Si Acer vous demande de retourner les pièces ou produits défectueux, vous devez le faire dans les 15 jours suivant la réception des pièces ou produits de rechange. Si vous ne retournez pas les pièces de rechange ou le produit selon les instructions, Acer imputera le montant autorisé à votre carte de crédit. Toutes les pièces échangées et tous les produits remplacés en vertu du présent Accord deviendront la propriété d'Acer.

IL EST DE VOTRE RESPONSABILITÉ DE SAUVEGARDER LE CONTENU DE VOTRE DISQUE DUR AVANT L'EXÉCUTION DES SERVICES ET DE SUPPRIMER TOUTES LES DONNÉES DES PIÈCES OU PRODUITS RETOURNÉS À ACER OU À UN CENTRE DE SERVICE AGRÉÉ PAR ACER, NOTAMMENT LES DONNÉES QUE VOUS AVEZ SAUVEGARDÉES OU LES LOGICIELS QUE VOUS AVEZ INSTALLÉS SUR LE DISQUE DUR. Il est possible que le contenu de votre disque dur soit perdu ou reformaté dans le cadre de la réparation et Acer ne sera responsable d'aucun dommage ou perte de programmes, de données ou d'autres renseignements stockés sur tout média ou toute pièce des produits réparés. SI PENDANT LA RÉPARATION DU PRODUIT LE CONTENU DU DISQUE DUR EST ALTÉRÉ, SUPPRIMÉ, OU MODIFIÉ DE QUELQUE FAÇON QUE CE SOIT, ACER N'EST PAS RESPONSABLE DES PERTES DE VOS DONNÉES QUI POURRAIENT SE PRODUIRE. VOTRE PRODUIT VOUS SERA RETOURNÉ CONFIGURÉ À LA CONFIGURATION ORIGINALE D'USINE (SELON LA DISPONIBILITÉ DU LOGICIEL).



7. Garanties implicites. SAUF DANS LA MESURE INTERDITE PAR LA LOI EN VIGUEUR, TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON EST LIMITÉE À LA DURÉE DE CETTE GARANTIE.

Acheteurs commerciaux : Acer étend la garantie limitée ci-dessus aux acheteurs de produits à usage industriel, commercial et professionnel aux mêmes termes et conditions et exclusions applicables aux acheteurs consommateurs. **TOUTEFOIS, DANS LE CADRE DES ACHETEURS COMMERCIAUX, TOUTE GARANTIE IMPLICITE, Y COMPRIS LES GARANTIES IMPLICITES DE QUALITÉ MARCHANDE, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON, EST EXCLUE ET REJETÉE.**

8. Limitation de responsabilité. ACER NE SERA PAS RESPONSABLE DES DOMMAGES DIRECTS OU INDIRECTS DÉCOULANT DE LA RUPTURE DE TOUTE GARANTIE EXPRESSE OU IMPLICITE. LA RESPONSABILITÉ MAXIMALE D'ACER EST LIMITÉE AU PRIX D'ACHAT QUE VOUS AVEZ PAYÉ POUR LES PRODUITS OU SERVICES AUGMENTÉ DES INTÉRÊTS AUTORISÉS PAR LA LOI. ACER NE VOUS EST REDEVABLE EN AUCUNE FAÇON DES ÉVÉNEMENTS HORS DU CONTRÔLE D'ACER, COMME LES CALAMITÉS NATURELLES, VIRUS, DOMMAGES AUX BIENS, PERTE D'UTILISATION, INTERRUPTION DES AFFAIRES COMMERCIALES, PERTE DE BÉNÉFICES, PERTE DE DONNÉES OU AUTRES DOMMAGES INDIRECTS, PUNITIFS OU SPÉCIAUX, QUELLE QU'EN SOIT LA CAUSE, QUE CE SOIT POUR RUPTURE DE GARANTIE, DE CONTRAT, DE DÉLIT (INCLUANT LA NÉGLIGENCE), DE RESPONSABILITÉ ABSOLUE OU AUTRE.

Certains états ou juridictions n'autorisent pas l'exclusion ou la limitation de responsabilité en cas de dommages directs ou indirects, ou autorisent des limitations concernant la durée des garanties implicites. Il est donc possible que les limitations ci-dessus ne s'appliquent pas à votre situation. Cet Accord vous donne des droits légaux spécifiques et vous pouvez avoir d'autres droits qui varient d'un État à l'autre, d'une juridiction à l'autre ou d'une province à l'autre.

9. Arbitrage exécutoire. [LES DISPOSITIONS D'ARBITRAGE EXÉCUTOIRE NE S'APPLIQUENT PAS AUX CONSOMMATEURS DU QUÉBEC] CET ACCORD STIPULE QUE TOUT LITIGE SURVENANT ENTRE VOUS ET ACER SERA RÉSOLU PAR ARBITRAGE OBLIGATOIRE ET EXÉCUTOIRE DANS LES LIMITES AUTORISÉES PAR LA LOI. VOUS-MÊME ET ACER RENONCEZ DONC À VOTRE DROIT D'ALLER AU TRIBUNAL POUR AFFIRMER OU DÉFENDRE VOS DROITS EN VERTU DU PRÉSENT ACCORD (SAUF POUR LES QUESTIONS QUI PEUVENT ÊTRE PRÉSENTÉES À LA COUR DES PETITES CRÉANCES TELLES QUE DÉCRITES CI-DESSOUS À LA SECTION 9).

Dans les limites autorisées par la loi, et sauf disposition contraire stipulée ci-dessous, vous et Acer acceptez que tout différend (aux termes de la définition ci-dessous à la Section 9) entre vous et Acer soit résolu exclusivement et définitivement par arbitrage exécutoire administré par l'American Arbitration Association (AAA) et mené en conformité avec les procédures supplémentaires de l'AAA en ce qui concerne les litiges liés aux consommateurs du Règlement d'arbitrage commercial et du Protocole de processus de consommation raisonnable. **VOS DROITS SERONT PAR CONSÉQUENT DÉTERMINÉS PAR UN ARBITRE NEUTRE ET NON UN JUGE OU UN JURY.** Vous et Acer conviendrez d'un autre forum d'arbitrage, et d'autres procédures en vertu desquelles l'arbitrage sera réalisé, si AAA cesse ses activités.

L'arbitrage sera mené devant un seul arbitre et sera limité uniquement au différend entre vous et Acer. L'arbitrage est un processus par lequel un litige est soumis à un arbitre, pour une décision définitive et exécutoire, connue comme le jugement arbitral. L'arbitre est un particulier, semblable



à un juge, qui examine et pèse les preuves fournies par les deux parties et rend une sentence exécutoire devant les tribunaux. Les décisions d'arbitre sont exécutoires comme toute ordonnance du tribunal et ne sont soumises qu'À UNE RÉVISION TRÈS LIMITÉE PAR UN TRIBUNAL. **VOUS RECONNAISSEZ QUE, PAR VOIE DE CET ACCORD, VOUS ET ACER RENONCEZ À TOUT DROIT À UN PROCÈS DEVANT JURY.**

L'arbitrage, ou toute partie de ce dernier, ne sera unifié à aucun autre arbitrage et ne pourra faire l'objet d'un recours collectif ou individuel. L'arbitrage doit avoir lieu à n'importe quel endroit raisonnable à proximité de votre résidence par soumission de documents, par téléphone, en ligne ou en personne, selon la méthode de présentation que vous choisirez.

En vertu des Procédures supplémentaires d'AAA dans le cadre de litiges relatifs aux consommateurs et le Protocole de processus de consommation raisonnable, vous conservez le droit de demander réparation devant un tribunal des petites créances pour les litiges relevant de la compétence de la cour des petites créances. Toute ou partie de l'action menée devant la cour des petites créances ne sera unifiée à aucun autre arbitrage et ne pourra faire l'objet d'un recours collectif ou individuel.

Si vous obtenez gain de cause lors de l'arbitrage d'un différend avec Acer, Acer vous remboursera les frais que vous avez payés à AAA dans le cadre de l'arbitrage. **TOUTE DÉCISION RENDUE DANS UNE TELLE PROCÉDURE D'ARBITRAGE SERA FINALE ET LIERA LES PARTIES, ET LE JUGEMENT PEUT ÊTRE INSCRIT DANS N'IMPORTE QUELLE COUR DE JURIDICTION COMPÉTENTE.**

VOUS COMPRENEZ QUE, EN L'ABSENCE DE CETTE DISPOSITION, VOUS AURIEZ EU LE DROIT DE PLAIDER LES DIFFÉRENDS DEVANT UN TRIBUNAL, Y COMPRIS LE DROIT, LE CAS ÉCHÉANT ET EN FONCTION DE LA RÉGLEMENTATION DE VOTRE JURIDICTION, DE PLAIDER DES RÉCLAMATIONS SUR LA BASE D'UN RECOURS COLLECTIF OU INDIVIDUEL, ET QUE VOUS AVEZ EXPRESSÉMENT ET SCIEMMENT RENONCÉ À CES DROITS ET CONVENU DE RÉSOUDRE TOUT DIFFÉREND CONFORMÉMENT AUX DISPOSITIONS DE CETTE SECTION. Si cette disposition spécifique est jugée inapplicable, alors l'intégralité de cette clause d'arbitrage est nulle et non avenue.

Cette disposition sera régie par la Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* Aux fins du présent Accord, le terme « différend » signifie tout différend, litige ou réclamation découlant de ou lié à (i) le présent Accord, son interprétation, ou violation, expiration, applicabilité ou validité, (ii) la commande relative à, l'achat, la livraison, la réception ou l'utilisation de tout produit ou service délivré par Acer, ou (iii) tout autre différend résultant de ou lié à la relation entre vous et Acer, ses sociétés mères, filiales, sociétés affiliées, administrateurs, dirigeants, salariés, bénéficiaires, ses agents, ayants droit, fournisseurs de composants (matériaux et logiciels), ou tout tiers qui fournit des produits ou des services achetés auprès d'Acer ou distribués par Acer. Le terme « vous » désigne l'acheteur d'origine et ceux qui sont en lien avec l'acheteur d'origine, comme les membres de la famille ou les bénéficiaires.

Il est possible d'obtenir de plus amples renseignements auprès de AAA en ligne : www.adr.org, en appelant le 800-778-7879, ou en écrivant à American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

10. Réparations lorsque la garantie est expirée. Tous les services qui vous sont fournis par Acer et qui ne sont pas couverts par la garantie limitée du produit ou qui ne sont pas couverts par un plan d'entretien prolongé sont régis par le présent Accord et sont par ailleurs soumis aux termes des procédures de service hors garantie d'Acer et tout ordre de service applicable.



Pendant une période de quatre-vingt-dix (90) jours après que les services aient été fournis, Acer garantit que les services fournis par elle ont été effectués de manière professionnelle et selon les règles de l'art. Si votre problème persiste au cours de la période de garantie de service de 90 jours, Acer va, à sa discrétion, (i) réexécuter les services, (ii) procéder au remplacement du Produit conformément aux termes du présent Accord, (iii) vous permettre de retourner le produit et émettre un remboursement aux termes du présent Accord, (iv) effectuer le remboursement du montant que vous avez payé pour les services. Si vous avez acheté un plan d'entretien prolongé d'Acer ou d'un tiers, veuillez consulter le plan d'entretien prolongé pour connaître sa couverture, la durée et les conditions de service.

11. Général. Acer et ses filiales et sociétés affiliées sont les bénéficiaires visés du présent Accord. Toute incohérence entre cet Accord et tout autre contrat inclus ou afférent à des produits ou services achetés auprès d'Acer, autre qu'un plan d'entretien prolongé, est régie par le présent Accord. Cet Accord ne peut être modifié, altéré ou amendé sans l'accord écrit d'Acer qui stipule expressément que l'écrit vise à modifier, altérer ou amender le présent Accord. Les termes ajoutés ou modifiés seront nuls et non avenus, sauf accord exprès écrit d'Acer. Dans l'éventualité où toute clause de cet Accord est jugée illégale ou non applicable, la validité, la légalité et l'applicabilité des portions restantes de cet Accord ne seront pas affectées ni conséquemment altérées. **[L'exclusivité de la disposition suivante ne s'applique pas aux consommateurs du Québec] LE PRÉSENT ACCORD AINSI QUE TOUTE VENTE EN VERTU DE CET ACCORD SONT RÉGIS PAR LES LOIS DE L'ÉTAT DU TEXAS, SANS ÉGARD AUX PRINCIPES RÉGISSANT LES CONFLITS DE LOIS.**

12. Avis de confidentialité. Vous pouvez consulter la Politique de confidentialité d'Acer sur notre site Web, situé à <http://www.acerpanam.com>. Acer conservera et utilisera vos renseignements client conformément à sa Politique de confidentialité.

13. Pour les résidents du Canada : Cet Accord est soumis aux dispositions applicables des lois canadiennes sur la protection du consommateur, lesquelles ne peuvent être dérogees par convention privée ou qui peuvent interdire l'application de toute disposition ou stipulation incluses aux présentes. Dans la mesure où toute stipulation ou disposition est ainsi interdite, elle : i) ne doit être interprétée comme ayant été omise de cet Accord, (ii) n'affecte pas la légalité, la validité ou l'applicabilité de cette disposition dans toute autre juridiction, et (iii) les autres clauses et dispositions du présent Accord resteront en vigueur et de plein effet. Sans limiter la généralité de ce qui précède et nonobstant toute disposition contraire contenue aux présentes, la renonciation énoncée à la Section 9 de la présente garantie ne s'applique pas aux résidents du Québec, de la Colombie-Britannique et de l'Ontario, et vous conservez le droit de plaider les litiges devant un tribunal, y compris le droit, sous réserve des règles de votre juridiction, de plaider les réclamations sur la base d'une action individuelle.

14. Soutien international : Vous devez respecter toutes les lois sur l'exportation et les règlements applicables si vous exportez le produit à partir des États-Unis ou du Canada. Acer n'accepte pas le retour d'un produit acheté auprès d'un revendeur. Les clients en dehors des États-Unis sont responsables de payer tous les frais de fret et de courtage engagés dans l'expédition, l'importation ou l'exportation et la réception des produits et des pièces de remplacement et l'organisation et le paiement des frais d'expédition des pièces défectueuses retournées à Acer. Tous les clients internationaux sont responsables de tous les droits de douane, TVA, TPS et autres taxes et coûts associés.

Veuillez envoyer votre correspondance concernant le présent Accord à :



Acer Customer Service
P.O. Box 6137
Temple, TX 76503

Les renseignements courants sur les politiques de soutien technique et de garantie, les numéros de téléphone et les renseignements sur un autre service sont disponibles sur nos sites Web indiqués sur le tableau de référence de garantie.



CERTIFICADO DE GARANTIA ACER PARA AMERICA LATINA

Monitores	Todos los Modelos
Vigencia de la Garantía/Tipo	3 Año limitada / En taller
Página de Internet del Soporte Acer	http://www.acersupport.com

El Monitor marca Acer comprado a Acer ó a un Distribuidor Autorizado, está cubierto por una Garantía Limitada de un (3) año que otorga Acer a través de sus Centros Nacionales y Centros Autorizados de Servicio en cada país, contra cualquier defecto de fabricación y funcionamiento, imperfecciones de materiales y mano de obra bajo condiciones normales de uso durante el período de garantía.

Términos y Vigencia de la Garantía Acer

La Garantía de su Monitor Acer consta de un (3) año en Mano de Obra y un (3) año en cambio o reparación de piezas de la configuración original del Monitor en el Taller, contado a partir de la fecha de compra del mismo. Durante el periodo de garantía, Acer hará la reparación ó reemplazará las partes defectuosas con refacciones originales y sin costo para el cliente. Todas las partes y refacciones reemplazadas durante ésta garantía pasarán a ser propiedad de Acer.

Información General

1. Servicio y Soporte Acer

Simplemente llame al Centro Nacional de Servicio Acer ó visítenos en la página de Internet www.acersupport.com y nuestros técnicos le ayudarán a diagnosticar y cuando sea posible, a resolver el problema relacionado con su monitor. Al llamar a Acer por teléfono, podría incurrir en cargos de larga distancia y otros cargos, según su localidad y proveedor de servicio. En caso de que no sea posible solucionar el problema, deberá acudir a efectuar la reparación al taller.

2. Garantía en el Taller

Dentro del Período de Garantía, el cliente deberá llevar el Monitor Acer al Centro Nacional de Servicio Acer ó a cualquiera de los Centros Autorizados de Servicio Acer para efectuar la reparación.

3. Garantía de Hardware

La cobertura de esta Garantía Limitada es válida en el Centro Nacional de Servicio Acer ó en cualquiera de los Centros Autorizados de Servicio con que ACER cuenta en el país y se extiende únicamente a los monitores y partes bajo la marca Acer.

4. Accesorios Periféricos

Sólo los accesorios periféricos fabricados por Acer o que forman parte del Monitor Acer están cubiertos por esta Garantía Limitada.

5. Garantía por Reparación de Partes

Todos los repuestos tienen una garantía de 90 días contados a partir de la fecha de reparación.

Una vez instalado el repuesto en un Equipo Acer, contará con la mayor garantía que pueda corresponderle, es decir, los 90 días contados a partir de la fecha de reparación o bien el periodo restante de la garantía original del equipo donde se instaló la refacción.

Si el repuesto es instalado en un equipo que no sea de la marca Acer o en un equipo Acer fuera de garantía, la garantía del repuesto se limitará a 90 días contados a partir de la fecha de reparación.

6. Política Corporativa para Soporte de Equipos

ACER se compromete a proveer el servicio de reparación de su Monitor y de las partes de su Monitor, de conformidad con el período mínimo requerido por las leyes que rijan al respecto en el país de compra del Monitor.

7. Transferencia de Garantía

La Garantía Limitada Acer y su respectivo plazo NO sufrirán alteración alguna en caso de que el Monitor sea vendido, cedido o pignorado a un tercero distinto del Propietario inicial, considerando que el período establecido de la garantía empezará a regir a partir de la fecha compra del Monitor por parte del propietario inicial, sin importar que este venda o ceda el Equipo a un tercero en un futuro, por lo que esta garantía no es prorrogable o ampliable por ésta causa y no podrá empezar a regir nuevamente al momento de la venta o cesión antes referida, siguiendo al efecto las formalidades establecidas en el inciso 1 del capítulo de Condiciones de este Certificado.



10. Centro Nacional de Servicio y Centros Autorizados de Servicio Acer

La información de Centros Nacionales de Servicio Acer y la lista de Centros Autorizados de Servicio de su localidad puede encontrarla en la página de Internet de Acer www.acersupport.com. Dichos establecimientos están altamente calificados para efectuar las reparaciones de Monitor Acer y en ellos podrán adquirirse partes y repuestos originales.

Condiciones

1. Para hacer válida esta Garantía

El cliente deberá presentar éste certificado y la factura original, junto con el Monitor defectuoso en el Centro Nacional de Servicio Acer ó en cualquiera de los Centros Autorizados de Servicio Acer en el País.

2. La Garantía Limitada cubre:

El Monitor marca Acer, desde el momento de la compra y sólo será válida en el país donde el Monitor fue comprado.

3. Salvo en situaciones de fuerza mayor o caso fortuito, el tiempo de reparación en ningún caso será mayor a 30 días naturales contados a partir de la fecha de recepción del monitor en el Centro Nacional de Servicio Acer o en cualquiera de los Centros Autorizados de Servicio Acer.

Exclusiones

Esta Garantía no es válida en los siguientes casos:

- a. Cuando el número de serie del monitor haya sido dañado, alterado o borrado.
- b. Cuando no se demuestre mediante el comprobante de compra que el monitor esta dentro del período de Garantía
- c. Cuando el desperfecto sea consecuencia del mal uso, descuido o de la falta de observación del instructivo de funcionamiento que se acompaña al monitor.
- d. Cuando haya existido algún intento anterior de reparación fuera del Centro Nacional de Servicio Acer o en los Centros Autorizados de Servicio señalados en la página de Internet de Acer <http://www.acersupport.com>
- e. Cuando el monitor haya recibido golpes accidentales o intencionales o haya sido expuesto a elementos nocivos como agua, ácidos, fuego, intemperie, fluctuaciones de voltaje o cualquier otro similar o análogo.
- f. Cuando la falla del monitor sea producida por falta de mantenimiento del monitor o mantenimiento inapropiado.
- g. Cuando el desperfecto sea consecuencia de la combinación de productos marca Acer con productos, accesorios o partes de otras marcas.
- h. Cualquier otro equipo, partes o software que no hayan sido incluidos en su Monitor tal como fue vendido a usted. En estos casos, la garantía es proveída por el fabricante original.
- i. Cuando el producto haya sido alterado.
- j. Las partes que sólo presenten desgaste normal por uso o el rayado de las mismas (ejm: , plásticos, base, etc.).
- k. Cuando el monitor haya sido comprado a un Distribuidor o revendedor NO autorizado.
- l. Defectos menores en la pantalla LCD. Se considerará que el defecto de la pantalla es menor a condición de que el numero de pixeles defectuosos por millón sea inferior a cuatro (4) y a condición de que el numero de pixeles defectuosos en el área central sea como máximo uno (1). Se entiende como área central el rectángulo situado en el centro al dividir imaginariamente la pantalla en nueve rectángulos iguales mediante dos líneas verticales y dos líneas horizontales.

Registro de Producto

Registrar su producto nos ayuda a servirle mejor y mantenerle actualizado con información actualizada acerca de su producto. Lo exhortamos a registrar su producto dentro de los primeros 30 días de la fecha de compra. Para registrarse solo vaya a nuestra pagina de soporte y servicio - <http://www.acersupport.com> y seleccione la opción "Registro de Producto".



CERTIFICADO DE GARANTIA PARA MONITORES MARCA ACER NO BRASIL

Monitores	Todos os Modelos
Vigência da Garantia/Tipo	1 Ano limitada / No centro de serviços
Website do Suporte Acer	http://br.acer.com/ac/pt/BR/content/support

Seu monitor marca Acer está coberto desde o momento de sua compra, pela Garantia Limitada da Acer no Centro Nacional de Serviço Acer (CNS). A garantia cobre eventuais defeitos de fabricação ou funcionamento, de acordo com as condições contidas neste documento, e é válida somente no Brasil para equipamentos comprados de revendedores e distribuidores autorizados Acer no país.

A Acer garante que o monitor que você comprou, da própria Acer, de um distribuidor ou revendedor autorizado, esteja livre de defeitos materiais ou de fabricação desde que usado em condições normais de utilização durante o período de garantia, a partir da data da compra.

Termos e vigência da garantia Acer

A garantia de seu equipamento Acer é de (1) um ano na mão de obra e (1) ano, para troca ou o reparo de partes e peças na configuração original do equipamento (hardware), nas instalações físicas do CNSA ou de um dos CSAA, a partir da data da compra do mesmo. Durante o período de garantia, a Acer irá reparar ou substituir eventuais peças defeituosas por peças originais sem nenhum custo para o cliente. Todas as partes e peças substituídas durante esta garantia passarão a ser propriedade da Acer.

A. Informações Gerais

1. Tipo de Monitor

CRT: Composto por tubo de raios catódicos (chatod Ray Tube)
LCD: Composto por tela de cristal líquido (liquid crystal display)

2. Tipos de Garantia

O equipamento deverá ser entregue pelo cliente no balcão da assistência técnica autorizada: Dentro do período de garantia, o cliente deverá levar o monitor a um Centro Autorizado de Serviço Acer (CAS) ou a um CNS (Centro Nacional de Serviços) para efetuar-se o reparo (vide item B abaixo). Todo o processo de transporte bem como os custos envolvidos serão de responsabilidade do cliente.

3. Garantia de Reparo de Partes

Todos as peças trocadas em um Centro Autorizado de Serviço Acer ou em um CNS tem 90 dias de garantia.

Uma vez instalada a peça no monitor Acer, este contará com a maior garantia que possa haver entre os 90 dias contados a partir da troca desta peça ou o restante da garantia do monitor, contados a partir de sua data de compra comprovada através da respectiva nota fiscal.

4. Transferência de Garantia

Esta Garantia Limitada não poderá ser transferida junto com o equipamento quando e se este for vendido, cedido ou emprestado a um terceiro distinto do proprietário original, considerando que o tempo estabelecido de garantia começa a ser contado a partir de sua compra por parte do proprietário original, sem levar-se em consideração que este venda ou ceda seu equipamento a um terceiro pois esta garantia não é prorrogável e não poderá ser transferida em nenhuma hipótese, uma vez que deverão ser seguidas as formalidades estabelecidas no item B – Condições, em seu inciso 1 deste Certificado (vide abaixo).

B. PROCEDIMENTO E CONDIÇÕES PARA REPARO



1. Serviço e Suporte

Acessando o site <http://br.acer.com/ac/pt/BR/content/support>, você poderá encontrar suporte e informações para diagnosticar e possivelmente resolver os problemas relativos à seu monitor sem necessidade de recorrer ao CNS Acer. Se isso não for possível, acesse o mesmo site na área **Serviço Técnico** e siga as instruções de procedimentos para abertura de chamado técnico ali contidas.

2. Garantia, no Centro de Serviços

1. Para que a sua garantia seja válida, será necessário a apresentação do monitor defeituoso juntamente com a nota fiscal original de compra quando da entrega do mesmo para reparo na assistência técnica autorizada para tal serviço.
2. Esta Garantia Limitada cobre o monitor da marca Acer desde o momento de sua compra e só será válida no Brasil para equipamentos comprados de revendedores ou distribuidores autorizados Acer.
3. Salvo situações de caso fortuito ou força maior, o tempo de reparo não será superior a 30 dias contados a partir da entrega do monitor ao Centro de serviço autorizado Acer.

C. EXCLUSÕES

Esta garantia não será válida nos seguintes casos:

1. Quando o número de série do Monitor tenha sido rasurado, alterado, retirado, apagado ou de alguma forma danificado.
2. Quando não for comprovado que o Monitor esteja dentro do prazo de Garantia.
3. Quando o defeito seja consequência de mau uso ou da falta de observância das instruções de uso e funcionamento que acompanham o monitor.
4. Quando tenha existido alguma tentativa anterior de reparo fora de um dos Centros Autorizados de Serviço Acer.
5. Quando o monitor tenha recebido golpes acidentais ou intencionais, tenha sofrido queda ou tenha sido exposto a elementos nocivos tais como água, ácidos, fogo, intempérie, flutuações de voltagem ou qualquer outro evento similar ou análogo.
6. Quando a falha do monitor seja produto da falta de manutenção do mesmo ou manutenção inadequada.
7. Quando o monitor tiver sofrido alterações.
8. Quando tiver sido transportado de maneira inadequada.
9. Defeitos de pequenos pontos luminosos (pixel) nas telas de LCD: Não pode ou poderá ser considerado defeito de tela devido à insignificância, se o número de pixels com defeito por milhão for inferior a quatro (4), ou o número de pixels defeituosos na área central for no máximo um (1). Entende-se como a área central, a área do triângulo formada quando imaginariamente se divide a tela em nove retângulos iguais, formados por duas linhas verticais e duas linhas horizontais.

Registro de Producto

Registrar seu produto nos ajuda a lhe atender melhor e lhe manter atualizado com informações atualizadas sobre seu produto. Aconselhamos que você registre seu produto dentro dos primeiros 30 dias da data da compra. Para registrar-se acesse nossa página de suporte e serviço - <http://br.acer.com/ac/pt/BR/content/support> e selecione a opção "Registrar um Produto".



CERTIFICATE OF ACER WARRANTY FOR LATIN AMERICA

Monitor	All Models
Warranty Length/Type	3 Year Limited: Carry-In
Service Website	http://www.acersupport.com

The Acer brand product purchased from Acer or an Authorized Distributor, is covered under a three (3) year Limited Warranty granted by Acer through its National Service Centers and Authorized Service Centers in each country, against any defects in manufacture, functionality, materials or workmanship under normal use during the warranty period.

Terms and Conditions of the Acer Warranty

The Warranty of your Acer product consists of three (3) year for labor service and three (3) year for replacement or repair of parts with the original configuration of the product (Hardware), provided by the Service Center, commencing on the date of purchase. During the warranty period, Acer will repair or replace defective parts with original parts at no charge to the customer. All parts replaced under this warranty will become the property of Acer.

General Information

1. Acer Support and Service

Simply call the National Service Center or visit us at www.acersupport.com and our technicians will help diagnose, and if possible, resolve the problem related to your product. When contacting Acer via telephone, long distance and other changes may apply, depending on your calling area and your service provider. If resolving the problem is not possible, you will have to contact the Service Center for repair.

2. Warranty in the Service Center

During the warranty period, the customer must deliver the Acer product to the Acer National Service Center or to any Acer Authorized Service Center to carry out the repair.

3. Hardware Warranty

The terms of this limited warranty are valid at the Acer National Service Center or at any of the Acer Authorized Service Centers that Acer may have in the country and it extends only to Acer brand products and parts.

4. 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.

5. Warranty for Repaired Parts

All spare parts have a ninety (90) day warranty.

Once a replacement part has been installed in an 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 spare part is installed in a product that is not an Acer brand product or in a unit that is out of warranty, the spare part's warranty will be limited to ninety (90) days.

6. Corporate Policy for Product Support

Acer is committed to providing service repair for its products and the spare parts of its products, in compliance with the minimum period requirements of the laws of the country in which the unit was purchased.

7. Transfer of Warranty

The Acer Limited Warranty is NOT transferable with the product to any one 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, without regard to any sale or transfer the product by the original Purchase to a third party at a later time. This warranty can not be extended and can not be re-registered at the time of sale or transfer previously referenced, in accordance with the requirements of section 1 of the Conditions section of this Certificate.

8. Extended Warranty



The customer may extend a product's factory warranty by purchasing extended warranty policies during the Warranty Period through the Acer National Service Center or Acer Authorized Service Centers. Excluded from warranty extensions are components such as the mouse, keyboard and speakers for desktop computers, and batteries for laptops.

9. National Service Centers and Authorized Service Centers

Information on your local Acer National Service Centers and the list of Acer Authorized Service Centers may be found at the Acer website www.acersupport.com. These establishments are highly qualified to carry out the repair of Acer products and original parts can be acquired through them.

Conditions

1. To validate this warranty:

The customer must present this certificate and the original purchase receipt, along with the defective product at the Acer National Service Center or any of the Acer Authorized Service Centers in that customer's country.

2. 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 three (3) year.

3. With the exception of major or unforeseen circumstances, the repair time in any event will not be more than 30 calendar days from the date of receipt of the product at the Acer National Service Center or any of the Acer Authorized Service Centers.

Exclusions

This warranty is not valid in the following cases:

- a. When the serial number of the product has been damaged, altered or erased.
- b. When it has not been proven that the product is within the warranty period.
- c. When the failure is due to misuse, or failure to use the product in accordance with the User's Manual that accompanies the product.
- d. When there has been a previous attempt to repair outside of the Acer National Service Center or any of the Acer Authorized Service Centers listed on the Acer website <http://www.acersupport.com>
- e. 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 or analogous damage.
- f. When the failure is due to improper or lack of maintenance.
- g. When the damage is caused by the combination of Acer branded products with other non-Acer branded products, accessories or parts.
- h. 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.
- i. When the product has been altered.
- j. Failures due to reconfiguration of software and other applications not included in the original product. Under no circumstance is Acer or any Acer Authorized Service Center responsible for any loss of information or data of the end user due to hardware or software issues.
- k. When the product has been exposed to a virus.
- l. Spare parts that present normal wear and tear due to use (e.g. battery, plastics, keyboard, etc.)

The battery life is not guaranteed and 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 capacity of charge and retention.

- m. When the product was purchased from an unauthorized Distributor or Reseller.



- n. 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) and 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.

Registration.

Registration of your Product helps Acer better serve you. Acer encourages you to register your Product within thirty (30) days of the original purchase in order to receive prompt service and support coverage should You need it. To register go to Acer's service website: <http://www.acersupport.com> and choose "Register Your System."



Centros de Servicio Autorizados en Latino América

Centro Nacional de Servicio Acer México

Av. Ejército Nacional
No.579 Piso 1
Colonia Granada
C.P. 11520 México, D.F.
Tels: (52 55) 5999-9400 / 001-866-350 2237
www.acer.com.mx

Centro Nacional de Servicio Acer Argentina

Megatech
Av. Belgrano 4065, C1210AAI C.A.B.A.
C.A. de Buenos Aires 1107
Buenos Aires - Argentina
Tel: 0800-444-1318
soportelatinoacer@acer.com
www.megatech.la

Centro Nacional de Servicio Acer Colombia

Punto de Servicios
CRA 47 No. 91-62
La Castellana.
Bogotá - Colombia
Tel: 01-800-915-7126
soportelatinoacer@acer.com
www.puntodeservicios.com

Centro Nacional de Servicio Acer Perú

High Service
Av. Alfredo Benavides Num. 2969
Urb. Alexander Von Humbolt
Miraflores - Lima - Perú
Tel: 0800-54495
soportelatinoacer@acer.com
www.highservice.com.pe

Centro Nacional de Servicio Acer Costa Rica

Sauter Infomax
Calle 11, Ave. Central y Segunda
Edif. Bellavista, 2° Piso
San José - Costa Rica. 13243
Tel: (506) 258-5280
soportelatinoacer@acer.com
www.sauter-infomax.co.cr

Centro Nacional de Servicio Acer Uruguay

Lekemill S.A.
Maldonado 1035 PR 11100, Esq. Rio Negro
Montevideo - Uruguay
Tel: (598-2) 903-0166
soportelatinoacer@acer.com
www.cns.com.uy

Centro Nacional de Servicio Acer Bolivia

Centro Nacional de Servicio Acer Chile

Net Now Tecnología y Computación S.A
Av. Las torres 1278 Huechuraba
Santiago - Chile
Tel: (600) 460 4000
soportelatinoacer@acer.com

Centro Nacional De Serviço Acer Brasil

AGP Tecnologia em Informática do Brasil
Para obter serviços e suporte acesse:
<http://br.acer.com/ac/pt/BR/content/support>
ou ligue para:
0800 762 2237

Centro Nacional de Servicio Acer Venezuela

TecnoAsist C.A.
Centro Comercial Caurimare
Mezzanina, Local 33
Urb.Caurimare, El Cafetal
Caracas - Venezuela
Tels: (58-212) 987-7223 / 985-6990
soportelatinoacer@acer.com

Centro Nacional de Servicio Acer Ecuador

Cosideco LTDA
Av. 6 de Diciembre N31-89 y Whimper
Quito - Ecuador
Tel: (593-2) 222-9818
www.cosideco.com / info@cosideco.com

Centro Nacional de Servicio Acer Guatemala

TECFIX
Avenida Las Américas 17-24 Zona 13
Guatemala - 01013 Guatemala
Tel: (502-2) 2360-5888
www.lapstec.com / guate@lapstec.com

Centro Nacional de Servicio Acer Paraguay

Diesa S.A.
Avenida Eusebio Ayala Km 4.5
Asunción - Paraguay
Tel: (595-21) 610-303
soportelatinoacer@acer.com
www.diesa.com.py

Centro Nacional de Servicio Acer Panamá



Artes Electrónicas S.R.L.
Calle Mercado No. 1357
La Paz - Bolivia
Tels: (591) 2 220-0701 / 800-100620
www.artes-electronicas.com
soportelatinoacer@acer.com

Sonset S.A.
Via Brasil, Calle C sur 1°-
Ciudad de Panamá
Panamá 0816-006
Tel: (507) 206-9500
servicios@sonset.com.pa

Acer National Service Center - Barbados

Online Consultancies LTD
5A 5B Clermont.
St Thomas - Barbados
Tel: (246) 438-6666
olc@caribsurf.com

Centro Nacional de Servicio Acer El Salvador

Profesionales en Computación SA de CV
Calle y Colonia Roma Núm.189
San Salvador - El Salvador.
Tel: (503) 2298-6499
fernando.escoto@profcomp.com

Centro Nacional de Servicio Acer República Dominicana

Analistas Asociados C.X.A
Calle Carmen Mendoza de Cornielle Num.16.
Entre 27 Rómulo B y 27 de Feb.
Bella Vista,
República Dominicana - Santo Domingo
Tel: (809) 333-0909
info@analistasasocs.com

Acer National Service Center - Guyana

GuyanaNet.INC
234 Lance Gibbs & Irving St,
Georgetown - Guyana
Tel: (592) 227-8860
support@guyana.net.gy

Acer National Service Center - Jamaica

SSP APTEC LTD
27 Burlington Avenue
Kingston 10
Tel: (876) 754-0060
www.sspaptec.com / nigel@sspaptec.com

Acer National Service Center - Aruba

Perfect Fit Systems
Sabana Blanco 68-C
Oranjestad - Aruba
Tel: (297) 5829-515
soportelatinoacer@acer.com

Centro Nacional de Servicio Acer Nicaragua

Centro Técnico Electrónico
Supermercado La Colonia Lindavista
3c arriba y 1/2 cuadra al Sur
Barrio Monseñor Lezcano
Managua - Nicaragua.
Tels: (505) 22684558 / 8600-8352
soportelatinoacer@acer.com

Centro Nacional de Servicio Acer Honduras

Centro Autorizado de Servicios S.de R.L.
Blvd. Sta.Cristina, Edificio HCT.
Colonia Miraflores
Tel: (504) 230-7211
soportelatinoacer@acer.com

Acer National Service Center - Haití

CompHaiti S.A.
432 Delmas 50-52, Route de Delmas
Pourt-au-Prince Haiti HT6120
Tels: (509) 246-0665 / 246-0665
tech@comphaiti.com

Centro Nacional de Servicio Acer Puerto Rico

M.A.K.E. Technologies
Calle Julio Pérez Irizarry Num.23
Hormigueros 00660
Tels: (787) 849-0551 / 1-866-569-2237
Acer_Services@mtlogisticspr.com
soportelatinoacer@acer.com

La lista de Centros de Servicio Autorizados en America Latina puede variar sin previo aviso. Verifique la lista actualizada en:
The list of Authorized Service Centers in Latin America can be changed without previous notification. Verify the updated list at:
A lista dos Centros de Serviços Autorizados na América Latina poderá ser mudada sem aviso prévio. Verifique a lista atualizada em:



www.acersupport.com



ACER LIMITED WARRANTY AGREEMENT

Warranty Length/Type	2 Year Limited: Parts & Labor, Mail In or Carry In
Hardware Technical Support	2 Year
Software Support	90 days
Service Website	http://www.acersupport.com
Service Phone Number	866-695-2237 (United States) 866-706-2237 (Canada)

**[Binding Arbitration provisions are not applicable to Quebec consumers]
THIS AGREEMENT CONTAINS A MANDATORY AND BINDING ARBITRATION PROVISION
IN WHICH YOU AND ACER AGREE TO RESOLVE ANY DISPUTES BETWEEN YOU AND
ACER BY BINDING ARBITRATION. PLEASE SEE SECTION 9 BELOW.**

This Agreement ("Agreement") is between the original purchaser ("You") and Acer America Corporation ("Acer") and applies to Acer branded products ("Products") and services purchased in the U.S. or Canada by You from Acer or any of its subsidiaries or affiliates or an Acer authorized reseller ("Reseller"). 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 purchased 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 is not warranted and will vary depending on Product configuration and usage including, but not limited to Product model, applications running, power management settings, and Product features. The Limited Warranty Period commences on the date of purchase by You. Your original purchase invoice (sales receipt) showing the date of purchase of the Product is your proof of the date of purchase.

1. 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; or (iii) refund the amount You paid for the Product, LESS DEPRECIATION, upon its return. Replacement parts and Products will be new or serviceably used, comparable in function and performance to the original part or Product and warranted for the remainder of the original warranty period or, if longer, 90 days after they are shipped to You.



2. Hardware Technical Support. During the Limited Warranty Period, Acer will provide Product technical support. After the expiration of the Limited Warranty Period, hardware technical support is available for a fee. The fee will be charged to your credit card when You call technical support. Please note that when contacting Acer via telephone, long distance and other charges may apply, depending upon your calling area. The scope of technical support consists of helping You diagnose and resolve problems with defects in Products covered by this Agreement, and reinstalling the factory-installed operating system and software to restore it to the original factory configuration. Acer may provide technical support via on-line, telephone and other methods. Acer may change the means through which it provides technical support at any time without notice to You.

3. 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.

4. Limitations and Exclusions.

THIS LIMITED WARRANTY DOES NOT COVER AND ACER IS NOT RESPONSIBLE FOR:

- DELIVERY OR INSTALLATION, OR LABOR CHARGES FOR INSTALLATION OR SETUP OF THE PRODUCT, ADJUSTMENT OF CUSTOMER CONTROLS ON THE PRODUCT, AND 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 SERVICING NOT AUTHORIZED BY ACER;
- 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 WITHOUT THE WRITTEN PERMISSION OF ACER;
- DAMAGES CAUSED BY THE COMBINATION OF ACER BRANDED PRODUCTS WITH OTHER NON-ACER BRANDED PRODUCTS, ACCESSORIES, PARTS OR COMPONENTS (INCLUDING SIMS CARDS OR MEMORY CARDS) OR USE OF PRODUCTS, EQUIPMENT, SYSTEMS, UTILITIES, SERVICES, PARTS, SUPPLIES, ACCESSORIES, APPLICATIONS, INSTALLATIONS, REPAIRS, EXTERNAL WIRING OR CONNECTORS NOT SUPPLIED OR AUTHORIZED BY ACER 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;

- UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT;
- SOFTWARE, INCLUDING THE OPERATING SYSTEM AND SOFTWARE ADDED TO YOUR PRODUCT THROUGH OUR FACTORY-INTEGRATION SYSTEM, THIRD-PARTY SOFTWARE, OR THE RELOADING OF SOFTWARE;
- 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;
- PRODUCTS WHERE THE ACER SERIAL NUMBER IS MISSING, ALTERED OR DEFACED;
- EXTERNAL SPEAKERS, KEYBOARDS AND MICE;
- WIRELESS DATA SERVICES PROVIDED BY THIRD PARTY PROVIDERS;
- DAMAGE CAUSED AS A RESULT OF IMPROPER TRANSPORTATION OR PACKING/PACKAGING WHEN RETURNING THE PRODUCT TO ACER OR AN ACER AUTHORIZED SERVICE PROVIDER;
- 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.

5. Registration. Registration of your Product helps Acer better serve You. Acer encourages You to register your Product within thirty (30) days of the original purchase in order to receive prompt service and support coverage should You need it. To register go to <http://www.acersupport.com> and choose "Register Your System." In accordance with applicable law, Acer may require that You furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

6. Instructions for Obtaining Warranty Service. For specific instructions on how to obtain warranty service for your Product, please refer to the Warranty Reference Table contained in this booklet and go to <http://www.acersupport.com>

To obtain warranty service:

- You must assist Acer in diagnosing issues with your Product and follow Acer's warranty processes.
- You must obtain warranty service from Acer or an Acer Authorized Service Center. Acer will not reimburse You for service performed by others.
- If Acer decides that You need a replacement part(s) or replacement Product, Acer may require a credit card authorization or other security to receive replacement part(s) or Product and may require You to pay the cost of shipping the replacement part(s) or Product to You



and the cost of returning the defective part or Product to Acer. Acer will then authorize shipment of the required part(s) or Product to You.

- You may be required to deliver and retrieve your Product to and from Acer or an Acer Authorized Service Center at your expense. When sending a Product to Acer or the Acer Authorized Service Center, You must deliver the Product, freight prepaid, in either its original packaging or packaging affording an equal degree of protection. You are responsible for properly packaging your Product, paying all shipping costs, insurance costs, loss or damage to the Product during shipping, and any other taxes, fees, duties or charges associated with transporting the Product to Acer or an Acer Authorized Service Center. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR ACER PRODUCT DURING SHIPMENT TO ACER OR AN ACER AUTHORIZED SERVICE CENTER.**
- Before providing your Product to Acer or an Acer Authorized Service Center for service, remove any confidential, proprietary or personal information, and removable media, such as disks, CDs, or PC Cards.
- If Acer asks You to return defective parts or Products, You must do so within 15 days after You receive the replacement parts or Products. If You fail to return the replacement part(s) or Product as instructed, Acer will charge the credit card for the authorized amount. All exchanged parts and Products replaced under this Agreement will become the property of Acer.

IT IS YOUR RESPONSIBILITY TO BACK UP THE CONTENTS OF YOUR HARD DRIVE BEFORE SERVICES ARE PERFORMED AND REMOVE ANY DATA FROM PARTS OR PRODUCTS RETURNED TO ACER OR AN ACER AUTHORIZED SERVICE CENTER, INCLUDING ANY DATA YOU HAVE STORED OR SOFTWARE YOU HAVE INSTALLED ON THE HARD DRIVE. It is possible that the contents of your hard drive will be lost or reformatted in the course of service and Acer will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product serviced. IF DURING THE REPAIR OF THE PRODUCT THE CONTENTS OF THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, ACER IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA WHATSOEVER. YOUR PRODUCT WILL BE RETURNED TO YOU CONFIGURED TO THE ORIGINAL FACTORY CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

7. Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Commercial Purchasers: Acer extends the above limited warranty to purchasers of Products for industrial, commercial and business use upon the same terms and conditions and exclusions applicable to consumer purchasers. **HOWEVER, WITH RESPECT TO COMMERCIAL PURCHASERS, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE EXCLUDED AND DISCLAIMED.**

8. Limitation of Liability. ACER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. ACER'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST ALLOWED BY LAW. ACER IS NOT LIABLE TO



YOU FOR EVENTS BEYOND ACER'S CONTROL , SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, 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.

9. Binding Arbitration. [BINDING ARBITRATION PROVISIONS ARE NOT APPLICABLE TO QUEBEC CONSUMERS] THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ACER WILL BE RESOLVED BY MANDATORY AND BINDING ARBITRATION TO THE FULLEST EXTENT PROVIDED BY LAW. YOU AND ACER THEREFORE GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT AS FURTHER SET FORTH BELOW IN THIS SECTION 9).

To the fullest extent provided by law, and except as otherwise provided below, You and Acer agree that any Dispute (as further defined below in this Section 9) between You and Acer will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules and the Consumer Due Process Protocol. **YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.** You and Acer will agree on another arbitration forum, as well as procedures under which the arbitration will be conducted, if AAA ceases operations.

The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Acer. Arbitration is a process whereby a dispute is submitted to an arbitrator, for a final and binding determination, known as the award. The arbitrator is an individual, similar to a judge, who reviews and weighs evidence provided by both parties, and renders an award enforceable in court. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. **YOU ACKNOWLEDGE THAT, BY WAY OF THIS AGREEMENT, YOU AND ACER WAIVE ALL RIGHTS TO A JURY TRIAL.**

The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class-action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person, whichever method of presentation You choose.

Under the AAA Supplementary Procedures for Consumer-Related Dispute and Consumer Due Process Protocol, You retain the right to seek relief in a small claims court for Disputes within the scope of the small claims court's jurisdiction. The small claims action, or any portion of it, will not be consolidated with any other action and will not be conducted on a class-wide or class-action basis.



If You prevail in the arbitration of any Dispute with Acer, Acer will reimburse You for any fees You paid to AAA in connection with the arbitration. **ANY DECISION RENDERED IN SUCH ARBITRATION PROCEEDINGS WILL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.**

YOU UNDERSTAND THAT, IN THE ABSENCE OF THIS PROVISION, YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, INCLUDING THE RIGHT, IF ANY, AND SUBJECT TO THE RULES OF YOUR JURISDICTION, TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS-ACTION BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

This provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this Agreement, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof; (ii) the related order for, purchase, delivery, receipt or use of any product or service from Acer; or (iii) any other dispute arising out of or relating to the relationship between You and Acer, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/ or any third party who provides products or services purchased from or distributed by Acer. The term "You" means the original purchaser and those in privity with the original purchaser, such as family members or beneficiaries.

Further information may be obtained from the AAA on line at www.adr.org, by calling 800-778-7879, or writing to American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

10. Out of Warranty Repairs. Any services provided to You by Acer that are not within the scope of the Product Limited Warranty or that are not covered by an extended service plan are governed by this Agreement and are otherwise subject to the terms of the Acer out-of-warranty service procedures and any applicable service order. For a period of ninety (90) days after services are performed, Acer warrants that services provided by it were performed in a professional and workmanlike manner. If your problem recurs within the 90-day service warranty period, Acer will, at its option, (i) re-perform the services, (ii) replace the Product pursuant to the terms of this Agreement, (iii) permit You to return the Product and issue a refund pursuant to the terms of this Agreement, (iv) refund the amount You paid for the services. If You purchased an extended service plan from Acer or from a third party, please refer to the extended service plan for its coverage, duration and terms of service.

11. General. Acer and its subsidiaries and affiliates are intended beneficiaries of this Agreement. Any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Acer, other than an extended service plan, shall be governed by this Agreement. 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. **[The**



exclusivity of the following provision is not applicable to Quebec consumers] **THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

12. Privacy Notice. You can review Acer's Privacy Policy on our web site, located at <http://www.acerpanam.com>. Acer will maintain and use your customer information in accordance with its Privacy Policy.

13. 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 the waiver set out in Section 9 of this warranty does not apply and You retain the right to litigate disputes before a court, including the right, subject to the rules of your jurisdiction, to litigate claims on a class-action basis.

14. International Support: You must comply with all applicable export laws and regulations if You export the product from the United States or Canada. Acer does not accept for return any products purchased from a reseller. Customers outside the United States are responsible for paying all freight and brokerage charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to Acer. All international customers are responsible for all customs duties, VAT, GST and other associated taxes and charges.

Please send correspondence about this Agreement to:

**Acer Customer Service
P.O. Box 6137
Temple, TX 76503**

Current information on technical support and warranty policies, phone numbers and other service information is available on our web sites listed on the Warranty Reference Table.



ACCORD DE GARANTIE LIMITÉE ACER

Durée/type de garantie	Limitée 2 an : pièces et main-d'œuvre, service par la poste ou en atelier
Soutien matériel informatique	2 an
Soutien logiciel	90 jours
Site Web du service	http://www.acersupport.com
Numéros de téléphone du service	866-695-2237 (États-Unis) 866-706-2237 (Canada)

[Les dispositions d'arbitrage exécutoire ne s'appliquent pas aux consommateurs du Québec]

CET ACCORD CONTIENT UNE DISPOSITION D'ARBITRAGE OBLIGATOIRE ET EXÉCUTOIRE PAR LAQUELLE ACER ET VOUS-MÊME ACCEPTEZ DE RÉSOUDRE TOUT LITIGE SURVENANT ENTRE VOUS ET ACER PAR ARBITRAGE EXÉCUTOIRE. VEUILLEZ CONSULTER LA SECTION 9 CI-DESSOUS.

Le présent accord (« Accord ») est conclu entre l'acheteur original (« vous ») et Acer America Corporation (« Acer ») et s'applique aux produits de la marque Acer (« Produits ») et aux services achetés aux États-Unis ou au Canada par vous auprès d'Acer ou d'une de ses filiales ou sociétés affiliées ou d'un revendeur agréé Acer (« Revendeur »). Cette garantie limitée est valable uniquement aux États-Unis et au Canada. Cette garantie limitée s'adresse à vous, l'acheteur original et n'est pas transférable à une personne qui ultérieurement achète, loue ou obtient d'une quelconque façon le produit auprès de vous. Cette garantie limitée ne couvre pas les logiciels ou des produits autres que ceux de marque Acer (par exemple, imprimantes, scanners, etc.).

La durée de cette garantie limitée (la « Période de garantie limitée ») est identifiée dans le tableau de référence fourni avec cet Accord (« Tableau de référence de garantie ») et s'applique à tous les produits à l'exception des lampes achetées avec des projecteurs. Si vous avez acheté un projecteur, la lampe est garantie pendant une période de quatre-vingt-dix (90) jours. Si vous avez acheté un produit qui comprend une batterie rechargeable, Acer garantit que la batterie sera exempte de défauts de matériaux et de fabrication pendant la plus courte de (a) la période indiquée dans le tableau de référence de garantie ou (b) un (1) an à partir de la date d'achat du produit qui fonctionne au moyen de la batterie. Comme avec toutes les batteries, la capacité maximale de la batterie incluse dans le produit va diminuer avec le temps ou l'utilisation. La garantie de la batterie ne couvre pas les changements de capacité de la batterie. Votre batterie est uniquement garantie contre des défauts de matériaux ou de fabrication entraînant une défaillance. L'autonomie de la batterie n'est pas garantie et peut varier selon la configuration et l'utilisation des produits, y compris, mais sans s'y limiter, au modèle du produit, aux applications utilisées, aux paramètres de gestion de puissance et aux fonctionnalités du produit. La période de garantie limitée commence à la date d'achat à laquelle vous avez acheté le produit. Votre facture d'achat originale (facture) indiquant la date d'achat du produit constitue votre preuve de la date d'achat.

1. Garantie limitée du produit. Acer garantit que ses produits seront exempts de défauts de matériaux et de fabrication pendant la période de garantie limitée. Pendant la période de garantie limitée, Acer va, à son choix : (i) fournir les pièces de rechange nécessaires pour



réparer le produit, (ii) réparer le produit ou le remplacer par un produit comparable, ou (iii) rembourser le montant que vous avez payé pour le produit, MOINS SA DÉPRÉCIATION, lorsqu'il est retourné. Les pièces de rechange et les produits seront neufs ou en bon état de fonctionnement, comparables en utilisation et en performance à la pièce d'origine ou au produit et ils seront garantis pour le reste de la période de garantie initiale ou, si supérieure, 90 jours après qu'ils vous soient expédiés.

2. Soutien technique du matériel. Pendant la période de garantie limitée, Acer fournira le soutien technique du produit. Après l'expiration de la période de garantie limitée, le soutien technique du matériel est disponible moyennant un supplément. Les frais seront débités de votre carte de crédit lorsque vous appelez le soutien technique. Veuillez noter que lorsque vous téléphonez à Acer, des frais de longue distance et autres peuvent s'appliquer, selon votre zone d'appel. La portée du soutien technique consiste à vous aider à diagnostiquer et résoudre les problèmes liés à des défauts dans les produits couverts par cet Accord, et la réinstallation du système d'exploitation et du logiciel installés en usine de façon à les restaurer à la configuration d'usine. Acer peut fournir un soutien technique via Internet, téléphone et d'autres méthodes. Acer pourrait changer le moyen par lequel il vous fournit un soutien technique à tout moment sans préavis.

3. Soutien logiciel pour les logiciels du système d'exploitation. Acer n'est pas le fabricant du logiciel ou du système d'exploitation et ne garantit pas que le logiciel ou les systèmes d'exploitation soient exempts d'erreurs, que ce soit isolément ou en combinaison avec le matériel. Pour votre produit, Acer aidera l'acheteur original avec (i) l'installation de tout logiciel du système d'exploitation acheté auprès d'Acer, (ii) la configuration du logiciel du système d'exploitation, (iii) l'installation du logiciel du système d'exploitation, et (iv) les problèmes de dépannage associés au logiciel du système d'exploitation.

4. Restrictions et exclusions.

CETTE GARANTIE LIMITÉE NE COUVRE PAS, ET ACER N'EST PAS RESPONSABLE POUR :

- LA LIVRAISON OU L'INSTALLATION, OU LES FRAIS DE MAIN-D'ŒUVRE POUR L'INSTALLATION OU LA CONFIGURATION DU PRODUIT, LE RÉGLAGE DES COMMANDES DU CLIENT SUR LE PRODUIT NI L'INSTALLATION OU LA RÉPARATION DES SYSTÈMES D'ANTENNE EXTERNES AU PRODUIT;
- LES DOMMAGES CAUSÉS PAR UNE MAUVAISE UTILISATION, UNE UTILISATION ABUSIVE, DES ACCIDENTS, INCENDIES, VOLS, DISPARITIONS, MAUVAISE POSITION, FLUCTUATIONS ET SURTENSIONS, RACCORDEMENT À UNE TENSION INAPPROPRIÉE OU UNE TENSION DE LIGNE ÉLECTRIQUE INCORRECTE, VIRUS, LOGICIEL MALVEILLANT, CONDUITE IMPRUDENTE, VOLONTAIRE OU INTENTIONNELLE;
- DOMMAGES CAUSÉS PAR DES SERVICES D'ENTRETIEN NON AUTORISÉS PAR ACER;
- DOMMAGES CAUSÉS PAR UNE UTILISATION QUI N'EST PAS CONFORME AUX INSTRUCTIONS DU PRODUIT OU AUX MANUELS DE L'UTILISATEUR, DÉFAUT DE SUIVRE LES INSTRUCTIONS DU PRODUIT OU LES MANUELS DE L'UTILISATEUR OU POUR NE PAS PROCÉDER AU NETTOYAGE OU À L'ENTRETIEN PRÉVENTIF;



- DOMMAGE CAUSÉ PAR UN PRODUIT OU UNE PIÈCE QUI A ÉTÉ MODIFIÉ(E) POUR ALTÉRER LA FONCTIONNALITÉ OU LA CAPACITÉ SANS L'AUTORISATION ÉCRITE D'ACER;
- DOMMAGES CAUSÉS PAR LA COMBINAISON DE PRODUITS DE MARQUE ACER AVEC DES PRODUITS D'AUTRES MARQUES, DES ACCESSOIRES, DES PIÈCES OU COMPOSANTS (Y COMPRIS LES CARTES SIMS OU CARTES MÉMOIRE) OU L'UTILISATION DE PRODUITS, ÉQUIPEMENTS, SYSTÈMES, SERVICES PUBLICS, AUTRES SERVICES, PIÈCES, FOURNITURES, ACCESSOIRES, APPLICATIONS, INSTALLATIONS, RÉPARATIONS, CÂBLAGE EXTERNE OU CONNECTEURS NON FOURNIS, NI AUTORISÉS PAR ACER QUI ENDOMMAGENT CE PRODUIT OU PROVOQUENT DES PROBLÈMES DE SERVICE;
- PROBLÈMES DE SIGNAL, PROBLÈMES DE RÉCEPTION ET DE DISTORSION LIÉS À LA TRANSMISSION DU BRUIT, DE L'ÉCHO, D'INTERFÉRENCE OU DE TOUTE AUTRE TRANSMISSION DE SIGNAL ET DE PROBLÈMES DE PRESTATION;
- RÉSULTATS D'UNE UTILISATION NORMALE, COMME LA DÉGRADATION PROGRESSIVE DE L'IMAGE, LE VIEILLISSEMENT INÉGAL DE L'ÉCRAN, DES IMAGES RÉMANENTES ET UNE INSUFFISANCE DE PIXELS DANS LES SPÉCIFICATIONS DÉSIGNÉES OU QUI NE MODIFIENT PAS MATÉRIELLEMENT LA FONCTIONNALITÉ DES PRODUITS;
- UTILISATION DU PRODUIT SANS INTERRUPTION OU SANS ERREUR;
- LOGICIEL, NOTAMMENT LE SYSTÈME D'EXPLOITATION ET LE LOGICIEL AJOUTÉS À VOTRE PRODUIT PAR LE BIAIS DE NOTRE SYSTÈME D'INTÉGRATION EN USINE, LOGICIEL TIERS OU LE RECHARGEMENT DU LOGICIEL;
- TOUT ÉQUIPEMENT OU COMPOSANTE QUI N'ÉTAIT PAS INCLUS DANS VOTRE PRODUIT DANS L'ÉTAT DANS LEQUEL IL VOUS A ÉTÉ VENDU;
- PERTES DE DONNÉES;
- USURE NORMALE;
- IMPERFECTIONS MINEURES QUI RÉPONDENT AUX SPÉCIFICATIONS DE CONCEPTION;
- DOMMAGE D'ORDRE ESTHÉTIQUE OU FINITION EXTÉRIEURE QUI N'AFPECTE PAS LA FONCTIONNALITÉ, CE QUI COMPREND NON EXCLUSIVEMENT LES ÉCRANS RAYÉS OU FÊLÉS;
- LES PRODUITS POUR LESQUELS LE NUMÉRO DE SÉRIE D'ACER EST MANQUANT, ALTÉRÉ OU DÉTRUIT;
- HAUT-PARLEURS EXTERNES, CLAVIERS ET SOURIS;
- SERVICES DE DONNÉES SANS FIL FOURNIS PAR DES FOURNISSEURS TIERS;
- DOMMAGES CAUSÉS PAR SUITE D'UN TRANSPORT OU D'UN EMBALLAGE INADAPTÉ LORS DU RETOUR DU PRODUIT CHEZ ACER OU CHEZ UN PRESTATAIRE DE SERVICE AUTORISÉ ACER;
- UN PRODUIT QUI NÉCESSITE UNE MODIFICATION OU UNE ADAPTATION POUR POUVOIR FONCTIONNER DANS UN PAYS AUTRE QUE CELUI POUR LEQUEL IL A ÉTÉ CONÇU, FABRIQUÉ, APPROUVÉ ET/OU AUTORISÉ OU UNE RÉPARATION DES PRODUITS ENDOMMAGÉS PAR CES MODIFICATIONS.

TOUTE GARANTIE APPLICABLE AU LOGICIEL, Y COMPRIS AUX SYSTÈMES D'EXPLOITATION OU AUX PRODUITS D'UNE MARQUE AUTRE QU'ACER EST FOURNIE PAR LE FABRICANT D'ORIGINE.



5. Enregistrement. L'enregistrement de votre produit permet à Acer de mieux vous servir. Acer vous encourage à enregistrer votre produit dans les trente (30) jours suivant l'achat initial afin de recevoir un service rapide et une couverture d'assistance en cas de besoin. Pour l'enregistrement, allez sur <http://www.acersupport.com> et choisissez « Enregistrer votre système ». Conformément à la loi applicable, Acer pourrait vous demander de fournir une preuve d'achat ou d'observer les exigences d'enregistrement avant de recevoir un service de garantie.

6. Instructions pour obtenir des services de garantie. Pour des instructions précises sur la façon d'obtenir un service de garantie pour votre produit, veuillez consulter le tableau de référence de garantie contenu dans ce livret et allez à : <http://www.acersupport.com>

Comment obtenir le service en vertu de la garantie :

- Vous devez aider Acer à diagnostiquer les problèmes rencontrés avec votre produit et suivre la procédure de garantie d'Acer.
- Vous devez obtenir un service de garantie auprès d'Acer ou d'un centre de service agréé par Acer. Acer ne vous remboursera pas les services fournis par d'autres.
- Si Acer décide que vous avez besoin de pièces de remplacement ou d'un produit de remplacement, Acer peut exiger une autorisation de carte de crédit ou toute autre garantie de recevoir les pièces de remplacement ou le produit de remplacement et peut vous obliger à payer les frais de livraison des pièces de remplacement ou du produit de remplacement et les frais de retour de la pièce défectueuse ou du produit à Acer. Acer autorisera ensuite l'expédition des pièces requises ou de votre produit.
- Il peut vous être demandé de livrer votre produit à Acer ou à un centre de service agréé par Acer et de récupérer votre produit d'Acer ou de l'un de ses centres de service agréé, et ce, à vos frais. Lorsque vous envoyez un produit à Acer ou à un centre de service agréé par Acer, vous devez envoyer le produit, fret payé d'avance, soit dans son emballage d'origine dans ou un emballage offrant un niveau de protection équivalent. Vous êtes responsable de bien emballer votre produit, en payant tous les frais d'expédition, les frais d'assurance, les frais liés à une perte ou à des dommages au produit pendant l'expédition, et tout autre droit, taxe, redevance ou frais associés au transport du produit à Acer ou à un centre de service agréé par Acer. **VOUS ÊTES RESPONSABLE DE TOUT DOMMAGE FAIT À VOTRE PRODUIT ACER PENDANT L'EXPÉDITION À ACER OU À UN CENTRE DE SERVICE AGRÉÉ PAR ACER.**
- Avant de donner votre produit à Acer ou à un centre de service agréé par Acer pour service, enlevez toute information confidentielle, exclusive ou personnelle, et les supports amovibles, tels que les disques, CD ou cartes PC.
- Si Acer vous demande de retourner les pièces ou produits défectueux, vous devez le faire dans les 15 jours suivant la réception des pièces ou produits de rechange. Si vous ne retournez pas les pièces de rechange ou le produit selon les instructions, Acer imputera le montant autorisé à votre carte de crédit. Toutes les pièces échangées et tous les produits remplacés en vertu du présent Accord deviendront la propriété d'Acer.

IL EST DE VOTRE RESPONSABILITÉ DE SAUVEGARDER LE CONTENU DE VOTRE DISQUE DUR AVANT L'EXÉCUTION DES SERVICES ET DE SUPPRIMER TOUTES LES DONNÉES DES PIÈCES OU PRODUITS RETOURNÉS À ACER OU À UN CENTRE DE SERVICE AGRÉÉ PAR ACER, NOTAMMENT LES DONNÉES QUE VOUS AVEZ SAUVEGARDÉES OU LES LOGICIELS QUE VOUS AVEZ INSTALLÉS SUR LE DISQUE DUR. Il est possible que le contenu de votre disque dur soit perdu ou reformaté dans le cadre de la réparation et Acer ne



sera responsable d'aucun dommage ou perte de programmes, de données ou d'autres renseignements stockés sur tout média ou toute pièce des produits réparés. SI PENDANT LA RÉPARATION DU PRODUIT LE CONTENU DU DISQUE DUR EST ALTÉRÉ, SUPPRIMÉ, OU MODIFIÉ DE QUELQUE FAÇON QUE CE SOIT, ACER N'EST PAS RESPONSABLE DES PERTES DE VOS DONNÉES QUI POURRAIENT SE PRODUIRE. VOTRE PRODUIT VOUS SERA RETOURNÉ CONFIGURÉ À LA CONFIGURATION ORIGINALE D'USINE (SELON LA DISPONIBILITÉ DU LOGICIEL).

7. Garanties implicites. SAUF DANS LA MESURE INTERDITE PAR LA LOI EN VIGUEUR, TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON EST LIMITÉE À LA DURÉE DE CETTE GARANTIE.

Acheteurs commerciaux : Acer étend la garantie limitée ci-dessus aux acheteurs de produits à usage industriel, commercial et professionnel aux mêmes termes et conditions et exclusions applicables aux acheteurs consommateurs. **TOUTEFOIS, DANS LE CADRE DES ACHETEURS COMMERCIAUX, TOUTE GARANTIE IMPLICITE, Y COMPRIS LES GARANTIES IMPLICITES DE QUALITÉ MARCHANDE, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON, EST EXCLUE ET REJETÉE.**

8. Limitation de responsabilité. ACER NE SERA PAS RESPONSABLE DES DOMMAGES DIRECTS OU INDIRECTS DÉCOULANT DE LA RUPTURE DE TOUTE GARANTIE EXPRESSE OU IMPLICITE. LA RESPONSABILITÉ MAXIMALE D'ACER EST LIMITÉE AU PRIX D'ACHAT QUE VOUS AVEZ PAYÉ POUR LES PRODUITS OU SERVICES AUGMENTÉ DES INTÉRÊTS AUTORISÉS PAR LA LOI. ACER NE VOUS EST REDEVABLE EN AUCUNE FAÇON DES ÉVÉNEMENTS HORS DU CONTRÔLE D'ACER, COMME LES CALAMITÉS NATURELLES, VIRUS, DOMMAGES AUX BIENS, PERTE D'UTILISATION, INTERRUPTION DES AFFAIRES COMMERCIALES, PERTE DE BÉNÉFICES, PERTE DE DONNÉES OU AUTRES DOMMAGES INDIRECTS, PUNITIFS OU SPÉCIAUX, QUELLE QU'EN SOIT LA CAUSE, QUE CE SOIT POUR RUPTURE DE GARANTIE, DE CONTRAT, DE DÉLIT (INCLUANT LA NÉGLIGENCE), DE RESPONSABILITÉ ABSOLUE OU AUTRE.

Certains états ou juridictions n'autorisent pas l'exclusion ou la limitation de responsabilité en cas de dommages directs ou indirects, ou autorisent des limitations concernant la durée des garanties implicites. Il est donc possible que les limitations ci-dessus ne s'appliquent pas à votre situation. Cet Accord vous donne des droits légaux spécifiques et vous pouvez avoir d'autres droits qui varient d'un État à l'autre, d'une juridiction à l'autre ou d'une province à l'autre.

9. Arbitrage exécutoire. [LES DISPOSITIONS D'ARBITRAGE EXÉCUTOIRE NE S'APPLIQUENT PAS AUX CONSOMMATEURS DU QUÉBEC] CET ACCORD STIPULE QUE TOUT LITIGE SURVENANT ENTRE VOUS ET ACER SERA RÉSOLU PAR ARBITRAGE OBLIGATOIRE ET EXÉCUTOIRE DANS LES LIMITES AUTORISÉES PAR LA LOI. VOUS-MÊME ET ACER RENONCEZ DONC À VOTRE DROIT D'ALLER AU TRIBUNAL POUR AFFIRMER OU DÉFENDRE VOS DROITS EN VERTU DU PRÉSENT ACCORD (SAUF POUR LES QUESTIONS QUI PEUVENT ÊTRE PRÉSENTÉES À LA COUR DES PETITES CRÉANCES TELLES QUE DÉCRITES CI-DESSOUS À LA SECTION 9).

Dans les limites autorisées par la loi, et sauf disposition contraire stipulée ci-dessous, vous et Acer acceptez que tout différend (aux termes de la définition ci-dessous à la Section 9) entre



vous et Acer soit résolu exclusivement et définitivement par arbitrage exécutoire administré par l'American Arbitration Association (AAA) et mené en conformité avec les procédures supplémentaires de l'AAA en ce qui concerne les litiges liés aux consommateurs du Règlement d'arbitrage commercial et du Protocole de processus de consommation raisonnable. **VOS DROITS SERONT PAR CONSÉQUENT DÉTERMINÉS PAR UN ARBITRE NEUTRE ET NON UN JUGE OU UN JURY.** Vous et Acer conviendrez d'un autre forum d'arbitrage, et d'autres procédures en vertu desquelles l'arbitrage sera réalisé, si AAA cesse ses activités.

L'arbitrage sera mené devant un seul arbitre et sera limité uniquement au différend entre vous et Acer. L'arbitrage est un processus par lequel un litige est soumis à un arbitre, pour une décision définitive et exécutoire, connue comme le jugement arbitral. L'arbitre est un particulier, semblable à un juge, qui examine et pèse les preuves fournies par les deux parties et rend une sentence exécutoire devant les tribunaux. Les décisions d'arbitre sont exécutoires comme toute ordonnance du tribunal et ne sont soumises qu'À UNE RÉVISION TRÈS LIMITÉE PAR UN TRIBUNAL. **VOUS RECONNAISSEZ QUE, PAR VOIE DE CET ACCORD, VOUS ET ACER RENONCEZ À TOUT DROIT À UN PROCÈS DEVANT JURY.**

L'arbitrage, ou toute partie de ce dernier, ne sera unifié à aucun autre arbitrage et ne pourra faire l'objet d'un recours collectif ou individuel. L'arbitrage doit avoir lieu à n'importe quel endroit raisonnable à proximité de votre résidence par soumission de documents, par téléphone, en ligne ou en personne, selon la méthode de présentation que vous choisirez.

En vertu des Procédures supplémentaires d'AAA dans le cadre de litiges relatifs aux consommateurs et le Protocole de processus de consommation raisonnable, vous conservez le droit de demander réparation devant un tribunal des petites créances pour les litiges relevant de la compétence de la cour des petites créances. Toute ou partie de l'action menée devant la cour des petites créances ne sera unifiée à aucun autre arbitrage et ne pourra faire l'objet d'un recours collectif ou individuel.

Si vous obtenez gain de cause lors de l'arbitrage d'un différend avec Acer, Acer vous remboursera les frais que vous avez payés à AAA dans le cadre de l'arbitrage. **TOUTE DÉCISION RENDUE DANS UNE TELLE PROCÉDURE D'ARBITRAGE SERA FINALE ET LIERA LES PARTIES, ET LE JUGEMENT PEUT ÊTRE INSCRIT DANS N'IMPORTE QUELLE COUR DE JURIDICTION COMPÉTENTE.**

VOUS COMPRENEZ QUE, EN L'ABSENCE DE CETTE DISPOSITION, VOUS AURIEZ EU LE DROIT DE PLAIDER LES DIFFÉRENDS DEVANT UN TRIBUNAL, Y COMPRIS LE DROIT, LE CAS ÉCHÉANT ET EN FONCTION DE LA RÉGLEMENTATION DE VOTRE JURIDICTION, DE PLAIDER DES RÉCLAMATIONS SUR LA BASE D'UN RECOURS COLLECTIF OU INDIVIDUEL, ET QUE VOUS AVEZ EXPRESSÉMENT ET SCIEMMENT RENONCÉ À CES DROITS ET CONVENU DE RÉSOUDRE TOUT DIFFÉREND CONFORMÉMENT AUX DISPOSITIONS DE CETTE SECTION. Si cette disposition spécifique est jugée inapplicable, alors l'intégralité de cette clause d'arbitrage est nulle et non avenue.

Cette disposition sera régie par la Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* Aux fins du présent Accord, le terme « différend » signifie tout différend, litige ou réclamation découlant de ou lié à (i) le présent Accord, son interprétation, ou violation, expiration, applicabilité ou validité, (ii) la commande relative à, l'achat, la livraison, la réception ou l'utilisation de tout produit ou service délivré par Acer, ou (iii) tout autre différend résultant de ou lié à la relation entre vous et Acer,



ses sociétés mères, filiales, sociétés affiliées, administrateurs, dirigeants, salariés, bénéficiaires, ses agents, ayants droit, fournisseurs de composants (matériaux et logiciels), ou tout tiers qui fournit des produits ou des services achetés auprès d'Acer ou distribués par Acer. Le terme « vous » désigne l'acheteur d'origine et ceux qui sont en lien avec l'acheteur d'origine, comme les membres de la famille ou les bénéficiaires.

Il est possible d'obtenir de plus amples renseignements auprès de AAA en ligne : www.adr.org, en appelant le 800-778-7879, ou en écrivant à American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

10. Réparations lorsque la garantie est expirée. Tous les services qui vous sont fournis par Acer et qui ne sont pas couverts par la garantie limitée du produit ou qui ne sont pas couverts par un plan d'entretien prolongé sont régis par le présent Accord et sont par ailleurs soumis aux termes des procédures de service hors garantie d'Acer et tout ordre de service applicable. Pendant une période de quatre-vingt-dix (90) jours après que les services aient été fournis, Acer garantit que les services fournis par elle ont été effectués de manière professionnelle et selon les règles de l'art. Si votre problème persiste au cours de la période de garantie de service de 90 jours, Acer va, à sa discrétion, (i) réexécuter les services, (ii) procéder au remplacement du Produit conformément aux termes du présent Accord, (iii) vous permettre de retourner le produit et émettre un remboursement aux termes du présent Accord, (iv) effectuer le remboursement du montant que vous avez payé pour les services. Si vous avez acheté un plan d'entretien prolongé d'Acer ou d'un tiers, veuillez consulter le plan d'entretien prolongé pour connaître sa couverture, la durée et les conditions de service.

11. Général. Acer et ses filiales et sociétés affiliées sont les bénéficiaires visés du présent Accord. Toute incohérence entre cet Accord et tout autre contrat inclus ou afférent à des produits ou services achetés auprès d'Acer, autre qu'un plan d'entretien prolongé, est régie par le présent Accord. Cet Accord ne peut être modifié, altéré ou amendé sans l'accord écrit d'Acer qui stipule expressément que l'écrit vise à modifier, altérer ou amender le présent Accord. Les termes ajoutés ou modifiés seront nuls et nonavenus, sauf accord exprès écrit d'Acer. Dans l'éventualité où toute clause de cet Accord est jugée illégale ou non applicable, la validité, la légalité et l'applicabilité des portions restantes de cet Accord ne seront pas affectées ni conséquemment altérées. **[L'exclusivité de la disposition suivante ne s'applique pas aux consommateurs du Québec] LE PRÉSENT ACCORD AINSI QUE TOUTE VENTE EN VERTU DE CET ACCORD SONT RÉGIS PAR LES LOIS DE L'ÉTAT DU TEXAS, SANS ÉGARD AUX PRINCIPES RÉGISSANT LES CONFLITS DE LOIS.**

12. Avis de confidentialité. Vous pouvez consulter la Politique de confidentialité d'Acer sur notre site Web, situé à <http://www.acerpanam.com>. Acer conservera et utilisera vos renseignements client conformément à sa Politique de confidentialité.

13. Pour les résidents du Canada : Cet Accord est soumis aux dispositions applicables des lois canadiennes sur la protection du consommateur, lesquelles ne peuvent être dérogees par convention privée ou qui peuvent interdire l'application de toute disposition ou stipulation incluses aux présentes. Dans la mesure où toute stipulation ou disposition est ainsi interdite, elle : i) ne doit être interprétée comme ayant été omise de cet Accord, (ii) n'affecte pas la légalité, la validité ou l'applicabilité de cette disposition dans toute autre juridiction, et (iii) les autres clauses et dispositions du présent Accord resteront en vigueur et de plein effet. Sans limiter la généralité de ce qui précède et nonobstant toute disposition contraire contenue aux présentes, la



renonciation énoncée à la Section 9 de la présente garantie ne s'applique pas aux résidents du Québec, de la Colombie-Britannique et de l'Ontario, et vous conservez le droit de plaider les litiges devant un tribunal, y compris le droit, sous réserve des règles de votre juridiction, de plaider les réclamations sur la base d'une action individuelle.

14. Soutien international : Vous devez respecter toutes les lois sur l'exportation et les règlements applicables si vous exportez le produit à partir des États-Unis ou du Canada. Acer n'accepte pas le retour d'un produit acheté auprès d'un revendeur. Les clients en dehors des États-Unis sont responsables de payer tous les frais de fret et de courtage engagés dans l'expédition, l'importation ou l'exportation et la réception des produits et des pièces de remplacement et l'organisation et le paiement des frais d'expédition des pièces défectueuses retournées à Acer. Tous les clients internationaux sont responsables de tous les droits de douane, TVA, TPS et autres taxes et coûts associés.

Veuillez envoyer votre correspondance concernant le présent Accord à :

**Acer Customer Service
P.O. Box 6137
Temple, TX 76503**

Les renseignements courants sur les politiques de soutien technique et de garantie, les numéros de téléphone et les renseignements sur un autre service sont disponibles sur nos sites Web indiqués sur le tableau de référence de garantie.



ACER LIMITED WARRANTY AGREEMENT

Warranty Length/Type	3 Year Limited: Parts & Labor, Mail In or Carry In
Hardware Technical Support	3 Year
Software Support	90 days
Service Website	http://www.acersupport.com
Service Phone Number	866-695-2237 (United States) 866-706-2237 (Canada)

**[Binding Arbitration provisions are not applicable to Quebec consumers]
THIS AGREEMENT CONTAINS A MANDATORY AND BINDING ARBITRATION PROVISION
IN WHICH YOU AND ACER AGREE TO RESOLVE ANY DISPUTES BETWEEN YOU AND
ACER BY BINDING ARBITRATION. PLEASE SEE SECTION 9 BELOW.**

This Agreement ("Agreement") is between the original purchaser ("You") and Acer America Corporation ("Acer") and applies to Acer branded products ("Products") and services purchased in the U.S. or Canada by You from Acer or any of its subsidiaries or affiliates or an Acer authorized reseller ("Reseller"). 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 purchased 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 is not warranted and will vary depending on Product configuration and usage including, but not limited to Product model, applications running, power management settings, and Product features. The Limited Warranty Period commences on the date of purchase by You. Your original purchase invoice (sales receipt) showing the date of purchase of the Product is your proof of the date of purchase.

1. 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; or (iii) refund the amount You paid for the Product, LESS DEPRECIATION, upon its return. Replacement parts and Products will be new or serviceably used, comparable in function and performance to the original part or Product and warranted for the remainder of the original warranty period or, if longer, 90 days after they are shipped to You.



2. Hardware Technical Support. During the Limited Warranty Period, Acer will provide Product technical support. After the expiration of the Limited Warranty Period, hardware technical support is available for a fee. The fee will be charged to your credit card when You call technical support. Please note that when contacting Acer via telephone, long distance and other charges may apply, depending upon your calling area. The scope of technical support consists of helping You diagnose and resolve problems with defects in Products covered by this Agreement, and reinstalling the factory-installed operating system and software to restore it to the original factory configuration. Acer may provide technical support via on-line, telephone and other methods. Acer may change the means through which it provides technical support at any time without notice to You.

3. 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.

4. Limitations and Exclusions.

THIS LIMITED WARRANTY DOES NOT COVER AND ACER IS NOT RESPONSIBLE FOR:

- DELIVERY OR INSTALLATION, OR LABOR CHARGES FOR INSTALLATION OR SETUP OF THE PRODUCT, ADJUSTMENT OF CUSTOMER CONTROLS ON THE PRODUCT, AND 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 SERVICING NOT AUTHORIZED BY ACER;
- 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 WITHOUT THE WRITTEN PERMISSION OF ACER;
- DAMAGES CAUSED BY THE COMBINATION OF ACER BRANDED PRODUCTS WITH OTHER NON-ACER BRANDED PRODUCTS, ACCESSORIES, PARTS OR COMPONENTS (INCLUDING SIMS CARDS OR MEMORY CARDS) OR USE OF PRODUCTS, EQUIPMENT, SYSTEMS, UTILITIES, SERVICES, PARTS, SUPPLIES, ACCESSORIES, APPLICATIONS, INSTALLATIONS, REPAIRS, EXTERNAL WIRING OR CONNECTORS NOT SUPPLIED OR AUTHORIZED BY ACER 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;

- UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT;
- SOFTWARE, INCLUDING THE OPERATING SYSTEM AND SOFTWARE ADDED TO YOUR PRODUCT THROUGH OUR FACTORY-INTEGRATION SYSTEM, THIRD-PARTY SOFTWARE, OR THE RELOADING OF SOFTWARE;
- 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;
- PRODUCTS WHERE THE ACER SERIAL NUMBER IS MISSING, ALTERED OR DEFACED;
- EXTERNAL SPEAKERS, KEYBOARDS AND MICE;
- WIRELESS DATA SERVICES PROVIDED BY THIRD PARTY PROVIDERS;
- DAMAGE CAUSED AS A RESULT OF IMPROPER TRANSPORTATION OR PACKING/PACKAGING WHEN RETURNING THE PRODUCT TO ACER OR AN ACER AUTHORIZED SERVICE PROVIDER;
- 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.

5. Registration. Registration of your Product helps Acer better serve You. Acer encourages You to register your Product within thirty (30) days of the original purchase in order to receive prompt service and support coverage should You need it. To register go to <http://www.acersupport.com> and choose "Register Your System." In accordance with applicable law, Acer may require that You furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

6. Instructions for Obtaining Warranty Service. For specific instructions on how to obtain warranty service for your Product, please refer to the Warranty Reference Table contained in this booklet and go to <http://www.acersupport.com>

To obtain warranty service:

- You must assist Acer in diagnosing issues with your Product and follow Acer's warranty processes.
- You must obtain warranty service from Acer or an Acer Authorized Service Center. Acer will not reimburse You for service performed by others.
- If Acer decides that You need a replacement part(s) or replacement Product, Acer may require a credit card authorization or other security to receive replacement part(s) or Product and may require You to pay the cost of shipping the replacement part(s) or Product to You



and the cost of returning the defective part or Product to Acer. Acer will then authorize shipment of the required part(s) or Product to You.

- You may be required to deliver and retrieve your Product to and from Acer or an Acer Authorized Service Center at your expense. When sending a Product to Acer or the Acer Authorized Service Center, You must deliver the Product, freight prepaid, in either its original packaging or packaging affording an equal degree of protection. You are responsible for properly packaging your Product, paying all shipping costs, insurance costs, loss or damage to the Product during shipping, and any other taxes, fees, duties or charges associated with transporting the Product to Acer or an Acer Authorized Service Center. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR ACER PRODUCT DURING SHIPMENT TO ACER OR AN ACER AUTHORIZED SERVICE CENTER.**
- Before providing your Product to Acer or an Acer Authorized Service Center for service, remove any confidential, proprietary or personal information, and removable media, such as disks, CDs, or PC Cards.
- If Acer asks You to return defective parts or Products, You must do so within 15 days after You receive the replacement parts or Products. If You fail to return the replacement part(s) or Product as instructed, Acer will charge the credit card for the authorized amount. All exchanged parts and Products replaced under this Agreement will become the property of Acer.

IT IS YOUR RESPONSIBILITY TO BACK UP THE CONTENTS OF YOUR HARD DRIVE BEFORE SERVICES ARE PERFORMED AND REMOVE ANY DATA FROM PARTS OR PRODUCTS RETURNED TO ACER OR AN ACER AUTHORIZED SERVICE CENTER, INCLUDING ANY DATA YOU HAVE STORED OR SOFTWARE YOU HAVE INSTALLED ON THE HARD DRIVE. It is possible that the contents of your hard drive will be lost or reformatted in the course of service and Acer will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product serviced. IF DURING THE REPAIR OF THE PRODUCT THE CONTENTS OF THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, ACER IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA WHATSOEVER. YOUR PRODUCT WILL BE RETURNED TO YOU CONFIGURED TO THE ORIGINAL FACTORY CONFIGURATION (SUBJECT TO AVAILABILITY OF SOFTWARE).

7. Implied Warranties. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Commercial Purchasers: Acer extends the above limited warranty to purchasers of Products for industrial, commercial and business use upon the same terms and conditions and exclusions applicable to consumer purchasers. **HOWEVER, WITH RESPECT TO COMMERCIAL PURCHASERS, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE EXCLUDED AND DISCLAIMED.**

8. Limitation of Liability. ACER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. ACER'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST ALLOWED BY LAW. ACER IS NOT LIABLE TO



YOU FOR EVENTS BEYOND ACER'S CONTROL , SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, 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.

9. Binding Arbitration. [BINDING ARBITRATION PROVISIONS ARE NOT APPLICABLE TO QUEBEC CONSUMERS] THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ACER WILL BE RESOLVED BY MANDATORY AND BINDING ARBITRATION TO THE FULLEST EXTENT PROVIDED BY LAW. YOU AND ACER THEREFORE GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT AS FURTHER SET FORTH BELOW IN THIS SECTION 9).

To the fullest extent provided by law, and except as otherwise provided below, You and Acer agree that any Dispute (as further defined below in this Section 9) between You and Acer will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules and the Consumer Due Process Protocol. **YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.** You and Acer will agree on another arbitration forum, as well as procedures under which the arbitration will be conducted, if AAA ceases operations.

The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Acer. Arbitration is a process whereby a dispute is submitted to an arbitrator, for a final and binding determination, known as the award. The arbitrator is an individual, similar to a judge, who reviews and weighs evidence provided by both parties, and renders an award enforceable in court. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. **YOU ACKNOWLEDGE THAT, BY WAY OF THIS AGREEMENT, YOU AND ACER WAIVE ALL RIGHTS TO A JURY TRIAL.**

The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class-action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person, whichever method of presentation You choose.

Under the AAA Supplementary Procedures for Consumer-Related Dispute and Consumer Due Process Protocol, You retain the right to seek relief in a small claims court for Disputes within the scope of the small claims court's jurisdiction. The small claims action, or any portion of it, will not be consolidated with any other action and will not be conducted on a class-wide or class-action basis.



If You prevail in the arbitration of any Dispute with Acer, Acer will reimburse You for any fees You paid to AAA in connection with the arbitration. **ANY DECISION RENDERED IN SUCH ARBITRATION PROCEEDINGS WILL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.**

YOU UNDERSTAND THAT, IN THE ABSENCE OF THIS PROVISION, YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, INCLUDING THE RIGHT, IF ANY, AND SUBJECT TO THE RULES OF YOUR JURISDICTION, TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS-ACTION BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

This provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this Agreement, the term “Dispute” means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof; (ii) the related order for, purchase, delivery, receipt or use of any product or service from Acer; or (iii) any other dispute arising out of or relating to the relationship between You and Acer, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/ or any third party who provides products or services purchased from or distributed by Acer. The term “You” means the original purchaser and those in privity with the original purchaser, such as family members or beneficiaries.

Further information may be obtained from the AAA on line at www.adr.org, by calling 800-778-7879, or writing to American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

10. Out of Warranty Repairs. Any services provided to You by Acer that are not within the scope of the Product Limited Warranty or that are not covered by an extended service plan are governed by this Agreement and are otherwise subject to the terms of the Acer out-of-warranty service procedures and any applicable service order. For a period of ninety (90) days after services are performed, Acer warrants that services provided by it were performed in a professional and workmanlike manner. If your problem recurs within the 90-day service warranty period, Acer will, at its option, (i) re-perform the services, (ii) replace the Product pursuant to the terms of this Agreement, (iii) permit You to return the Product and issue a refund pursuant to the terms of this Agreement, (iv) refund the amount You paid for the services. If You purchased an extended service plan from Acer or from a third party, please refer to the extended service plan for its coverage, duration and terms of service.

11. General. Acer and its subsidiaries and affiliates are intended beneficiaries of this Agreement. Any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Acer, other than an extended service plan, shall be governed by this Agreement. 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. **[The exclusivity**



of the following provision is not applicable to Quebec consumers] **THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

12. Privacy Notice. You can review Acer's Privacy Policy on our web site, located at <http://www.acerpanam.com>. Acer will maintain and use your customer information in accordance with its Privacy Policy.

13. 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 the waiver set out in Section 9 of this warranty does not apply and You retain the right to litigate disputes before a court, including the right, subject to the rules of your jurisdiction, to litigate claims on a class-action basis.

14. International Support: You must comply with all applicable export laws and regulations if You export the product from the United States or Canada. Acer does not accept for return any products purchased from a reseller. Customers outside the United States are responsible for paying all freight and brokerage charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to Acer. All international customers are responsible for all customs duties, VAT, GST and other associated taxes and charges.

Please send correspondence about this Agreement to:

**Acer Customer Service
P.O. Box 6137
Temple, TX 76503**

Current information on technical support and warranty policies, phone numbers and other service information is available on our web sites listed on the Warranty Reference Table.



ACCORD DE GARANTIE LIMITÉE ACER

Durée/type de garantie	Limitée 3 an : pièces et main-d'œuvre, service par la poste ou en atelier
Soutien matériel informatique	3 an
Soutien logiciel	90 jours
Site Web du service	<u>http://www.acersupport.com</u>
Numéros de téléphone du service	866-695-2237 (États-Unis) 866-706-2237 (Canada)

[Les dispositions d'arbitrage exécutoire ne s'appliquent pas aux consommateurs du Québec]

CET ACCORD CONTIENT UNE DISPOSITION D'ARBITRAGE OBLIGATOIRE ET EXÉCUTOIRE PAR LAQUELLE ACER ET VOUS-MÊME ACCEPTEZ DE RÉSOUDRE TOUT LITIGE SURVENANT ENTRE VOUS ET ACER PAR ARBITRAGE EXÉCUTOIRE. VEUILLEZ CONSULTER LA SECTION 9 CI-DESSOUS.

Le présent accord (« Accord ») est conclu entre l'acheteur original (« vous ») et Acer America Corporation (« Acer ») et s'applique aux produits de la marque Acer (« Produits ») et aux services achetés aux États-Unis ou au Canada par vous auprès d'Acer ou d'une de ses filiales ou sociétés affiliées ou d'un revendeur agréé Acer (« Revendeur »). Cette garantie limitée est valable uniquement aux États-Unis et au Canada. Cette garantie limitée s'adresse à vous, l'acheteur original et n'est pas transférable à une personne qui ultérieurement achète, loue ou obtient d'une quelconque façon le produit auprès de vous. Cette garantie limitée ne couvre pas les logiciels ou des produits autres que ceux de marque Acer (par exemple, imprimantes, scanners, etc.).

La durée de cette garantie limitée (la « Période de garantie limitée ») est identifiée dans le tableau de référence fourni avec cet Accord (« Tableau de référence de garantie ») et s'applique à tous les produits à l'exception des lampes achetées avec des projecteurs. Si vous avez acheté un projecteur, la lampe est garantie pendant une période de quatre-vingt-dix (90) jours. Si vous avez acheté un produit qui comprend une batterie rechargeable, Acer garantit que la batterie sera exempte de défauts de matériaux et de fabrication pendant la plus courte de (a) la période indiquée dans le tableau de référence de garantie ou (b) un (1) an à partir de la date d'achat du produit qui fonctionne au moyen de la batterie. Comme avec toutes les batteries, la capacité maximale de la batterie incluse dans le produit va diminuer avec le temps ou l'utilisation. La garantie de la batterie ne couvre pas les changements de capacité de la batterie. Votre batterie est uniquement garantie contre des défauts de matériaux ou de fabrication entraînant une défaillance. L'autonomie de la batterie n'est pas garantie et peut varier selon la configuration et l'utilisation des produits, y compris, mais sans s'y limiter, au modèle du produit, aux applications utilisées, aux paramètres de gestion de puissance et aux fonctionnalités du produit. La période de garantie limitée commence à la date d'achat à laquelle vous avez acheté le produit. Votre facture d'achat originale (facture) indiquant la date d'achat du produit constitue votre preuve de la date d'achat.



1. Garantie limitée du produit. Acer garantit que ses produits seront exempts de défauts de matériaux et de fabrication pendant la période de garantie limitée. Pendant la période de garantie limitée, Acer va, à son choix : (i) fournir les pièces de rechange nécessaires pour réparer le produit, (ii) réparer le produit ou le remplacer par un produit comparable, ou (iii) rembourser le montant que vous avez payé pour le produit, MOINS SA DÉPRÉCIATION, lorsqu'il est retourné. Les pièces de rechange et les produits seront neufs ou en bon état de fonctionnement, comparables en utilisation et en performance à la pièce d'origine ou au produit et ils seront garantis pour le reste de la période de garantie initiale ou, si supérieure, 90 jours après qu'ils vous soient expédiés.

2. Soutien technique du matériel. Pendant la période de garantie limitée, Acer fournira le soutien technique du produit. Après l'expiration de la période de garantie limitée, le soutien technique du matériel est disponible moyennant un supplément. Les frais seront débités de votre carte de crédit lorsque vous appelez le soutien technique. Veuillez noter que lorsque vous téléphonez à Acer, des frais de longue distance et autres peuvent s'appliquer, selon votre zone d'appel. La portée du soutien technique consiste à vous aider à diagnostiquer et résoudre les problèmes liés à des défauts dans les produits couverts par cet Accord, et la réinstallation du système d'exploitation et du logiciel installés en usine de façon à les restaurer à la configuration d'usine. Acer peut fournir un soutien technique via Internet, téléphone et d'autres méthodes. Acer pourrait changer le moyen par lequel il vous fournit un soutien technique à tout moment sans préavis.

3. Soutien logiciel pour les logiciels du système d'exploitation. Acer n'est pas le fabricant du logiciel ou du système d'exploitation et ne garantit pas que le logiciel ou les systèmes d'exploitation soient exempts d'erreurs, que ce soit isolément ou en combinaison avec le matériel. Pour votre produit, Acer aidera l'acheteur original avec (i) l'installation de tout logiciel du système d'exploitation acheté auprès d'Acer, (ii) la configuration du logiciel du système d'exploitation, (iii) l'installation du logiciel du système d'exploitation, et (iv) les problèmes de dépannage associés au logiciel du système d'exploitation.

4. Restrictions et exclusions.

CETTE GARANTIE LIMITÉE NE COUVRE PAS, ET ACER N'EST PAS RESPONSABLE POUR :

- LA LIVRAISON OU L'INSTALLATION, OU LES FRAIS DE MAIN-D'ŒUVRE POUR L'INSTALLATION OU LA CONFIGURATION DU PRODUIT, LE RÉGLAGE DES COMMANDES DU CLIENT SUR LE PRODUIT NI L'INSTALLATION OU LA RÉPARATION DES SYSTÈMES D'ANTENNE EXTERNES AU PRODUIT;
- LES DOMMAGES CAUSÉS PAR UNE MAUVAISE UTILISATION, UNE UTILISATION ABUSIVE, DES ACCIDENTS, INCENDIES, VOLS, DISPARITIONS, MAUVAISE POSITION, FLUCTUATIONS ET SURTENSIONS, RACCORDEMENT À UNE TENSION INAPPROPRIÉE OU UNE TENSION DE LIGNE ÉLECTRIQUE INCORRECTE, VIRUS, LOGICIEL MALVEILLANT, CONDUITE IMPRUDENTE, VOLONTAIRE OU INTENTIONNELLE;
- DOMMAGES CAUSÉS PAR DES SERVICES D'ENTRETIEN NON AUTORISÉS PAR ACER;
- DOMMAGES CAUSÉS PAR UNE UTILISATION QUI N'EST PAS CONFORME AUX INSTRUCTIONS DU PRODUIT OU AUX MANUELS DE L'UTILISATEUR, DÉFAUT DE



SUIVRE LES INSTRUCTIONS DU PRODUIT OU LES MANUELS DE L'UTILISATEUR OU POUR NE PAS PROCÉDER AU NETTOYAGE OU À L'ENTRETIEN PRÉVENTIF;

- DOMMAGE CAUSÉ PAR UN PRODUIT OU UNE PIÈCE QUI A ÉTÉ MODIFIÉ(E) POUR ALTÉRER LA FONCTIONNALITÉ OU LA CAPACITÉ SANS L'AUTORISATION ÉCRITE D'ACER;
- DOMMAGES CAUSÉS PAR LA COMBINAISON DE PRODUITS DE MARQUE ACER AVEC DES PRODUITS D'AUTRES MARQUES, DES ACCESSOIRES, DES PIÈCES OU COMPOSANTS (Y COMPRIS LES CARTES SIMS OU CARTES MÉMOIRE) OU L'UTILISATION DE PRODUITS, ÉQUIPEMENTS, SYSTÈMES, SERVICES PUBLICS, AUTRES SERVICES, PIÈCES, FOURNITURES, ACCESSOIRES, APPLICATIONS, INSTALLATIONS, RÉPARATIONS, CÂBLAGE EXTERNE OU CONNECTEURS NON FOURNIS, NI AUTORISÉS PAR ACER QUI ENDOMMAGENT CE PRODUIT OU PROVOQUENT DES PROBLÈMES DE SERVICE;
- PROBLÈMES DE SIGNAL, PROBLÈMES DE RÉCEPTION ET DE DISTORSION LIÉS À LA TRANSMISSION DU BRUIT, DE L'ÉCHO, D'INTERFÉRENCE OU DE TOUTE AUTRE TRANSMISSION DE SIGNAL ET DE PROBLÈMES DE PRESTATION;
- RÉSULTATS D'UNE UTILISATION NORMALE, COMME LA DÉGRADATION PROGRESSIVE DE L'IMAGE, LE VIEILLISSEMENT INÉGAL DE L'ÉCRAN, DES IMAGES RÉMANENTES ET UNE INSUFFISANCE DE PIXELS DANS LES SPÉCIFICATIONS DÉSIGNÉES OU QUI NE MODIFIENT PAS MATÉRIELLEMENT LA FONCTIONNALITÉ DES PRODUITS;
- UTILISATION DU PRODUIT SANS INTERRUPTION OU SANS ERREUR;
- LOGICIEL, NOTAMMENT LE SYSTÈME D'EXPLOITATION ET LE LOGICIEL AJOUTÉS À VOTRE PRODUIT PAR LE BIAIS DE NOTRE SYSTÈME D'INTÉGRATION EN USINE, LOGICIEL TIERS OU LE RECHARGEMENT DU LOGICIEL;
- TOUT ÉQUIPEMENT OU COMPOSANTE QUI N'ÉTAIT PAS INCLUS DANS VOTRE PRODUIT DANS L'ÉTAT DANS LEQUEL IL VOUS A ÉTÉ VENDU;
- PERTES DE DONNÉES;
- USURE NORMALE;
- IMPERFECTIONS MINEURES QUI RÉPONDENT AUX SPÉCIFICATIONS DE CONCEPTION;
- DOMMAGE D'ORDRE ESTHÉTIQUE OU FINITION EXTÉRIEURE QUI N'AFPECTE PAS LA FONCTIONNALITÉ, CE QUI COMPREND NON EXCLUSIVEMENT LES ÉCRANS RAYÉS OU FÊLÉS;
- LES PRODUITS POUR LESQUELS LE NUMÉRO DE SÉRIE D'ACER EST MANQUANT, ALTÉRÉ OU DÉTRUIT;
- HAUT-PARLEURS EXTERNES, CLAVIERS ET SOURIS;
- SERVICES DE DONNÉES SANS FIL FOURNIS PAR DES FOURNISSEURS TIERS;
- DOMMAGES CAUSÉS PAR SUITE D'UN TRANSPORT OU D'UN EMBALLAGE INADAPTÉ LORS DU RETOUR DU PRODUIT CHEZ ACER OU CHEZ UN PRESTATAIRE DE SERVICE AUTORISÉ ACER;
- UN PRODUIT QUI NÉCESSITE UNE MODIFICATION OU UNE ADAPTATION POUR POUVOIR FONCTIONNER DANS UN PAYS AUTRE QUE CELUI POUR LEQUEL IL A ÉTÉ CONÇU, FABRIQUÉ, APPROUVÉ ET/OU AUTORISÉ OU UNE RÉPARATION DES PRODUITS ENDOMMAGÉS PAR CES MODIFICATIONS.



TOUTE GARANTIE APPLICABLE AU LOGICIEL, Y COMPRIS AUX SYSTÈMES D'EXPLOITATION OU AUX PRODUITS D'UNE MARQUE AUTRE QU'ACER EST FOURNIE PAR LE FABRICANT D'ORIGINE.

5. Enregistrement. L'enregistrement de votre produit permet à Acer de mieux vous servir. Acer vous encourage à enregistrer votre produit dans les trente (30) jours suivant l'achat initial afin de recevoir un service rapide et une couverture d'assistance en cas de besoin. Pour l'enregistrement, allez sur <http://www.acersupport.com> et choisissez « Enregistrer votre système ». Conformément à la loi applicable, Acer pourrait vous demander de fournir une preuve d'achat ou d'observer les exigences d'enregistrement avant de recevoir un service de garantie.

6. Instructions pour obtenir des services de garantie. Pour des instructions précises sur la façon d'obtenir un service de garantie pour votre produit, veuillez consulter le tableau de référence de garantie contenu dans ce livret et allez à : <http://www.acersupport.com>

Comment obtenir le service en vertu de la garantie :

- Vous devez aider Acer à diagnostiquer les problèmes rencontrés avec votre produit et suivre la procédure de garantie d'Acer.
- Vous devez obtenir un service de garantie auprès d'Acer ou d'un centre de service agréé par Acer. Acer ne vous remboursera pas les services fournis par d'autres.
- Si Acer décide que vous avez besoin de pièces de remplacement ou d'un produit de remplacement, Acer peut exiger une autorisation de carte de crédit ou toute autre garantie de recevoir les pièces de remplacement ou le produit de remplacement et peut vous obliger à payer les frais de livraison des pièces de remplacement ou du produit de remplacement et les frais de retour de la pièce défectueuse ou du produit à Acer. Acer autorisera ensuite l'expédition des pièces requises ou de votre produit.
- Il peut vous être demandé de livrer votre produit à Acer ou à un centre de service agréé par Acer et de récupérer votre produit d'Acer ou de l'un de ses centres de service agréé, et ce, à vos frais. Lorsque vous envoyez un produit à Acer ou à un centre de service agréé par Acer, vous devez envoyer le produit, fret payé d'avance, soit dans son emballage d'origine dans ou un emballage offrant un niveau de protection équivalent. Vous êtes responsable de bien emballer votre produit, en payant tous les frais d'expédition, les frais d'assurance, les frais liés à une perte ou à des dommages au produit pendant l'expédition, et tout autre droit, taxe, redevance ou frais associés au transport du produit à Acer ou à un centre de service agréé par Acer. **VOUS ÊTES RESPONSABLE DE TOUT DOMMAGE FAIT À VOTRE PRODUIT ACER PENDANT L'EXPÉDITION À ACER OU À UN CENTRE DE SERVICE AGRÉÉ PAR ACER.**
- Avant de donner votre produit à Acer ou à un centre de service agréé par Acer pour service, enlevez toute information confidentielle, exclusive ou personnelle, et les supports amovibles, tels que les disques, CD ou cartes PC.
- Si Acer vous demande de retourner les pièces ou produits défectueux, vous devez le faire dans les 15 jours suivant la réception des pièces ou produits de rechange. Si vous ne retournez pas les pièces de rechange ou le produit selon les instructions, Acer imputera le montant autorisé à votre carte de crédit. Toutes les pièces échangées et tous les produits remplacés en vertu du présent Accord deviendront la propriété d'Acer.

IL EST DE VOTRE RESPONSABILITÉ DE SAUVEGARDER LE CONTENU DE VOTRE DISQUE DUR AVANT L'EXÉCUTION DES SERVICES ET DE SUPPRIMER TOUTES LES DONNÉES



DES PIÈCES OU PRODUITS RETOURNÉS À ACER OU À UN CENTRE DE SERVICE AGRÉÉ PAR ACER, NOTAMMENT LES DONNÉES QUE VOUS AVEZ SAUVEGARDÉES OU LES LOGICIELS QUE VOUS AVEZ INSTALLÉS SUR LE DISQUE DUR. Il est possible que le contenu de votre disque dur soit perdu ou reformaté dans le cadre de la réparation et Acer ne sera responsable d'aucun dommage ou perte de programmes, de données ou d'autres renseignements stockés sur tout média ou toute pièce des produits réparés. SI PENDANT LA RÉPARATION DU PRODUIT LE CONTENU DU DISQUE DUR EST ALTÉRÉ, SUPPRIMÉ, OU MODIFIÉ DE QUELQUE FAÇON QUE CE SOIT, ACER N'EST PAS RESPONSABLE DES PERTES DE VOS DONNÉES QUI POURRAIENT SE PRODUIRE. VOTRE PRODUIT VOUS SERA RETOURNÉ CONFIGURÉ À LA CONFIGURATION ORIGINALE D'USINE (SELON LA DISPONIBILITÉ DU LOGICIEL).

7. Garanties implicites. SAUF DANS LA MESURE INTERDITE PAR LA LOI EN VIGUEUR, TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON EST LIMITÉE À LA DURÉE DE CETTE GARANTIE.

Acheteurs commerciaux : Acer étend la garantie limitée ci-dessus aux acheteurs de produits à usage industriel, commercial et professionnel aux mêmes termes et conditions et exclusions applicables aux acheteurs consommateurs. **TOUTEFOIS, DANS LE CADRE DES ACHETEURS COMMERCIAUX, TOUTE GARANTIE IMPLICITE, Y COMPRIS LES GARANTIES IMPLICITES DE QUALITÉ MARCHANDE, D'ADÉQUATION À UN USAGE PARTICULIER ET D'ABSENCE DE CONTREFAÇON, EST EXCLUE ET REJETÉE.**

8. Limitation de responsabilité. ACER NE SERA PAS RESPONSABLE DES DOMMAGES DIRECTS OU INDIRECTS DÉCOULANT DE LA RUPTURE DE TOUTE GARANTIE EXPRESSE OU IMPLICITE. LA RESPONSABILITÉ MAXIMALE D'ACER EST LIMITÉE AU PRIX D'ACHAT QUE VOUS AVEZ PAYÉ POUR LES PRODUITS OU SERVICES AUGMENTÉ DES INTÉRÊTS AUTORISÉS PAR LA LOI. ACER NE VOUS EST REDEVABLE EN AUCUNE FAÇON DES ÉVÉNEMENTS HORS DU CONTRÔLE D'ACER, COMME LES CALAMITÉS NATURELLES, VIRUS, DOMMAGES AUX BIENS, PERTE D'UTILISATION, INTERRUPTION DES AFFAIRES COMMERCIALES, PERTE DE BÉNÉFICES, PERTE DE DONNÉES OU AUTRES DOMMAGES INDIRECTS, PUNITIFS OU SPÉCIAUX, QUELLE QU'EN SOIT LA CAUSE, QUE CE SOIT POUR RUPTURE DE GARANTIE, DE CONTRAT, DE DÉLIT (INCLUANT LA NÉGLIGENCE), DE RESPONSABILITÉ ABSOLUE OU AUTRE.

Certains états ou juridictions n'autorisent pas l'exclusion ou la limitation de responsabilité en cas de dommages directs ou indirects, ou autorisent des limitations concernant la durée des garanties implicites. Il est donc possible que les limitations ci-dessus ne s'appliquent pas à votre situation. Cet Accord vous donne des droits légaux spécifiques et vous pouvez avoir d'autres droits qui varient d'un État à l'autre, d'une juridiction à l'autre ou d'une province à l'autre.

9. Arbitrage exécutoire. [LES DISPOSITIONS D'ARBITRAGE EXÉCUTOIRE NE S'APPLIQUENT PAS AUX CONSOMMATEURS DU QUÉBEC] CET ACCORD STIPULE QUE TOUT LITIGE SURVENANT ENTRE VOUS ET ACER SERA RÉSOLU PAR ARBITRAGE OBLIGATOIRE ET EXÉCUTOIRE DANS LES LIMITES AUTORISÉES PAR LA LOI. VOUS-MÊME ET ACER RENONCEZ DONC À VOTRE DROIT D'ALLER AU TRIBUNAL POUR AFFIRMER OU DÉFENDRE VOS DROITS EN VERTU DU PRÉSENT ACCORD (SAUF POUR



LES QUESTIONS QUI PEUVENT ÊTRE PRÉSENTÉES À LA COUR DES PETITES CRÉANCES TELLES QUE DÉCRITES CI-DESSOUS À LA SECTION 9).

Dans les limites autorisées par la loi, et sauf disposition contraire stipulée ci-dessous, vous et Acer acceptez que tout différend (aux termes de la définition ci-dessous à la Section 9) entre vous et Acer soit résolu exclusivement et définitivement par arbitrage exécutoire administré par l'American Arbitration Association (AAA) et mené en conformité avec les procédures supplémentaires de l'AAA en ce qui concerne les litiges liés aux consommateurs du Règlement d'arbitrage commercial et du Protocole de processus de consommation raisonnable. **VOS DROITS SERONT PAR CONSÉQUENT DÉTERMINÉS PAR UN ARBITRE NEUTRE ET NON UN JUGE OU UN JURY.** Vous et Acer conviendrez d'un autre forum d'arbitrage, et d'autres procédures en vertu desquelles l'arbitrage sera réalisé, si AAA cesse ses activités.

L'arbitrage sera mené devant un seul arbitre et sera limité uniquement au différend entre vous et Acer. L'arbitrage est un processus par lequel un litige est soumis à un arbitre, pour une décision définitive et exécutoire, connue comme le jugement arbitral. L'arbitre est un particulier, semblable à un juge, qui examine et pèse les preuves fournies par les deux parties et rend une sentence exécutoire devant les tribunaux. Les décisions d'arbitre sont exécutoires comme toute ordonnance du tribunal et ne sont soumises qu'À UNE RÉVISION TRÈS LIMITÉE PAR UN TRIBUNAL. **VOUS RECONNAISSEZ QUE, PAR VOIE DE CET ACCORD, VOUS ET ACER RENONCEZ À TOUT DROIT À UN PROCÈS DEVANT JURY.**

L'arbitrage, ou toute partie de ce dernier, ne sera unifié à aucun autre arbitrage et ne pourra faire l'objet d'un recours collectif ou individuel. L'arbitrage doit avoir lieu à n'importe quel endroit raisonnable à proximité de votre résidence par soumission de documents, par téléphone, en ligne ou en personne, selon la méthode de présentation que vous choisissiez.

En vertu des Procédures supplémentaires d'AAA dans le cadre de litiges relatifs aux consommateurs et le Protocole de processus de consommation raisonnable, vous conservez le droit de demander réparation devant un tribunal des petites créances pour les litiges relevant de la compétence de la cour des petites créances. Toute ou partie de l'action menée devant la cour des petites créances ne sera unifiée à aucun autre arbitrage et ne pourra faire l'objet d'un recours collectif ou individuel.

Si vous obtenez gain de cause lors de l'arbitrage d'un différend avec Acer, Acer vous remboursera les frais que vous avez payés à AAA dans le cadre de l'arbitrage. **TOUTE DÉCISION RENDUE DANS UNE TELLE PROCÉDURE D'ARBITRAGE SERA FINALE ET LIERA LES PARTIES, ET LE JUGEMENT PEUT ÊTRE INSCRIT DANS N'IMPORTE QUELLE COUR DE JURIDICTION COMPÉTENTE.**

VOUS COMPRENEZ QUE, EN L'ABSENCE DE CETTE DISPOSITION, VOUS AURIEZ EU LE DROIT DE PLAIDER LES DIFFÉRENDS DEVANT UN TRIBUNAL, Y COMPRIS LE DROIT, LE CAS ÉCHÉANT ET EN FONCTION DE LA RÉGLEMENTATION DE VOTRE JURIDICTION, DE PLAIDER DES RÉCLAMATIONS SUR LA BASE D'UN RECOURS COLLECTIF OU INDIVIDUEL, ET QUE VOUS AVEZ EXPRESSÉMENT ET SCIEMMENT RENONCÉ À CES DROITS ET CONVENU DE RÉSOUDRE TOUT DIFFÉREND CONFORMÉMENT AUX DISPOSITIONS DE CETTE SECTION. Si cette disposition spécifique est jugée inapplicable, alors l'intégralité de cette clause d'arbitrage est nulle et non avenue.



Cette disposition sera régie par la Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* Aux fins du présent Accord, le terme « différend » signifie tout différend, litige ou réclamation découlant de ou lié à (i) le présent Accord, son interprétation, ou violation, expiration, applicabilité ou validité, (ii) la commande relative à, l'achat, la livraison, la réception ou l'utilisation de tout produit ou service délivré par Acer, ou (iii) tout autre différend résultant de ou lié à la relation entre vous et Acer, ses sociétés mères, filiales, sociétés affiliées, administrateurs, dirigeants, salariés, bénéficiaires, ses agents, ayants droit, fournisseurs de composants (matériaux et logiciels), ou tout tiers qui fournit des produits ou des services achetés auprès d'Acer ou distribués par Acer. Le terme « vous » désigne l'acheteur d'origine et ceux qui sont en lien avec l'acheteur d'origine, comme les membres de la famille ou les bénéficiaires.

Il est possible d'obtenir de plus amples renseignements auprès de AAA en ligne : www.adr.org, en appelant le 800-778-7879, ou en écrivant à American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

10. Réparations lorsque la garantie est expirée. Tous les services qui vous sont fournis par Acer et qui ne sont pas couverts par la garantie limitée du produit ou qui ne sont pas couverts par un plan d'entretien prolongé sont régis par le présent Accord et sont par ailleurs soumis aux termes des procédures de service hors garantie d'Acer et tout ordre de service applicable. Pendant une période de quatre-vingt-dix (90) jours après que les services aient été fournis, Acer garantit que les services fournis par elle ont été effectués de manière professionnelle et selon les règles de l'art. Si votre problème persiste au cours de la période de garantie de service de 90 jours, Acer va, à sa discrétion, (i) réexécuter les services, (ii) procéder au remplacement du Produit conformément aux termes du présent Accord, (iii) vous permettre de retourner le produit et émettre un remboursement aux termes du présent Accord, (iv) effectuer le remboursement du montant que vous avez payé pour les services. Si vous avez acheté un plan d'entretien prolongé d'Acer ou d'un tiers, veuillez consulter le plan d'entretien prolongé pour connaître sa couverture, la durée et les conditions de service.

11. Général. Acer et ses filiales et sociétés affiliées sont les bénéficiaires visés du présent Accord. Toute incohérence entre cet Accord et tout autre contrat inclus ou afférent à des produits ou services achetés auprès d'Acer, autre qu'un plan d'entretien prolongé, est régie par le présent Accord. Cet Accord ne peut être modifié, altéré ou amendé sans l'accord écrit d'Acer qui stipule expressément que l'écrit vise à modifier, altérer ou amender le présent Accord. Les termes ajoutés ou modifiés seront nuls et non avenus, sauf accord exprès écrit d'Acer. Dans l'éventualité où toute clause de cet Accord est jugée illégale ou non applicable, la validité, la légalité et l'applicabilité des portions restantes de cet Accord ne seront pas affectées ni conséquemment altérées. **[L'exclusivité de la disposition suivante ne s'applique pas aux consommateurs du Québec] LE PRÉSENT ACCORD AINSI QUE TOUTE VENTE EN VERTU DE CET ACCORD SONT RÉGIS PAR LES LOIS DE L'ÉTAT DU TEXAS, SANS ÉGARD AUX PRINCIPES RÉGISSANT LES CONFLITS DE LOIS.**

12. Avis de confidentialité. Vous pouvez consulter la Politique de confidentialité d'Acer sur notre site Web, situé à <http://www.acerpanam.com>. Acer conservera et utilisera vos renseignements client conformément à sa Politique de confidentialité.

13. Pour les résidents du Canada : Cet Accord est soumis aux dispositions applicables des lois canadiennes sur la protection du consommateur, lesquelles ne peuvent être dérogées par convention privée ou qui peuvent interdire l'application de toute disposition ou stipulation incluses



aux présentes. Dans la mesure où toute stipulation ou disposition est ainsi interdite, elle : i) ne doit être interprétée comme ayant été omise de cet Accord, (ii) n'affecte pas la légalité, la validité ou l'applicabilité de cette disposition dans toute autre juridiction, et (iii) les autres clauses et dispositions du présent Accord resteront en vigueur et de plein effet. Sans limiter la généralité de ce qui précède et nonobstant toute disposition contraire contenue aux présentes, la renonciation énoncée à la Section 9 de la présente garantie ne s'applique pas aux résidents du Québec, de la Colombie-Britannique et de l'Ontario, et vous conservez le droit de plaider les litiges devant un tribunal, y compris le droit, sous réserve des règles de votre juridiction, de plaider les réclamations sur la base d'une action individuelle.

14. Soutien international : Vous devez respecter toutes les lois sur l'exportation et les règlements applicables si vous exportez le produit à partir des États-Unis ou du Canada. Acer n'accepte pas le retour d'un produit acheté auprès d'un revendeur. Les clients en dehors des États-Unis sont responsables de payer tous les frais de fret et de courtage engagés dans l'expédition, l'importation ou l'exportation et la réception des produits et des pièces de remplacement et l'organisation et le paiement des frais d'expédition des pièces défectueuses retournées à Acer. Tous les clients internationaux sont responsables de tous les droits de douane, TVA, TPS et autres taxes et coûts associés.

Veuillez envoyer votre correspondance concernant le présent Accord à :

**Acer Customer Service
P.O. Box 6137
Tempe, TX 76503**

Les renseignements courants sur les politiques de soutien technique et de garantie, les numéros de téléphone et les renseignements sur un autre service sont disponibles sur nos sites Web indiqués sur le tableau de référence de garantie.



CERTIFICADO DE GARANTIA ACER PARA AMERICA LATINA

Equipos de Cómputo:	Todos los Modelos
Vigencia de la Garantía/Tipo	3 Años limitada / En taller
Soporte de Hardware	3 Años
Soporte de Software	90 Días
Página de Internet del Soporte Acer	http://www.acersupport.com

El Equipo de Cómputo marca Acer comprado a Acer ó a un Distribuidor Autorizado, está cubierto por una Garantía Limitada de tres (3) años que otorga Acer a través de sus Centros Nacionales y Centros Autorizados de Servicio en cada país, contra cualquier defecto de fabricación y funcionamiento, imperfecciones de materiales y mano de obra bajo condiciones normales de uso durante el período de garantía.

Términos y Vigencia de la Garantía Acer

La Garantía de su Equipo Acer consta de tres (3) año en Mano de Obra y un (3) años en cambio o reparación de piezas de la configuración original del Equipo (Hardware) en el Taller, contado a partir de la fecha de compra del mismo. Durante el periodo de garantía, Acer hará la reparación ó reemplazará las partes defectuosas con refacciones originales y sin costo para el cliente. Todas las partes y refacciones reemplazadas durante ésta garantía pasarán a ser propiedad de Acer.

Información General

1. Servicio y Soporte Acer

Simplemente llame al Centro Nacional de Servicio Acer ó visítenos en la página de Internet www.acersupport.com y nuestros técnicos le ayudarán a diagnosticar y cuando sea posible, a resolver el problema relacionado con su equipo. Al llamar a Acer por teléfono, podría incurrir en cargos de larga distancia y otros cargos, según su localidad y proveedor de servicio. En caso de que no sea posible solucionar el problema, deberá acudir a efectuar la reparación al taller.

2. Garantía en el Taller

Dentro del Período de Garantía, el cliente deberá llevar el Equipo Acer al Centro Nacional de Servicio Acer ó a cualquiera de los Centros Autorizados de Servicio Acer para efectuar la reparación.

3. Garantía de Hardware

La cobertura de esta Garantía Limitada es válida en el Centro Nacional de Servicio Acer ó en cualquiera de los Centros Autorizados de Servicio con que ACER cuenta en el país y se extiende únicamente a los equipos y partes bajo la marca Acer.

4. Garantía de Software



En caso de mal funcionamiento, defecto o daño del disco duro, el software preinstalado original cuenta con un período de garantía de noventa (90) días a partir de la fecha de la adquisición inicial del Equipo Acer. Dentro de dicho período, el Disco será reemplazado y el software será reinstalado a su condición original de fábrica utilizando el disco (CD) de recuperación del cliente. **Es responsabilidad del cliente efectuar el respaldo del software de fábrica y proporcionar los (CD) de recuperación cuando la reinstalación del software sea necesaria.**

Acer en ningún momento y bajo ninguna circunstancia se hace responsable directa ó indirectamente por la pérdida de información.

Una vez transcurrido el Período de Garantía del Software de noventa (90) días, el Centro Nacional de Servicio y los CAS cobrarán por el servicio de reinstalación de dicho Software y la re-configuración del equipo.

5. Accesorios Periféricos

Sólo los accesorios periféricos fabricados por Acer o que forman parte del Equipo Acer están cubiertos por esta Garantía Limitada. Dentro de los accesorios periféricos se incluye únicamente el teclado y el mouse (ratón)

6. Garantía por Reparación de Partes

Todos los repuestos tienen una garantía de 90 días contados a partir de la fecha de reparación.

Una vez instalado el repuesto en un Equipo Acer, contará con la mayor garantía que pueda corresponderle, es decir, los 90 días a partir de la fecha de reparación o bien el periodo restante de la garantía del equipo en donde se instaló la refacción.

Si el repuesto es instalado en un equipo que no sea de la marca Acer o en un equipo Acer fuera de garantía, la garantía del repuesto se limitará a 90 días contados a partir de la fecha de reparación.

7. Política Corporativa para Soporte de Equipos

ACER se compromete a proveer el servicio de reparación de sus equipos de cómputo y de las partes de sus Equipos de Cómputo, de conformidad con el período mínimo requerido por las leyes que rijan al respecto en el país de compra del Equipo.

8. Transferencia de Garantía

La Garantía Limitada Acer y su respectivo plazo NO sufrirán alteración alguna en caso de que el Equipo sea vendido, cedido o pignorado a un tercero distinto del Propietario inicial, considerando que el período establecido de la garantía empezara a regir a partir de la fecha compra del Equipo por parte del propietario inicial, sin importar que este venda o ceda el Equipo a un tercero en un futuro, por lo que esta garantía no es prorrogable o ampliable por ésta causa y no podrá empezar a regir nuevamente al momento de la venta o cesión antes referida, siguiendo al efecto las formalidades establecidas en el inciso 1 del capítulo de Condiciones de este Certificado.

9. Extensión de Garantías

El cliente podrá ampliar la Garantía de Fábrica de su equipo mediante la compra de pólizas de extensión de garantía mismas que pueden ser adquiridas dentro del período de Garantía del Equipo a través del Centro Nacional de Servicio Acer o de los Centros Autorizados de Servicio Acer. Quedan excluidos de las extensiones de garantía, componentes tales como ratón, teclado y altavoces, en el caso de computadoras de escritorio, y las baterías de los equipos portátiles. Cualquier extensión de garantía adquirida a un tercero distinto a Acer, tales como compañías de seguros o cualquier otra que ofrezca éste servicio, será de exclusiva responsabilidad del cliente y no de Acer.

10. Centro Nacional de Servicio y Centros Autorizados de Servicio Acer

La información de Centros Nacionales de Servicio Acer y la lista de Centros Autorizados de Servicio de su localidad puede encontrarla en la página de Internet de Acer www.acersupport.com. Dichos establecimientos están altamente calificados para efectuar las reparaciones de Equipos Acer y en ellos podrán adquirirse partes y repuestos originales.

Condiciones

1. Para hacer válida esta Garantía

El cliente deberá presentar éste certificado y la factura original, junto con el equipo defectuoso y el disco (CD) de recuperación, en el Centro Nacional de Servicio Acer o en cualquiera de los Centros Autorizados de Servicio Acer en el País donde fue efectuada la compra.

2. La Garantía Limitada cubre:

El Equipo de Cómputo marca Acer en el país en el que el Equipo fue comprado, desde el momento de la compra y hasta el vencimiento del periodo de la garantía. En el caso de portátiles, queda también cubierta la batería original de fábrica por un (1) año a partir de la fecha de compra.



3. Salvo en situaciones de fuerza mayor o caso fortuito, el tiempo de reparación en ningún caso será mayor a 30 días naturales contados a partir de la fecha de recepción del equipo en el Centro Nacional de Servicio Acer o en cualquiera de los Centros Autorizados de Servicio Acer.

Exclusiones

Esta Garantía no es válida en los siguientes casos:

- a. Cuando el número de serie del equipo haya sido dañado, alterado o borrado.
- b. Cuando no se demuestre mediante el comprobante de compra que el equipo esté dentro del período de Garantía.
- c. Cuando el desperfecto sea consecuencia del mal uso, descuido ó por la falta de observación del instructivo de funcionamiento incluido en el equipo.
- d. Cuando haya existido algún intento anterior de reparación fuera del Centro Nacional de Servicio Acer o en los Centros Autorizados de Servicio señalados en la página de Internet de Acer <http://www.acersupport.com>
- e. Cuando el equipo haya recibido golpes accidentales o intencionales o haya sido expuesto a elementos nocivos como agua, ácidos, fuego, intemperie, fluctuaciones de voltaje o cualquier otro similar o análogo.
- f. Cuando la falla del equipo sea producida por falta de mantenimiento del equipo o mantenimiento inapropiado.
- g. Cuando el desperfecto sea consecuencia de la combinación de productos marca Acer con productos, accesorios o partes de otras marcas.
- h. Cualquier accesorio, componente o software que no hayan sido incluidos de fábrica en su Equipo. En estos casos, la garantía es proporcionada por el fabricante original.
- i. Cuando el producto haya sido alterado.
- j. Cuando el equipo presente problemas debidos a re-configuraciones de Software y otras aplicaciones no incluidas con el equipo original. Bajo ninguna circunstancia Acer o los Centros Autorizados de Servicio Acer serán responsables de la pérdida de información del usuario debido a problemas de hardware o software.
- k. Cuando el equipo haya sido contaminado por un virus.
- l. Las partes que sólo presenten desgaste normal por uso o el rayado de las mismas (ejm: baterías,plásticos,teclados, etc.).

La duración de la batería no está garantizada y depende de su uso y configuración, incluyendo pero no limitado a: modelo de producto, aplicaciones en uso, configuración del administrador de energía y accesorios conectados al equipo. La batería está garantizada contra defectos de fabricación. La garantía de la batería no cubre la disminución en su capacidad de carga y retención de la misma.

- m. Cuando el equipo haya sido comprado a un Distribuidor o revendedor NO autorizado.

Registro de Producto

Registrar su producto nos ayuda a servirle mejor y mantenerle actualizado con información actualizada acerca de su producto. Lo exhortamos a registrar su producto dentro de los primeros 30 días de la fecha de compra. Para registrarse solo vaya a nuestra pagina de soporte y servicio - <http://www.acersupport.com> y seleccione la opción "Registro de Producto".



CERTIFICADO DE GARANTIA PARA OS PRODUCTOS ACER NO BRASIL

Computadores:	Todos os Modelos
Vigência da Garantia/Tipo	3 Anos limitada / No centro de serviços
Suporte do Hardware	3 Anos
Suporte do Software	90 Dias
Website do Suporte Acer	http://www.acersupport.com

O computador de marca a Acer adquirido da Acer ou de um de seus distribuidores autorizados, é coberto por uma garantia limitada de três (3) anos, pelo fabricante Acer através do Centro Nacional de Serviço Acer (CNSA), contra qualquer defeito de fabricação e de funcionamento, imperfeições de material e mão de obra sob condições normais de utilização, durante o período de garantia.

Termos e vigência da garantia Acer

A garantia de seu equipamento Acer é de (3) três anos na mão de obra e (3) três anos, para troca ou o reparo de partes e peças na configuração original do equipamento (hardware), nas instalações físicas do CNSA, a partir da data da compra do mesmo. Durante o período de garantia, a Acer irá reparar ou substituir eventuais peças defeituosas por peças originais sem nenhum custo para o cliente. Todas as partes e peças substituídas durante esta garantia passarão a ser propriedade da Acer.

Relatório Geral

1. Serviço e Suporte Acer

Basta ligar para o Centro Nacional de Serviços Acer (CNSA) ou visitar o website <http://br.acer.com/ac/pt/BR/content/support> e os nossos técnicos irão ajudar a diagnosticar e, sempre que possível resolver os problemas relativos a seu equipamento. Ao chamar a Acer a través de telefone, poderá incorrer em custos de ligação a longa distância e outros custos, de acordo com sua localidade e provedor de serviços. Se não for possível resolver o problema, será fornecido um código de autorização para você enviar seu equipamento à assistência técnica (CNSA) para o reparo.

2. Garantia, no Centro de Serviços

Dentro do período de garantia, o cliente deve enviar seu equipamento para o Centro Nacional de Serviços da Acer (CNSA) para efetuar o reparo quando não houver possibilidade de solucionar o problema através do telefone ou suporte e lhe for designado um código de autorização de reparo.

3. Garantia do Hardware

A cobertura desta garantia é limitada e válida para atendimento no Centro Nacional de Serviços Acer (CNSA), e se estende apenas aos equipamentos e peças sob a marca Acer.



4. Garantia de Software

Em caso de anomalia, defeito ou dano na unidade de disco rígido, o software original pré-instalado tem garantia de noventa (90) dias a contar da data de aquisição do equipamento Acer. Durante este prazo, a unidade de disco rígido será substituída e o software será reinstalado na sua condição original de fábrica, usando-se o disco (CD) de recuperação do cliente. É de responsabilidade do cliente efetuar a cópia do software original, tal como indicado quando na primeira utilização do equipamento, e fornecer à Acer os CDs de recuperação quando esta mesma reinstalação de software for necessária.

Em qualquer momento ou sob qualquer circunstância, a Acer ou o Centro Nacional de Serviços da Acer (CNSA) não serão responsáveis, direta ou indiretamente, pela perda de informações da unidade de disco rígido ou de qualquer outra informação do cliente.

Terminado o período 90 (noventa) dias de garantia do software original, o Centro Nacional de Serviço Acer (CNSA) cobrará pelo serviço de reinstalação do Software e de reconfiguração do equipamento.

5. Acessórios e Periféricos

Somente periféricos fabricados pela Acer ou que façam parte do Equipamento Acer são cobertos por esta garantia. Como periféricos, entende-se somente teclado e o mouse.

6. Garantia de conserto de peças

Todas as peças são garantidas por 90 dias na assistência técnica. Uma vez instalada a nova peça em substituição da defeituosa, prevalecerá o maior dos prazos de garantia entre, os 90 dias dado à peça ou o restante do prazo de garantia dado ao equipamento onde a mesma foi colocada.

Caso a substituição seja feita em um computador que não seja o da marca Acer ou seja, feita em um computador Acer fora de garantia, a garantia destas peças serão limitados a 90 dias.

7. Política corporativa de suporte a computadores

A ACER está empenhada em prestar serviços de reparo em seus computadores e peças, de acordo com o período mínimo exigido pelas leis que regem o assunto no país de compra do equipamento.

8. Transferência de Garantia

A garantia Acer não pode ser transferida juntamente com o equipamento quando o mesmo for revendido, transferido ou cedido a um terceiro que não seja o usuário (comprador) original, pois o período de garantia começa a valer a partir da data de compra do equipamento pelo primeiro proprietário. Não importa que este revenda, aliene o equipamento a um terceiro, ou venha a aliená-lo no futuro. Isso se dá pelo motivo de que esta garantia não é renovável e não poderá começar a valer novamente no momento da revenda ou da cessão aqui referida, de acordo com as formalidades estabelecidas como condições no item 1 do presente Certificado.

9. Extensão de Garantias

O cliente poderá prorrogar a garantia de seu equipamento mediante a compra, dentro do período de garantia original, de um Certificado de Extensão de Garantia através do Centro Nacional de Serviços Acer. Não se incluem nesta extensão, componentes tais como mouse, teclado e alto-falantes, no caso dos computadores desktop e de baterias para laptops (notebooks).

10. Centro Nacional de Serviços Acer

Este estabelecimento está altamente qualificado para realizar reparos em equipamentos Acer e também onde se podem adquirir peças originais e peças sobressalentes.

Condições

1. Para que essa garantia seja válida

Após o recebimento do código de autorização de reparo por meio eletrônico (e-mail) ou telefone, o cliente deve enviar esse certificado e o original da nota fiscal de compra juntamente com o equipamento defeituoso e os discos (CD) de recuperação, no Centro Nacional de Serviços Acer.

2. Esta garantia é limitada e abrange:

O equipamento de informática marca Acer, desde o momento da compra e só será válida no país em que o equipamento foi comprado. No caso de Notebooks também está coberta a bateria originalmente fornecida pelo fabricante por um (1) ano.



3. Salvo em casos fortuitos ou força maior, o prazo de reparo não deve ser superior a 30 dias a contar da data de recebimento do equipamento no Centro Nacional de Serviços de Acer ou em qualquer um dos Centros de Serviços Autorizados Acer.

Exclusões

Esta garantia não é válida nos seguintes casos:

- a. Quando o número de série do equipamento encontrar-se danificado, alterado ou apagado.
- b. Quando não for comprovado que o equipamento está dentro do período de garantia
- c. Quando o dano é devido a mau uso ou falta de observação das instruções de funcionamento que acompanharam o equipamento.
- d. Se existiu qualquer tentativa anterior de reparo fora do Centro Nacional de Serviços Acer.
- e. Quando o equipamento tiver recebido golpes acidentais ou intencionais ou tenha sido exposto à elementos nocivos tais como água, ácidos, fogo, condições climáticas extremas, oscilações de tensão ou de quaisquer outros atos similares ou análogos.
- f. Quando houver falta de manutenção ou tiver havido manutenção inadequada.
- g. Quando o defeito for consequência da combinação de productos da marca Acer com productos, acessórios ou partes de outras marcas.
- h. Qualquer outro equipamento, partes ou software de terceiros diferente da configuração original de seu equipamento inclusos no momento da venda. Nestes casos, a garantia deve ser fornecida pelos fabricantes terceiros.
- i. Quando o produto tenha sido modificado.
- j. Quando o equipamento apresentar problemas devido à mudança de configurações de software e outras aplicações não incluídas com o equipamento original. Sob nenhuma circunstância o Centro Nacional de Serviços Acer serão responsáveis pela perda de informação dos usuários, seja por problemas de hardware, seja por problemas de software.
- k. Quando a equipamento tenha sido contaminado por um vírus.
- l. As partes apresentem apenas desgaste natural ou se apresentem riscadas devido à utilização (ejm: bateria, plásticos, teclados, etc).

A vida útil da bateria não é garantida e depende do uso e da configuração, incluindo mas não limitado a: modelo do produto, aplicações em uso, configuração do gerenciador de energia e acessórios ligados ao computador. A bateria é garantida contra falhas e defeitos de fabricação. A garantia da bateria não cobre a redução da sua capacidade de retenção de carga.
- m. Quando o equipamento for comprado de um distribuidor ou revendedores não autorizados pela Acer.
- n. Defeitos de pequenos pontos luminosos (pixel) nas telas de LCD: Não pode ou poderá ser considerado defeito de tela devido à insignificância, se o número de pixels com defeito por milhão for inferior a quatro (4), ou o número de pixels defeituosos na área central for no máximo um (1). Entende-se como a área central, a área de retângulos formada quando imaginariamente se divide a tela em nove retângulos iguais, formados por duas linhas verticais e duas linhas horizontais.

Registro de Producto

Registrar seu produto nos ajuda a lhe atender melhor e lhe manter atualizado com informações atualizadas sobre seu produto. Aconselhamos que você registre seu produto dentro dos primeiros 30 dias da data da compra. Para registrar-se acesse nossa página de suporte e serviço - <http://br.acer.com/ac/pt/BR/content/support> e selecione a opção "Registrar um Produto".



CERTIFICATE OF ACER WARRANTY FOR LATIN AMERICA

Desktops and Laptops:	All Models
Warranty Length/Type	3 Years Limited: Carry-In
Hardware Technical Support	3 Years
Software Support	90 Days
Service Website	http://www.acersupport.com

The Acer brand product purchased from Acer or an Authorized Distributor, is covered under a three (3) years Limited Warranty granted by Acer through its National Service Centers and Authorized Service Centers in each country, against any defects in manufacture, functionality, materials or workmanship under normal use during the warranty period.

Terms and Conditions of the Acer Warranty

The Warranty of your Acer product consists of three (3) years for labor service and three (3) years for replacement or repair of parts with the original configuration of the product (Hardware), provided by the Service Center, commencing on the date of purchase. During the warranty period, Acer will repair or replace defective parts with original parts at no charge to the customer. All parts replaced under this warranty will become the property of Acer.

General Information

1. Acer Support and Service

Simply call the National Service Center or visit us at www.acersupport.com and our technicians will help diagnose, and if possible, resolve the problem related to your product. When contacting Acer via telephone, long distance and other changes may apply, depending on your calling area and your service provider. If resolving the problem is not possible, you will have to contact the Service Center for repair.

2. Warranty in the Service Center

During the warranty period, the customer must deliver the Acer product to the Acer National Service Center or to any Acer Authorized Service Center to carry out the repair.

3. Hardware Warranty

The terms of this limited warranty are valid at the Acer National Service Center or at any of the Acer Authorized Service Centers that Acer may have in the country and it extends only to Acer brand products and parts.

4. Software Warranty



In the event of a defective hard drive, the preinstalled original software has a ninety (90) day warranty period from the date of purchase of the Acer product. During this period, the hard drive will be replaced and the software will be reinstalled to its original factory configuration by utilizing the recovery disk (CD) or media provided by the customer. **It is the customer's responsibility to back up the original software and to provide the recovery disk (CD) when reinstallation of the software is necessary.**

Acer is not responsible, directly or indirectly, for any loss of data under any circumstances.

After the ninety (90) day Software Warranty period, the National Service Center and the ASP will charge for software reinstallation and product reconfiguration services.

5. 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.

6. Warranty for Repaired Parts

All spare parts have a ninety (90) day warranty.

Once a replacement part has been installed in an 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 spare part is installed in a product that is not an Acer brand product or in a unit that is out of warranty, the spare part's warranty will be limited to ninety (90) days.

7. Corporate Policy for Product Support

Acer is committed to providing service repair for its products and the spare parts of its products, in compliance with the minimum period requirements of the laws of the country in which the unit was purchased.

8. 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, without regard to any sale or transfer the product by the original Purchase to a third party at a later time. This warranty cannot be extended and cannot be re-registered at the time of sale or transfer previously referenced, in accordance with the requirements of section 1 of the Conditions section of this Certificate.

9. Extended Warranty

The customer may extend a product's factory warranty by purchasing extended warranty policies during the Warranty Period through the Acer National Service Center or Acer Authorized Service Centers. Excluded from warranty extensions are components such as the mouse, keyboard and speakers for desktop computers, and batteries for laptops.

10. National Service Centers and Authorized Service Centers

Information on your local Acer National Service Centers and the list of Acer Authorized Service Centers may be found at the Acer website www.acersupport.com. These establishments are highly qualified to carry out the repair of Acer products and original parts can be acquired through them.

Conditions

1. To validate this warranty:

The customer must present this certificate and the original purchase receipt, along with the defective product and the Recovery disk (CD) at the Acer National Service Center or any of the Acer Authorized Service Centers in that customer's country.

2. 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.

3. With the exception of major or unforeseen circumstances, the repair time in any event will not be more than 30 calendar days from the date of receipt of the product at the Acer National Service Center or any of the Acer Authorized Service Centers.



Exclusions

This warranty is not valid in the following cases:

- a. When the serial number of the product has been damaged, altered or erased.
- b. When it has not been proven that the product is within the warranty period.
- c. When the failure is due to misuse, or failure to use the product in accordance with the User's Manual that accompanies the product.
- d. When there has been a previous attempt to repair outside of the Acer National Service Center or any of the Acer Authorized Service Centers listed on the Acer website <http://www.acersupport.com>
- e. 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 or analogous damage.
- f. When the failure is due to improper or lack of maintenance.
- g. When the damage is caused by the combination of Acer branded products with other non-Acer branded products, accessories or parts.
- h. 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.
- i. When the product has been altered.
- j. Failures due to reconfiguration of software and other applications not included in the original product. Under no circumstance is Acer or any Acer Authorized Service Center responsible for any loss of information or data of the end user due to hardware or software issues.
- k. When the product has been exposed to a virus.
- l. Spare parts that present normal wear and tear due to use (e.g. plastics, keyboard, etc.)
- m. When the product was purchased from an unauthorized Distributor or Reseller.

Registration.

Registration of your Product helps Acer better serve you. Acer encourages you to register your Product within thirty (30) days of the original purchase in order to receive prompt service and support coverage should you need it. To register go to Acer's service website: <http://www.acersupport.com> and choose "Register Your System".



Centros de Servicio Autorizados en Latino América

Centro Nacional de Servicio Acer México

Av. Ejército Nacional
No.579 Piso 1
Colonia Granada
C.P. 11520 México, D.F.
Tels: (52 55) 5999-9400 / 001-866-350 2237
www.acer.com.mx

Centro Nacional de Servicio Acer Argentina

Megatech
Av. Belgrano 4065, C1210AAI C.A.B.A.
C.A. de Buenos Aires 1107
Buenos Aires - Argentina
Tel: 0800-444-1318
soportelatinoacer@acer.com
www.megatech.la

Centro Nacional de Servicio Acer Colombia

Punto de Servicios
CRA 47 No. 91-62
La Castellana.
Bogotá - Colombia
Tel: 01-800-915-7126
soportelatinoacer@acer.com
www.puntodeservicios.com

Centro Nacional de Servicio Acer Perú

High Service
Av. Alfredo Benavides Num. 2969
Urb. Alexander Von Humbolt
Miraflores - Lima - Perú
Tel: 0800-54495
soportelatinoacer@acer.com
www.highservice.com.pe

Centro Nacional de Servicio Acer Costa Rica

Sauter Infomax
Calle 11, Ave. Central y Segunda

Centro Nacional de Servicio Acer Chile

Net Now Tecnologia y Computación S.A
Av. Las torres 1278 Huechuraba
Santiago - Chile
Tel: (600) 460 4000
soportelatinoacer@acer.com

Centro Nacional De Serviço Acer Brasil

AGP Tecnologia em Informática do Brasil
Para obter serviços e suporte acesse:
<http://br.acer.com/ac/pt/BR/content/support>
ou ligue para:
0800 762 2237

Centro Nacional de Servicio Acer Venezuela

TecnoAsist C.A.
Centro Comercial Caurimare
Mezzanina, Local 33
Urb.Caurimare, El Cafetal
Caracas - Venezuela
Tels: (58-212) 987-7223 / 985-6990
soportelatinoacer@acer.com

Centro Nacional de Servicio Acer Ecuador

Cosideco LTDA
Av. 6 de Diciembre N31-89 y Whimper
Quito - Ecuador
Tel: (593-2) 222-9818
www.cosideco.com / info@cosideco.com

Centro Nacional de Servicio Acer Guatemala

TECFIX
Avenida Las Américas 17-24 Zona 13



Edif. Bellavista, 2° Piso
San José - Costa Rica. 13243
Tel: (506) 258-5280
soportelatinoacer@acer.com
www.sauter-infomax.co.cr

Centro Nacional de Servicio Acer Uruguay
Lekemill S.A.
Maldonado 1035 PR 11100, Esq. Rio Negro
Montevideo - Uruguay
Tel: (598-2) 903-0166
soportelatinoacer@acer.com
www.cns.com.uy

Centro Nacional de Servicio Acer Bolivia
Artes Electrónicas S.R.L.
Calle Mercado No. 1357
La Paz - Bolivia
Tels: (591) 2 220-0701 / 800-100620
www.artes-electronicas.com
soportelatinoacer@acer.com

Acer National Service Center - Barbados
Online Consultancies LTD
5A 5B Clermont.
St Thomas - Barbados
Tel: (246) 438-6666
olc@caribsurf.com

Centro Nacional de Servicio Acer El Salvador
Profesionales en Computación SA de CV
Calle y Colonia Roma Núm.189
San Salvador - El Salvador.
Tel: (503) 2298-6499
fernando.escoto@profcomp.com

Centro Nacional de Servicio Acer República Dominicana
Analistas Asociados C.X.A
Calle Carmen Mendoza de Cornielle Num.16.
Entre 27 Rómulo B y 27 de Feb.
Bella Vista,
República Dominicana - Santo Domingo
Tel: (809) 333-0909
info@analistasasocs.com

Acer National Service Center - Guyana
GuyanaNet.INC
234 Lance Gibbs & Irving St,
Georgetown - Guyana
Tel: (592) 227-8860
support@guyana.net.gy

Acer National Service Center - Jamaica

Guatemala - 01013 Guatemala
Tel: (502-2) 2360-5888
www.tecfix.net / gt@tecfix.com

Centro Nacional de Servicio Acer Paraguay
Diesa S.A.
Avenida Eusebio Ayala Km 4.5
Asunción - Paraguay
Tel: (595-21) 610-303
soportelatinoacer@acer.com
www.diesa.com.py

Centro Nacional de Servicio Acer Panamá
Sonset S.A.
Via Brasil, Calle C sur 1°-
Ciudad de Panamá
Panamá 0816-006
Tel: (507) 206-9500
servicios@sonset.com.pa

Acer National Service Center - Aruba
Perfect Fit Systems
Sabana Blanco 68-C
Oranjestad - Aruba
Tel: (297) 5829-515
soportelatinoacer@acer.com

Centro Nacional de Servicio Acer Nicaragua
Centro Técnico Electrónico
Supermercado La Colonia Lindavista
3c arriba y 1/2 cuadra al Sur
Barrio Monseñor Lezcano
Managua - Nicaragua.
Tels: (505) 22684558 / 8600-8352
soportelatinoacer@acer.com

Centro Nacional de Servicio Acer Honduras
Centro Autorizado de Servicios S.de R.L.
Blvd. Sta.Cristina, Edificio HCT.
Colonia Miraflores
Tel: (504) 230-7211
soportelatinoacer@acer.com

Acer National Service Center - Haití
CompHaiti S.A.
432 Delmas 50-52, Route de Delmas
Pourt-au-Prince Haiti HT6120
Tels: (509) 246-0665 / 246-0665
tech@comphaiti.com

Centro Nacional de Servicio Acer Puerto Rico



SSP APTEC LTD
27 Burlington Avenue
Kingston 10
Tel: (876) 754-0060
www.sspaptec.com / nigel@sspaptec.com

M.A.K.E. Technologies
Calle Julio Pérez Irizarry Num.23
Hormigueros 00660
Tels: (787) 849-0551 / 1-866-569-2237
Acer_Services@mtlogisticspr.com
soportelatinoacer@acer.com

La lista de Centros de Servicio Autorizados puede variar sin previo aviso. Verifique la lista actualizada en:
The list of Authorized Service Centers can be changed without previous notification. Verify the updated list at:
A lista dos Centros de Serviços Autorizados poderá ser mudada sem aviso prévio. Verifique a lista atualizada em:

www.acersupport.com

State Recycling Program Registration Information for Acer America Corporation

This list includes the registration verification documentation for recycling programs in states with legal requirements.

State	Registration Verification
California	Registration Attached
Connecticut	Registration Attached
District of Columbia	https://doee.dc.gov/sites/default/files/dc/sites/doee/service_content/attachments/eCYCLE%20DC%20Registered%20or%20Exempt%20Manufacturers%20and%20Brands%20List%202024.pdf
Hawaii	https://health.hawaii.gov/ewaste/files/2023/10/cedoems-2024-10.pdf
Illinois	https://epa.illinois.gov/topics/waste-management/materials-management/electronics-recycling1/manufacturers/registered-manufacturers.html
Indiana	https://www.in.gov/idem/recycle/files/ewaste_manufacturers_list_manufacturers.pdf
Maine	Registration Attached
Maryland	https://mde.maryland.gov/programs/land/RecyclingandOperationsprogram/Pages/registeredmanu.aspx
Michigan	https://www.michigan.gov/egle/-/media/Project/Websites/egle/Documents/Programs/MMD/Electronic-Waste/registered-mfg-brands.pdf?rev=ceb65fb924fa4b3989c1dcaa11eace60&hash=105CDC806E6F2C48EAF560FB5298F79D
Minnesota	https://www.pra.state.mn.us/business-with-us/registered-stakeholders
Missouri	https://dnr.mo.gov/waste-recycling/reduce-reuse-recycle/what-to-do-with-specific/electronics/registered-computer-equipment-manufacturers-list
New Jersey	Registration Attached
New York	https://dec.ny.gov/environmental-protection/recycling-composting/electronic-waste-recycling/covered-electronic-equipment-manufacturer-requirements/programs
North Carolina	https://edocs.deq.nc.gov/WasteManagement/DocView.aspx?id=1390200&page=1&dbid=0&repo=WasteManagement&cr=1
Oklahoma	https://www.deq.ok.gov/land-protection-division/recycling/computer-equipment-recycling/recycling-electronic-waste/
Oregon	Registration Attached
Pennsylvania	https://files.dep.state.pa.us/Waste/Recycling/RecyclingPortalFiles/2024_CDRA_Registered_Manufacturers_and_Brands.pdf
Rhode Island	Registration Attached
South Carolina	https://scdhec.gov/sites/default/files/Library/OR-1175.pdf
Texas	https://www.tceq.texas.gov/p2/recycle/electronics/manufacture-list.html/#summary
Utah	Registration Attached
Vermont	https://anrweb.vt.gov/DEC/EWaste/manufacturertlist.aspx
Virginia	https://www.deq.virginia.gov/home/showpublisheddocument/21733/638399604841330000
Washington	https://fortress.wa.gov/ecy/ecyclepublic/UIlists/manufacture.aspx
West Virginia	https://dep.wv.gov/environmental-advocate/reap/cedprogram/Documents/2024%20Brand%20Compliance%20List.pdf
Wisconsin	https://dnr.wisconsin.gov/sites/default/files/topic/Ecycle/manufacturersbrands.pdf



Acer America Corporation
1730 N 1st St., Suite 400
San Jose, CA 95112
Telephone: (408) 533-7700
Facsimile: (408) 533-4555
www.acer.com

March 29, 2024

Dear Acer Partners and Retailers,

In September 2003, the California Legislature passed the Electronics Waste Recovery Act, SB 20, Chapter 526, Statutes of 2003, Senator Sher (Act). The law establishes an advanced recycling fee collected at the point of sale or lease of covered electronic devices in California. The funds will be used to provide financial relief to collectors and recyclers of "covered electronic wastes." The law also requires manufacturers to notify retailers of their products which are subject to the fee no later than April 1, annually. This letter is to notify your company of this law and the products that are subject to the advanced recycling fee.

Covered electronic devices currently subject to the Act include all computer monitors and televisions that contain cathode ray tubes (CRTs) or liquid crystal displays (LCD), plasma televisions, laptop computers, and portable DVD players with LCDs. Please visit the Department of Toxic Substances website at <https://dtsc.ca.gov/electronic-hazardous-waste/> for more information on covered devices.

The fees currently range from four to six dollars depending on the size of the screen:

- Four dollars (\$4) for each covered electronic device with a screen size greater than 4 inches and less than 15 inches measured diagonally.
- Five dollars (\$5) for each covered electronic device with a screen size greater than or equal to 15 inches but less than 35 inches measured diagonally.
- Six dollars (\$6) for each covered electronic device with a screen size greater than or equal to 35 inches measured diagonally.

The following Acer, Aopen and Gateway branded products are subject to the advanced recycle fee when sold in or shipped to California for final use, whether they may be sold at a retail store, via a website, or through phone orders.

- Monitors with LCD screens
- All-in-One desktop PCs with integrated LCD monitors
- Laptop computers with LCD screens (includes netbooks and chromebooks)
- Tablet PCs

According to the Electronic Waste Recycling Act, if selling to the final user, you must register with the State of California, collect the fees from your customers and remit them to the State of California according to the schedule that has been established by the California Board of Equalization.

The full text of the law can be found at: <https://calrecycle.ca.gov/electronics/formsandinfo>. Additional information regarding the Electronic Waste Recycling Fee is available on the California Department of Tax and Fee Administration's website at: <https://www.cdfta.ca.gov/taxes-and-fees/electronic-waste-recycling-fee.htm>.

Sincerely,

Joyce Cruts
Joyce Cruts
Vice-President of Supply Chain & Operations



Melanie Weitzel

Connecticut

Manufacturer: Acer America Corporation**Form Version:** 2024 Annual Registration**Due Date:** 9/30/2024*Your data has been saved.*[View](#)[Instruction Form](#)

Company Data

Company Name: Acer America Corporation**Address:** 1730 North First Street, Suite 400
San Jose, CA 95112**Country:** United States**Phone:** (408) 533-7700**Website:** www.acer.com/us

Primary Contact

Organization: Acer America Corporation**Name:** Eric Gilbert**Title:** Senior Manager, Environmental, Social &
Governance**Address:** 7575 Irvine Center Drive
Suite 150
Irvine, CA 92618**Country:** United States**Phone:** 9494717774**Phone Ext:****Email:** eric.gilbert@acer.com**Fax:**

Billing Contact

Organization: Reverse Logistics Group Americas,**Name:** Mark Hydzik**Title:** Finance Manager**Address:** 190 Middlesex Turnpike
Suite 206
Iselin, NJ 08830**Country:** United States**Phone:** 732-710-3336**Phone Ext:****Email:** AP@rev-log.com**Fax:**

Additional Contacts

Name	Address	Email	Phone	Ext	Fax	Description
Melanie Weitzel		acer@rev-log.com	510-305-2011			RLGA will perform compliance activities on behalf of Acer

Brand Information

Brand Name	Product Type	Ownership	Sold From	Sold To	Smallest Screen Size Sold	Largest Screen Size Sold	Comments
Acer	Computer Monitor	Brand Owner	1/1/1976	Current	15.00	30.00	
Acer	Desktop Computer	Brand Owner	1/1/1976	Current			
Acer	Desktop Printer or Desktop Printing Multi Function Device	Brand Owner	1/1/1999	12/1/2002			Fotoprisa
Acer	Laptop/Notebook Computer	Brand Owner	1/1/1976	Current	10.00	17.00	

Acer	Tablet	Brand Owner	1/1/2011	Current	7.00	10.00	
Acer	Television	Brand Owner	7/1/2010	12/31/2011	24.00	32.00	
ALR	Computer Monitor	Brand Owner	1/1/1985	1/1/1985	15.00	20.00	
ALR	Desktop Computer	Brand Owner	1/1/1985	1/1/1985			
AOPEN	Computer Monitor	Brand Owner	8/28/2018	Current	24.00	32.00	
AOPEN	Desktop Computer	Brand Owner	1/1/2017	Current			Sold to commercial consumers only
AOPEN	Tablet	Brand Owner	1/1/2017	Current	15.00	22.00	Sold to commercial consumers only
Emachines	Computer Monitor	Brand Owner	1/1/1998	12/31/2012	15.00	24.00	
Emachines	Desktop Computer	Brand Owner	1/1/1998	12/31/2012			
Emachines	Laptop/Notebook Computer	Brand Owner	1/1/1998	12/31/2012	10.00	17.00	
Gateway	Computer Monitor	Brand Owner	10/31/1998	Current	15.00	30.00	
Gateway	Desktop Computer	Brand Owner	10/31/1998	Current			
Gateway	Laptop/Notebook Computer	Brand Owner	10/31/1998	Current	10.00	17.00	
Gateway	Tablet	Brand Owner	4/1/2021	Current	8.00	10.00	
Gateway	Television	Brand Owner	1/1/2002	12/1/2006	32.00	42.00	
Gateway 2000	Computer Monitor	Brand Owner	9/5/1985	10/31/1998	14.00	21.00	
Gateway 2000	Desktop Computer	Brand Owner	9/5/1985	10/31/1998			
Gateway 2000	Laptop/Notebook Computer	Brand Owner	9/5/1985	10/31/1998	10.00	17.00	
GrandPad	Tablet	Brand Owner	1/1/2017	Current	8.00	8.00	

Registration Form for Manufacturers of Covered Electronic Devices (CEDs)

Please complete this registration form in accordance with the instructions (DEEP-EWASTE-INST-001) to ensure the proper handling of your registration. Your registration will not be approved until we receive the applicable fee.

Part I: Registration Type

Year of Registration: 20__

24

Please identify any previous or existing registration number in the space provided:

* This application is for Annual Re-registration:

- ☒ No changes in any information from previous registration (complete Parts I, II, III, and VII only)
- ☐ With changes (complete parts I, II, III, IV & VII at a minimum)

Part II: Annual Registration - Categories and Fee Information

* Annual Registration Categories (Check only one)

- ☒ Manufacturer of CEDs sold before January 1, 2008 - Registration Fee equals Invoiced Amount
- ☐ Manufacturer of CEDs sold or offered for sale between January 1, 2008 and June 1, 2010 - Registration Fee equals Invoiced Amount
- ☐ Manufacturer of CEDs sold or offered for sale after June 1, 2010 - Registration Fee equals Invoiced Amount
- ☐ Manufacturer of printers only sold or offered for sale on or before June 1, 2010 - Registration Fee equals Invoiced Amount
- ☐ Manufacturer of printers only that sells or offers for sale printers after June 1, 2010 - Registration Fee equals Invoiced Amount

If you are a Manufacturer of CEDs sold before January 1, 2008, please select which statement applies to you:

- **NOTE:** Please fill out one of the two options below ONLY if you are a manufacturer of CEDs sold before January 1, 2008.

- ☐ Sold less than or equal to 100 CEDs during calendar year 2007 (Registration fee equals invoiced amount)
- ☒ Sold greater than 100 CEDs in calendar year 2007 (Registration fee equals invoiced amount)
- ☐ None

Part III: Registrant Information

*Note: For changes to a manufacturer's name, you must complete DEEP's Name Change form.

By providing your e-mail address you are agreeing to receive official correspondence from the department, at the electronic address provided, concerning the subject application. Please remember to check your security settings to be sure you can receive e-mails from "ct.gov" addresses. Also, please notify the department or update your account settings if your e-mail address changes.

☒ Check here if the primary contact is interested in being added to the state e-waste listserv for unofficial correspondence.

* Check type of business entity:

- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Limited Partnership
- ☐ Limited Liability Partnership
- ☐ Statutory Trust
- ☐ Other (please specify)

If "Other", please specify type of business entity

Provide Secretary of the State business ID#: This information can be accessed at CONCORD .

☐ Check here if your business is **NOT** registered with the SOTS.

☐ Check here if the billing contact is interested in being added to the state e-waste listserv for unofficial correspondence.

☒ Check here if the third party/additional contact is interested in being added to the state e-waste listserv for unofficial correspondence. (Third party/additional contacts can be found in the Additional Contacts section of your Account Options in Ecycle Registration. Not every manufacturer will have a third party contact listed under their account.)

Part IV: Modifications/Revisions to Existing Registration Information

Describe in detail the modification/revision to the existing registration (For changes in responsibility of brand(s), you must specify the name of the new company and effective date of such change, at a minimum):

N/A

Part VI: Private Collection Programs

Check here, if you are planning to conduct any private collection programs.

☐ Check here, if you are planning to conduct a private collection program for the first time. The supporting documents and information outlined in the text box below must be submitted as an attachment to this registration.

☒ Check here, if you have already established a private collection program. Do not resubmit, unless information has changed in the private program. You must complete and submit Attachment A of this registration with your private program.

☐ No private collection program

Please provide your private collection plan here. Click "upload" below to include the attachment. Please reference the "instructions" document at the top of this form for additional information on private collection programs.

Upload a File

Part VII: Registrant Certification

Failure to re-register by September 30th and pay the required fee may result in:

- 1) the assessment of late fees; and
- 2) a manufacturer's brand(s) being prohibited from sale in Connecticut.

More Information - go to DEEP's website

o General information: click on [CT's E-Waste Recycling Law](#)

o Manufacturer-specific information: click on [Manufacturer Information](#)

For Annual Registrations:

1) Once you submit this registration form, it will automatically be emailed to deep.eWasteMfr@ct.gov along with all Supporting Documents.

2) Send invoiced fee and top portion of invoice, if applicable, in the mail by postal service to:

CENTRAL PERMIT PROCESSING UNIT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

79 ELM STREET
HARTFORD, CT 06106-5127

The manufacturer must sign this certification. An application will be considered incomplete unless the required signature is provided ***and is the proper signatory authority as specified under Part VII in the instructions.***

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute.

I certify that this registration is on complete and accurate forms as prescribed by the commissioner without alteration of the text."

"By entering my name below, I agree that I am providing my legal signature, and am legally bound by the certifications above."

* Enter your name:

Eric Gilbert

* Title:

Senior Manager,Environmental, Social, & Governance

Attachment A: Electronic Manufacturer's Private Program Annual Report

This attachment must be completed and submitted with the annual registration by Manufacturers who have already established a private collection program. **Private collection program information is required to be reported to DEEP per RCSA section 22a-638-1(p)(3).**

July 1 to December 31 (Previous Year)

Enter the previous year:

2023

Computer (lbs)

10

Television (lbs.)

0

Monitor (lbs.)

13

Printer (lbs.)

0

January 1 to June 30 (Current Year)

Enter the current year:

2024

Computer (lbs.)

Television (lbs.)

Monitor (lbs.)

Printer (lbs.)

Instructions

[Save and Continue Later](#) – Click this button to save your information. You may come back to work on the input screen later. Clicking this button DOES NOT submit the form to the state of Connecticut.

[Preview Form](#) – Click this button to view the registration form in the state format as a PDF. Clicking this button DOES NOT submit the form to the state of Connecticut. You must click on the Submit to State button to submit the completed form electronically to the state of Connecticut for processing.

[Submit to State](#) – Click this button after you preview the form and are ready to submit your final, completed form to the state of Connecticut for processing by CT DEEP. Clicking on this button submits the completed form electronically to the state of Connecticut. ***Please note that your registration will not be considered officially submitted until you click this button to finish the process.***

[Close](#) – Click this button only to close out of the input screen. If you click the Close button without clicking the Submit to State button, then your completed registration form will NOT be submitted to the state of Connecticut.

Your data has been saved.

[Save and Continue Later](#)

[Preview my Form](#)

[Close](#)

[Submit to State](#)

NCER

Copyright © 2024 National Center for Electronics Recycling.



Acer America Corporation

Maine

Manufacturer: Acer America Corporation**Form Version:** 2024**Due Date:** April 1, 2024*Your data has been saved.*

View	Covered Products
View	Credit form
View	Instructions
View	Sales Data
View	Signature Form

Company Data

Company Name: Acer America Corporation**Address:** 1730 North First Street, Suite 400
San Jose, CA 95112**Country:** United States**Phone:** (408) 533-7700**Website:** www.acer.com/us

Primary Contact

Organization: Acer America Corporation**Name:** Eric Gilbert**Title:** Senior Manager, Environmental, Social &
Governance**Address:** 7575 Irvine Center Drive
Suite 150
Irvine, CA 92618**Country:** United States**Phone:** 9494717774**Phone Ext:****Email:** eric.gilbert@acer.com**Fax:**

Billing Contact

Organization: Reverse Logistics Group Americas,**Name:** Mark Hydzik**Title:** Finance Manager**Address:** 190 Middlesex Turnpike
Suite 206
Iselin, NJ 08830**Country:** United States**Phone:** 732-710-3336**Phone Ext:****Email:** AP@rev-log.com**Fax:**

Additional Contacts

Name	Address	Email	Phone	Ext	Fax	Description
Melanie Weitzel		acer@rev-log.com	510-305-2011			RLGA will perform compliance activities on behalf of Acer

Brand Information

Brand Name	Product Type	Ownership	Sold From	Sold To	Smallest Screen Size Sold	Largest Screen Size Sold	Comments
Acer	Computer Monitor	Brand Owner	1/1/1976	Current	15.00	30.00	

Acer	Desktop Printer or Desktop Printing Multi Function Device	Brand Owner	1/1/1999	12/1/2002			Fotoprisa
Acer	Laptop/Notebook Computer	Brand Owner	1/1/1976	Current	10.00	17.00	
Acer	Tablet	Brand Owner	1/1/2011	Current	7.00	10.00	
Acer	Television	Brand Owner	7/1/2010	12/31/2011	24.00	32.00	
ALR	Computer Monitor	Brand Owner	1/1/1985	1/1/1985	15.00	20.00	
AOPEN	Computer Monitor	Brand Owner	8/28/2018	Current	24.00	32.00	
AOPEN	Tablet	Brand Owner	1/1/2017	Current	15.00	22.00	Sold to commercial consumers only
Emachines	Computer Monitor	Brand Owner	1/1/1998	12/31/2012	15.00	24.00	
Emachines	Laptop/Notebook Computer	Brand Owner	1/1/1998	12/31/2012	10.00	17.00	
Gateway	Computer Monitor	Brand Owner	10/31/1998	Current	15.00	30.00	
Gateway	Laptop/Notebook Computer	Brand Owner	10/31/1998	Current	10.00	17.00	
Gateway	Tablet	Brand Owner	4/1/2021	Current	8.00	10.00	
Gateway	Television	Brand Owner	1/1/2002	12/1/2006	32.00	42.00	
Gateway 2000	Computer Monitor	Brand Owner	9/5/1985	10/31/1998	14.00	21.00	
Gateway 2000	Laptop/Notebook Computer	Brand Owner	9/5/1985	10/31/1998	10.00	17.00	
GrandPad	Tablet	Brand Owner	1/1/2017	Current	8.00	8.00	

Manufacturer Definition

Maine does not utilize the EcycleRegistration system to communicate whether a manufacturer's registration has been accepted. Please contact the Maine DEP directly for questions on the status of your registration.

Maine's Electronic Waste Law, 38 M.R.S.A. §1610, requires manufacturers of certain electronics to register annually with the Maine Department of Environmental Protection (DEP) by April 1.

Who must register?

Current manufacturers of covered electronic devices (for a full list of devices see "What products need to be registered?" below).

"Manufacturer" means a person who:

- (1) Manufactures or has manufactured a covered electronic device under its own brand or label;
 - (2) Sells or has sold under its own brand or label a covered electronic device produced by other suppliers;
 - (3) Imports or has imported a covered electronic device into the United States that is manufactured by a person without a presence in the United States;
- or

(4) Owns a brand that it licenses or licensed to another person for use on a covered electronic device.

What is the registration fee?

Annual registration fees are \$3000 or \$750, depending on product sales. By March 1st of each year, the DEP will send invoices to manufacturers that have previously registered with us.

Manufacturers registering for the first time will receive invoices once they submit a completed registration form.

What product types need to be registered?

Maine law requires the registration of the following products:

- Printers: weighing 100 pounds or less; includes 3D printers
- Video game consoles: an interactive entertainment computer or electronic device that produces a video display signal that can be used with a display device
- Televisions: video display devices measuring at least 4" diagonally that can receive a broadcast signal; includes portable DVD players and surveillance systems with screens measuring at least 4" diagonally
- Other video display devices with a screen that is greater than 4 inches measured diagonally and that contain one or more circuit boards, including monitors, all-in-one computers, tablets, laptops, digital picture frames, e-readers, GPS screens, etc.

If you have questions on whether or not a product is needs to be registered, please contact Andrew Pomiak at 207-955-0858 or andrew.pomiak@maine.gov.

☒ I acknowledge Maine's definition of the term "Manufacturer".

Registration Type

Year of Registration 20____

24

Sales Info

Provide total national (US) sales data (not limited to sales to covered entities) broken out by brand, in both units and pounds, for the following product categories: televisions, portable DVD players, portable notebook computers (including tablets and e-readers), monitors, all-in-one computers, digital picture frames, desktop printers (including multi-functional devices, 3D printers, and pocket printers), and video game consoles. Download the attached form template which can be found at the top of this registration form, provide the information requested and upload the completed form below.

Upload a File

Comments

Please note any special instructions and additional information:

Signatures

REQUIRED

* I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on

my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment. Please upload your completed signature form below. The signature form can be downloaded by going to the top of this registration form.

Upload a File

Credits for adjustments to manufacturer recycling share

Manufacturer recycling shares are adjusted to provide credit to manufacturers that collect and recycle devices in Maine and for sales of devices that are EPEAT certified. To apply for credit, fill out the optional credit form and upload it below.

Upload a File

Your data has been saved.

Save and Continue Later Close

Submit to State

Version: 16.0.12

Currently logged in: Eric Gilbert (EGILBERT0001)

Server: Server_1

[Help](#) | [Logout](#)

FACILITY SELECTION

1 - Instructions

2 - Facility Selection

3 - Registration
Details

4 - Contacts

5 - Certification

6 - Payment

7 - Summary

Please Note

You may click on a previously visited page (above) to navigate back to that screen.

* Please select the year that you would like to make this submission for:

The list below shows a list of the facilities that you have listed in your profile. If you would like to make an electronic submittal for one of the listed facilities, please select the radio button and hit the *Continue* button.

*Select	Facility	Facility ID	Facility Type	Municipality	Address
☐	ACER AMERICA CORP	519026	ELECTRONICS MANUFACTURER	Out Of State	7575 IRVINE CTR DR, STE 150

Clicking a column title will sort the table by that column.

Please use this hyperlink to leave this service and add facilities to my profile using the [Facility Search](#) page.

* *Required*

[Continue](#)

[My Workspace](#)

[User Profile](#)

[Certifications](#)

[Payments](#)

[Documents and Forms](#)

[Permit Folder](#)

[NJDEP Online FAQs](#)

Version: 16.0.12

Currently logged in: Eric Gilbert (EGILBERT0001)

Server: Server_1

519026

ACER AMERICA CORP

[Help](#) | [Logout](#)

REGISTRATION DETAILS

1 - Instructions

2 - Facility Selection

3 - Registration
Details

4 - Contacts

5 - Certification

6 - Payment

7 - Summary

Please Note

You may click on a previously visited page (above) to navigate back to that screen.

Note: Please use 'Other' type if you manufacture monitors, portable computers, laptop computers and personal computers.

*Type	*Brand Name	Remove
Other Electronic Device ▼	Acer	
Other Electronic Device ▼	Gateway	
Other Electronic Device ▼	AOPEN	
Other Electronic Device ▼	GrandPad	

[Add Row](#)

* Required

[Continue](#)

[My Workspace](#)

[User Profile](#)

[Certifications](#)

[Payments](#)

[Documents and Forms](#)

[Permit Folder](#)

[NJDEP Online FAQs](#)

Version: 16.0.12

Currently logged in: Eric Gilbert (EGILBERT0001)

Server: Server_1

519026

ACER AMERICA CORP

[Help](#) | [Logout](#)

Contacts

For International Addresses or phone numbers

Please use Address Line 2 for the International State or Province information, the regular State dropdown for the Country and the Comments field for phone number. Also, entering an address outside the US in this Contacts screen will not allow billing for payment later in this service. Payment by eCheck will be required.

1. Responsible Party

1. Responsible Party

Note: Selecting an option below will replace all information for this contact.

☐ Save to My Favorite Contacts

▼

*First Name:
Middle Initial:
*Last Name:
Title:
*E-Mail Address:
*Confirm E-Mail:
*Organization Name:
*Organization Type: ▼

*Address Line 1:
Address Line 2:
Address Line 3:
*County: ▼
*City:
*State: ▼
*Zip Code:

* At least 1 phone number is required.

*Type	*Contact Number (must be 10 digits)	Extension	Comments	Remove
Work Phone Number ▼	(949) 471-7774			

[Add Number](#)

* Required

Note: Please enter contact information on ALL required tabs before clicking Continue.

[Save](#)

[Continue](#)



Melanie Weitzel

Oregon

Manufacturer: Acer America Corporation**Form Version:** 2025 Oregon E-Cycles Registration**Due Date:** 12/31/2024*Your data has been saved.*

Company Data

Company Name: Acer America Corporation
Address: 1730 North First Street, Suite 400
San Jose, CA 95112
Country: United States
Phone: (408) 533-7700
Website: www.acer.com/us

Primary Contact

Organization: Acer America Corporation
Name: Eric Gilbert
Title: Senior Manager, Environmental, Social & Governance
Address: 7575 Irvine Center Drive
Suite 150
Irvine, CA 92618
Country: United States
Phone: 9494717774
Phone Ext:
Email: eric.gilbert@acer.com
Fax:

Billing Contact

Organization: Reverse Logistics Group Americas,
Name: Mark Hydzyk
Title: Finance Manager
Address: 190 Middlesex Turnpike
Suite 206
Iselin, NJ 08830
Country: United States
Phone: 732-710-3336
Phone Ext:
Email: AP@rev-log.com
Fax:

Additional Contacts

Name	Address	Email	Phone	Ext	Fax	Description
Melanie Weitzel		acer@rev-log.com	510-305-2011			RLGA will perform compliance activities on behalf of Acer

Brand Information

Brand Name	Product Type	Ownership	Sold From	Sold To	Smallest Screen Size Sold	Largest Screen Size Sold	Comments
Acer	Computer Monitor	Brand Owner	1/1/1976	Current	15.00	30.00	
Acer	Desktop Computer	Brand Owner	1/1/1976	Current			
Acer	Desktop Printer or Desktop Printing Multi Function Device	Brand Owner	1/1/1999	12/1/2002			Fotoprisa
Acer	Laptop/Notebook Computer	Brand Owner	1/1/1976	Current	10.00	17.00	

Acer	Tablet	Brand Owner	1/1/2011	Current	7.00	10.00	
Acer	Television	Brand Owner	7/1/2010	12/31/2011	24.00	32.00	
ALR	Computer Monitor	Brand Owner	1/1/1985	1/1/1985	15.00	20.00	
ALR	Desktop Computer	Brand Owner	1/1/1985	1/1/1985			
AOPEN	Computer Monitor	Brand Owner	8/28/2018	Current	24.00	32.00	
AOPEN	Desktop Computer	Brand Owner	1/1/2017	Current			Sold to commercial consumers only
AOPEN	Tablet	Brand Owner	1/1/2017	Current	15.00	22.00	Sold to commercial consumers only
Emachines	Computer Monitor	Brand Owner	1/1/1998	12/31/2012	15.00	24.00	
Emachines	Desktop Computer	Brand Owner	1/1/1998	12/31/2012			
Emachines	Laptop/Notebook Computer	Brand Owner	1/1/1998	12/31/2012	10.00	17.00	
Gateway	Computer Monitor	Brand Owner	10/31/1998	Current	15.00	30.00	
Gateway	Desktop Computer	Brand Owner	10/31/1998	Current			
Gateway	Laptop/Notebook Computer	Brand Owner	10/31/1998	Current	10.00	17.00	
Gateway	Tablet	Brand Owner	4/1/2021	Current	8.00	10.00	
Gateway	Television	Brand Owner	1/1/2002	12/1/2006	32.00	42.00	
Gateway 2000	Computer Monitor	Brand Owner	9/5/1985	10/31/1998	14.00	21.00	
Gateway 2000	Desktop Computer	Brand Owner	9/5/1985	10/31/1998			
Gateway 2000	Laptop/Notebook Computer	Brand Owner	9/5/1985	10/31/1998	10.00	17.00	
GrandPad	Tablet	Brand Owner	1/1/2017	Current	8.00	8.00	

Registration is required annually.

The registration period for calendar year 2025 opens in October and must be completed by Dec. 31, 2024.

Be advised, changes in manufacturer obligations are coming to Oregon E-Cycles Program beginning Jan. 1, 2026. For more information visit the Oregon E-Cycles web page.

Manufacturers of computers (which includes all-in-ones, laptops and tablets), monitors, TVs and desktop printers (excluding 3-D printers) are required to register if they either:

- Will sell or offer for sale their covered devices in or into Oregon in 2025
- Their brands of covered devices were sold in or into Oregon in 2024 and are not registered for 2025 by another manufacturer.

Manufacturers who do not meet either of these criteria are no longer required to register even if their covered devices have been or are returned for recycling through Oregon E-Cycles.

Registration fees are NOT due at this time. Registration fees are assessed on the following timeline:

- January - February 2025 - DEQ requests market share information from registered manufacturers.
- March 2025 - DEQ notifies manufacturers of their preliminary registration fee and tier assignments.
- May 2025 - DEQ issues registration fee invoices. Payment is due July 1, 2025.

For the purpose of Oregon E-Cycles, a manufacturer includes any entity that:

- Manufactures covered devices under a brand that it owns or is licensed to use (unless the license is to manufacture covered devices for delivery exclusively to or at the order of the licensor);
- Sells covered devices manufactured by others under a brand that the seller owns;
- Manufactures covered devices without affixing a brand;
- Manufactures covered devices to which it affixes a brand that it does not own; or
- On whose account covered devices are imported into the US (unless at the time the covered devices were imported they were registered by another manufacturer.)

Manufacturers must register with DEQ before their covered devices are permitted to be sold in Oregon. This restriction applies to all sales methods including retail, catalog, phone and internet sales. **Both current and former manufacturers that fail to comply with Oregon E-Cycles requirements may be subject to penalties as outlined in ORS 459.995.**

Certification Statement

* The manufacturer identified on this form agrees to accept DEQ invoices sent to the mailing address or email address provided on this form. The manufacturer also agrees to accept as legally sufficient the services of all documents sent to the mailing address or email address provided on this form, as checked below (select one option):

- ☐ Primary Contact
- ☐ Billing [Fee] Contact (If different from Primary Contact.)
- ☒ Primary Contact and Billing Contact
- ☐ Primary Contact (all documents except invoices) and Billing Contact (invoices only)

By clicking the 'submit' button I certify to the best of my knowledge, that the information provided on this form is accurate and complete based on records maintained by this company. The records will be made available to the Oregon Department of Environmental Quality for auditing purposes, if requested.

In addition, I acknowledge and agree that I am transmitting this registration from containing my 'electronic signature', as that term is defined in applicable federal and state laws, which shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Your data has been saved.

[Save and Continue Later](#)

[Close](#)

Submit to State



Melanie Weitzel

Rhode Island

Manufacturer: Acer America Corporation**Form Version:** 2025**Due Date:** 11/15/2024*Your data has been saved.*

View	Application for Independent Plan
View	Collector/Recycler Registration Form
View	Signature Form

Company Data

Company Name: Acer America Corporation

Address: 1730 North First Street, Suite 400
San Jose, CA 95112

Country: United States

Phone: (408) 533-7700

Website: www.acer.com/us

Primary Contact

Organization: Acer America Corporation

Name: Eric Gilbert

Title: Senior Manager, Environmental, Social &
GovernanceAddress: 7575 Irvine Center Drive
Suite 150
Irvine, CA 92618

Country: United States

Phone: 9494717774

Phone Ext:

Email: eric.gilbert@acer.com

Fax:

Billing Contact

Organization: Reverse Logistics Group Americas,

Name: Mark Hydzik

Title: Finance Manager

Address: 190 Middlesex Turnpike
Suite 206
Iselin, NJ 08830

Country: United States

Phone: 732-710-3336

Phone Ext:

Email: AP@rev-log.com

Fax:

Additional Contacts

Name	Address	Email	Phone	Ext	Fax	Description
Melanie Weitzel		acer@rev-log.com	510-305-2011			RLGA will perform compliance activities on behalf of Acer

Brand Information

Brand Name	Product Type	Ownership	Sold From	Sold To	Smallest Screen Size Sold	Largest Screen Size Sold	Comments
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Acer	Desktop Computer	Brand Owner	1/1/1976	Current			

Acer	Laptop/Notebook Computer	Brand Owner	1/1/1976	Current	10.00	17.00	
Acer	Tablet	Brand Owner	1/1/2011	Current	7.00	10.00	
Acer	Television	Brand Owner	7/1/2010	12/31/2011	24.00	32.00	
ALR	Computer Monitor	Brand Owner	1/1/1985	1/1/1985	15.00	20.00	
ALR	Desktop Computer	Brand Owner	1/1/1985	1/1/1985			
AOPEN	Computer Monitor	Brand Owner	8/28/2018	Current	24.00	32.00	
AOPEN	Desktop Computer	Brand Owner	1/1/2017	Current			Sold to commercial consumers only
AOPEN	Tablet	Brand Owner	1/1/2017	Current	15.00	22.00	Sold to commercial consumers only
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Gateway	Computer Monitor	Brand Owner	10/31/1998	Current	15.00	30.00	
Gateway	Desktop Computer	Brand Owner	10/31/1998	Current			
Gateway	Laptop/Notebook Computer	Brand Owner	10/31/1998	Current	10.00	17.00	
Gateway	Tablet	Brand Owner	4/1/2021	Current	8.00	10.00	
Gateway	Television	Brand Owner	1/1/2002	12/1/2006	32.00	42.00	
Gateway 2000	Computer Monitor	Brand Owner	9/5/1985	10/31/1998	14.00	21.00	
Gateway 2000	Desktop Computer	Brand Owner	9/5/1985	10/31/1998			
Gateway 2000	Laptop/Notebook Computer	Brand Owner	9/5/1985	10/31/1998	10.00	17.00	

Guidance Document

RI DEM Office of Land Revitalization and Sustainable Materials Management Guidance for Completing the RI Registration Form for Manufacturers of Covered Electronic Products (CEPs)

DEADLINE: \$5,000 Registration fee is due November 15, 2024 for Program Year 2025 (January 1 - December 31, 2025).

This document is not a substitute for the legal requirements of applicable statutes.

Link to [The Rhode Island Electronic Waste Prevention, Reuse and Recycling Act](#)

Introduction:

Over time, we have made the following changes based on input from industry.

Reporting	Independent Programs Worked with RI DEM to Create Quarterly Report Template
+/-10% Rule	Manufacturers' can carry over a 10% debit or credit each year without penalty.
5% Rule	An individual OEM with less than 5% Market or Return Share can form a group to rise above the necessary benchmark to qualify to have a private program.
Fee Rule	Only OEMs above <i>De Minimus</i> Quantity as defined by another State Agency, are required to pay the \$5K registration fee.

What is a RI Covered Electronic Product, CEPs? Is my product covered? How can I find out?

Please refer to RI's E-waste Law for a complete list of all applicable definitions describing products covered by this program--both computers, televisions, and derivations thereof with screens 9 inches or larger measured diagonally.

For a determination of whether a product would be in the program, contact Alyson.Brunelli@dem.ri.gov.

Who Must Register with RI Department of Environmental Management (RIDEM)?

All manufacturers of **Covered Electronic Products (CEPs)** as defined in RI's Electronic Waste Law who offer their brands for sale in RI, must register with the RI DEM on the Electronics Recycling Coordination Clearinghouse's (ERCC) website www.ecycleregistration.org.

If a manufacturer sells in RI but is not on the RIRRC List, it must register annually by November 15th and all responsibilities for RI will have been concluded for the previous calendar year.

How does a Manufacturer Know if it is Required to Participate in RI's E-waste Product Stewardship?

Letters are sent in the Fall and an RIRRC List with allotments greater than the *de minimus* quantity, triggering participation in RI's program is uploaded and maintained for the following calendar year.

Brand/CEP Information

In the table provided in the ERCC Registration Website, list all the Manufacturer's brands for which the Manufacturer has legal responsibility. Also include in the table the corresponding type of CEP by Manufacturer brand and indicate whether it is a *historical brand*, or a *brand still being manufactured and sold*.

State Plan Program Information

At the time of registration, Manufacturers shall indicate whether they wish to join the State Takeback Program. In the Spring, each Manufacturer in the State Plan will be billed for \$0.27 Lb.

Private Plan Program Information

Manufacturers, choosing to implement their own **Individual Manufacturer Program** must have 5% or greater of the Market or Return shares and submit a detailed implementation plan on a template provided by RIDEM for approval along with the registration, signature form and fee. Manufacturers with less than 5% of either market or return shares may combine with other manufacturers such that the combined market and return shares are greater or equal to 5% to form a **Group Manufacturer Program**.

Contact Alyson.Brunelli@dem.ri.gov for a template to apply for a new Independent Plan in RI.

Approved Group Private Plans - Renewal

For Manufacturers that were part of a **Manufacturer Program** or a **Group Manufacturer Program** in a previous year, if the plan was approved and the takeback program collected the required shares without any compliance issues, RIDEM may approve the renewal of that **Manufacturer Program** or **Group Manufacturer Program** for an additional 1 to 2 years or more.

Collector & Recycler Registration

All Collectors and Recyclers taking part in private programs must be registered with RIDEM before they begin collecting in RI. Any amount of CEP's found to be collected from an unregistered collector will not count towards the program's allotted shares.

Signature/Certification Pages for Collectors and Recyclers can be found in the documents section of EcycleRegistration.

Certification & Signature

After the manufacturer's registration form is complete, the Signature/Certification Form (now included as part of the EcycleRegistration process) must be electronically signed and then a check for 2025 must be mailed by November 15th. A signature certifies that you are familiar with the information submitted in the registration form, and that it is true, accurate, and complete.

The operating conditions must be approved by RI DEM before January 1 of the Program Year for the current independent programs. Without approval, manufacturers will participate in the State Program.

For questions regarding RI's E-waste Law, please contact Alyson Brunelli, RI DEM at alyson.brunelli@dem.ri.gov.

Section 1: Registration and Fee Information

All manufacturers of Covered Electronic Products shall complete this annual registration form through the EcycleRegistration system.

Manufacturers with Market or Return Share above a de minimus quantity will be notified by RIRRC and RI DEM that in addition to their form in the EcycleRegistration system, they must MAIL a check for the annual \$5,000 registration fee to RIDEM. Said manufacturers shall also take part in a statewide collection program of their shares or e-waste.

Manufacturers are responsible for checking the RIRRC website to verify they are not participating in the program.

Please note that the annual \$5,000 registration fee is non-refundable and must be paid by check. The registration will not be processed without receipt of the applicable fee and completed signature form (below).

Checks must be made payable to: RI DEM – Environmental Response Fund

Checks must be submitted and mailed to:
RI Department of Environmental Management
Office of Management Services
235 Promenade Street
Providence, RI 02908

RIDEM's Tax Identification Number: 056000522

Section 2: Recycling Plan Information

Manufacturers with Market or Return Share listed on RIRRC's E-waste Website must take part in a statewide private takeback program, group private takeback program or state takeback program to recycle their share of Covered Electronic Products at the end of life. Independent Private Manufacturer Programs or Group Manufacturer Programs must submit a detailed implementation plan on a template provided by RIDEM to RIDEM in accordance with R.I.G.L. 23-24.10-9 and the accompanying guidance. Please note that not all manufacturers are eligible to participate in a Private Manufacturer Program – refer to R.I.G.L. 23-24.10-9(g) and the accompanying guidance for additional information.

Plans are due November 15th. Any plan submitted after November 15th will not be reviewed and the manufacturers will take part in the state program.

Previously accepted plans may be renewed for one to two years if they do not require modifications.

Note: In accordance with R.I.G.L. 23-24.10-9(c), all manufacturer plans must include a statement concerning exceedances and exemptions under the RoHS Directive.

* Please indicate which collection & recycling program you intend to use for Program Year 2025:

- ☐ Exempt
- ☒ State Program (as administered by the RI Resource Recovery Corporation)
- ☐ Your Own Manufacturer Program
- ☐ Group Manufacturer Program - Dynamic
- ☐ Group Manufacturer Program - MRM
- ☐ Group Manufacturer Program - ERI

Signature Form

Manufacturers who do not receive notification from RIDEM and RIRRC that they have Market or Return Share and are not listed on the RIRRC Ewaste website, are not required to submit this form.

Any manufacturer selling Covered Electronic Products (CEPs) in RI as defined by RIGL 23.24-10 must register on the EcycleRegistration website. Those brands will be listed on the DEM website. Only manufacturers listed on RIRRC's E-waste website must submit a completed copy of this Signature Form as part of their completed registration. RIRRC listed manufacturers must:

- 1) Register here on the EcycleRegistration website
- 2) Participate in RI's Collection Program and handle your allotted shares of e-waste.
- 3) Pay a fee of \$5,000 to RI DEM. Please note that RIDEM is unable to accept payments electronically at this time, so while registration forms may be submitted through EcycleRegistration, checks must be mailed to:

RI Department of Environmental Management
Office of Management Services
235 Promenade Street, Suite 340
Providence, RI 02908

Checks must be made payable to: RI DEM – Environmental Response Fund

**Note: Independent plans may pay on behalf of their partner OEMs.
OEMs in the state program are still required to send in a check.*

Any OEM not registered by November 15, 2024, for Program Year 2025 will automatically be placed in the State Program.

Questions should be directed to Alyson Brunelli, RIDEM at Alyson.brunelli@dem.ri.gov.

By electronically signing and submitting this Signature Form to RIDEM, I hereby certify that I am familiar with the information submitted in this registration, and the submitted information is true, accurate and complete to the best of my knowledge and belief. This registration, the accompanying guidance, a link to RI's electronic waste law, and all documents/information relevant to RI's electronic waste program can be found on the RIDEM E-waste Website.

I agree and understand that by signing this electronic Signature Form that this electronic signature is the legal equivalent of my handwritten signature and I consent to be legally bound to this agreement.

* Signature:

Eric Gilbert

* Title:

Senior Manager, Environmental, Social, & Governance

* Date:

11/15/2024

Your data has been saved.

Save and Continue Later

Close

Submit to State

NCER

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July 31, 2024

Doug Hansen
Director, Division of Waste Management and Radiation Control
Utah Department of Environmental Quality
PO Box 144880
Salt Lake City, UT 84114-4880

Submitted to: dwmrcsubmit@utah.gov

Re: CTA filing for §19-6-1203 – Electronic Waste Disposal Report

Dear Mr. Hansen:

Consistent with the requirements of Utah Code Section 19-6-1203, the Consumer Technology Association (CTA) submits this Electronic Waste Disposal Report for 2024 on behalf of the companies shown Appendix 1 below. This report covers collections from August 1, 2023, through July 31, 2024.

C T A i s a t r a d e a s s o c i a t i o n r e p r e s e n t i n g t h e N o
involved in the design, development, manufacturing, distribution, and integration of consumer
technology products. For many years, CTA has supported and advanced electronics recycling as
p a r t o f t h e c o m m i t m e n t t o e n v i r o n m e n t a l s u s t a i n a b i l i t y .

Electronics Recycling Opportunities in Utah: Current consumer electronics recycling opportunities in Utah include both mail-back programs and physical collection sites. Eligible mail-back programs in the state of Utah are offered by numerous companies including: Electronics Recycling Opportunities in Utah: **3PI Tech** (free for all Dremel-branded products), **Acer America Corporation** (free for all Acer-branded products), **Amazon.com Services LLC** (free for all Amazon Services branded products), **Apple** (free for all Apple products and eligible third-party devices), **Brother International Corporation** (free for all Brother-branded products), **Canon U.S.A., Inc.**, **Dell Technologies** (free for all Dell-branded products), **Dynabook Americas** (free for all Dynabook-branded products), **Elite Lux**, **Funai Corporation Inc.** (free for all Funai-Branded and Licensed products), **HP Inc.** (free for HP branded products, other brands directed to Best Buy stores), **Hisense USA Corporation** (free for all Hisense-branded products), **JVCKENWOOD USA Corporation** (free for JVCKENWOOD-branded products), **Kensington** (free for Kensington branded products), **Kyocera Document Solns America** (free for all Kyocera-branded products), **LG Electronics USA, Inc.** (free for LG-branded products), **Logitech Inc.** (free for all Logitech-branded products), **Microsoft Corporation** (free for Microsoft-branded devices), **MSI** (free for all MSI-branded products), **Nintendo of America Inc.**, **Nook Digital LLC** (free for all Nook-branded products), **OkiData** (free for all OkiData-branded products), **Panasonic**

Corporation of North America (free for all Panasonic-branded products), **Samsung Electronics America, Inc.** (free for all Samsung-branded products), **Sony Electronics Inc.** (free for all Sony-branded products), **Sunbrite TV LLC** (free for all Sunbrite-branded products), **TCL North America** (free for all TCL-branded products), **TCT Mobile** (free for all TCT Mobile Venturer-branded products), **VIZIO, Inc.** (free for all VIZIO-branded products), **VOXX International** (free for all VOXX-branded products), and **Walmart** (free for all Walmart-branded products).

Appendix 2 below indicates ongoing collection locations that accept consumer electronics from the public for recycling. Event-based collections have also proved successful in Utah over the years, but we do not include them in the enclosed address list. Note that not all locations collect all consumer electronic products, but this includes locations that accept televisions, computer equipment, and/or peripherals.

The consumer electronics industry is committed to supporting responsible electronics recycling. If we can provide any additional information, please do not hesitate to contact me at walcorn@cta.tech and Dan Moyer at dmoyer@cta.tech.

Sincerely,

Walter Alcorn
Vice President, Environmental Affairs and Industry Sustainability
Consumer Technology Association

Enclosures

APPENDIX 1 – Companies and Their Public Education Websites

Company Name	Public Education Website
3PI Tech Solutions	http://www.mrmrecycling.com
Acer America Corporation	https://www.acer.com/us-en/about/recycling
Amazon.com Services LLC	http://www.mrmrecycling.com
Apple	https://www.apple.com/shop/trade-in
Best Buy	http://www.bestbuy.com/recycling
Brother International Corporation	https://www.brother-usa.com/environmental-programs
Canon U.S.A., Inc.	usa.canon.com/recycling-programs
Dell Technologies	www.dell.com/recycling
Dynabook Americas	http://www.mrmrecycling.com
Elite Lux	http://www.mrmrecycling.com
Funai Corporation Inc.	http://www.mrmrecycling.com
Hisense USA Corporation	http://www.mrmrecycling.com
HP Inc.	http://www.hp.com/recycle
JVCKENWOOD USA Corporation	http://jvcproducts.com/
Kensington	http://www.mrmrecycling.com
Kyocera Document Solns America	http://www.mrmrecycling.com
LG Electronics USA, Inc.	www.lgrecyclingprogram.com
Logitech Inc	http://www.mrmrecycling.com
Microsoft Corporation	https://www.microsoft.com/en-us/legal/compliance/recycling
MSI	http://www.mrmrecycling.com
Nintendo of America Inc.	https://en-americas-support.nintendo.com/app/answers/detail/a_id/10276/~/nintendo-product-recycling
Nook Digital, LLC	http://www.mrmrecycling.com
Okidata	http://www.mrmrecycling.com
Panasonic Corporation of North America	http://www.mrmrecycling.com/https://na.panasonic.com/https://na.panasonic.com/us/computers-tablets-handhelds/toughbook-services/replacement-recycle-services
Samsung	Samsung.com/recycling https://www.oemtakeback.com https://www.ubreakifix.com/locations
Sony Electronics, Inc.	www.sony.com/ecotrader
Sunbrite TV LLC	http://www.mrmrecycling.com
TCL North America	http://www.mrmrecycling.com
TCT Mobile	http://www.mrmrecycling.com
TTE Technology, Inc. dba TCL North America	http://www.mrmrecycling.com
VIZIO, Inc.	https://www.vizio.com/en/environment
VOXX International	http://www.mrmrecycling.com

Walmart	http://www.mrmrecycling.com
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APPENDIX 2 – Utah Electronics Recycling Collection Site List

Collection Site	Street Address	City	Zip Code
Best Buy	763 W Grasslands Dr	American Fork	84003
Apple Store - Station Park	148 N. East Promontory	Farmington	84025
Wasatch Integrated Waste Management District	1997 E. 3500 North	Layton	84040
Best Buy	1475 N Main St	Logan	84341
Staples	1427 North Main Street	Logan	84341
Apple Store - Fashion Place	6191 S. State Street	Murray	84107
Best Buy	5181 S State St	Murray	84107
Best Buy	1093 W Riverdale Rd	Ogden	84405
Staples	4043 Riverdale Rd	Ogden	84405
Best Buy	309 E University Pkwy	Orem	84058
Staples	336 E University Pkwy	Orem	84058
Best Buy	1209 Center Dr	Park City	84098
Staples	6543 N Landmark Dr	Park City	84098
Staples	971 S University Dr	Provo	84601
Apple Store - City Creek Center	50 S. Main Street	Salt Lake City	84101
Best Buy	261 W 2100 S	Salt Lake City	84115
Salt Lake County Landfill	6030 W California Ave	Salt Lake City	84104
Best Buy	35 E 11400 S	Sandy	84070
Staples	245 Red Cliffs Drive	St George	84790
Best Buy	844 W Telegraph St	Washington	84780
Best Buy	7643 Jordan Landing Blvd	West Jordan	84084

EQUALIS Resellers List

Company	State	Exclusions	Name	Email	Email 2
Howard Technology Solution	All	CA	Brandey Boyd	bboyd@howard.com	
Connection	All		Samantha Jarok	samantha.jarok@connection.com	rick.wood@connection.com
Vivacity Tech	All		Beth Rogness	contracts@vivacitytech.com	
OETC	All		Stephen Yamada	syamada@netc.org	
Staples	All		Michael Mayberry	Michael.Mayberry@Staples.com	
SHI International	All		Katie Grennan	Katie_Grennan@SHI.com	Amelia_Jakubczyk@shi.com
OmniPro LLC	All	WA	Roshan Silva	roshan@omniprolc.com	
CDW Government. LLC	ALL		Yadira Parra	yadira.parra@cdwg.com	nelsnar@cdw.com
Bluum USA Inc	All	CA	Shalane Wick, primarily use contracts email	contracts@bluum.com	shalane.wick@bluum.com
Camcor	All		Rodney Bailey	rbbailey@camcor.com	mdickerson@camcor.com



America's Greatest Workplaces for Diversity 2025

As companies in the United States continue to navigate the evolving dynamics of the workplace, diversity remains a cornerstone of organizational success and social responsibility. Many employers are fostering environments that include people from a wide spectrum of backgrounds, age groups, races, genders and sexual orientations. This commitment to diversity is good for business. Research suggests nearly 80 percent of U.S. workers believe it's important for companies to foster an inclusive culture.

Diversity also plays a crucial role in attracting and retaining talent as people, particularly younger generations, look to join and stay at companies where they feel seen and valued. However, as diversity becomes a buzzword, it can be challenging for job seekers, customers, employees and potential business partners to distinguish which companies truly walk the talk.

Newsweek and Plant-A Insights Group are proud to present America's Greatest Workplaces for Diversity 2025. This ranking honors companies that respect and value diversity, as reflected in the feedback from their employees and our rigorous research methodology.

Our evaluation combines public data, insights from HR professionals, and responses from an anonymous survey of a diverse employee pool across U.S.-based companies.

The companies recognized on our list represent a range of industries. From finance giants like Jack Henry & Associates to health care leaders like Centene, these are companies committed to building inclusive workplaces.

We hope this list serves as a valuable guide to workplaces that truly champion diversity in all its forms.

Nancy Cooper
Global Editor in Chief

NEWSWEEK

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Newsweek will be represented by Plant-A Insights Group regarding all licensing and methodology questions. [Are you on the list? Click here, to claim your award.](#)

America's Greatest Workplaces for Diversity 2025

Search



Star Rating	Company	Employees	Size Category	Industry	Revenue	HQ	Year Founded
★★★★½	22nd Century	5k-20k	Large Size Company	Professional Services	100m to 1b	New Jersey	1997
★★★★	24 Hour Fitness	20k+	Enterprise	Entertainment Providers	1b to 5b	California	1983
★★★★½	3M	20k+	Enterprise	Manufacturing	10b+	Minnesota	1902
★★★★★	A+E Networks	5k-20k	Large Size Company	Entertainment Providers	1b to 5b	New York	1984
★★★★★	AAA Travel	20k+	Enterprise	Hospitality	5m to 20m	Michigan	1902
★★★★★	AAR	5k-20k	Large Size Company	Airlines and Aviation	1b to 10b	Illinois	1955
★★★★★	AARP	1k-2.5k	Small Size Company	Civic and Social Organizations	1b to 5b	District of Columbia	1958
★★★★	Abacus Staffing Services	20k+	Enterprise	Staffing and Recruiting	100m to 1b	Maryland	1944
★★★★½	Abbott	20k+	Enterprise	Healthcare	10b+	Illinois	1888
★★★★½	AbbVie	20k+	Enterprise	Manufacturing	10b+	California	2012
★★★★½	ABC Supply Co. Inc	5k-20k	Large Size Company	Wholesale	10b+	Wisconsin	1982
★★★★	Abercrombie & Fitch	20k+	Enterprise	Retail	1b to 10b	Ohio	1892
★★★★	ABM	20k+	Enterprise	Professional Services	5b to 10b	New York	1909
★★★★	Abrazo Community Health Network	5k-20k	Large Size Company	Healthcare	100m to 1b	Arizona	2003
★★★★½	Abt Global	2.5k-5k	Mid Size Company	Professional Services	100m to 1b	Massachusetts	1965

Rating	Company	Employees	Size	Industry	Revenue	State	Founded
★★★★★	ACAC Fitness and Wellness Centers	1k-2.5k	Small Size Company	Entertainment Providers	5m to 100m	Virginia	1984
★★★★½	Acadia Healthcare	20k+	Enterprise	Healthcare	1b to 10b	Tennessee	2005
★★★★★	Acadian Ambulance Service	1k-2.5k	Small Size Company	Healthcare	100m to 1b	Louisiana	1971
★★★★★	AccentCare	20k+	Enterprise	Healthcare	1b to 10b	Texas	1999
★★★★½	Accenture	5k-20k	Large Size Company	Professional Services	1b to 10b	Virginia	1989
★★★★★	Access	1k-2.5k	Small Size Company	Technology, Information and Media	100m to 1b	Massachusetts	2004
★★★★½	Access DMC	1k-2.5k	Small Size Company	Professional Services	100m to 1b	California	1969
★★★★½	Access Healthcare	5k-20k	Large Size Company	Healthcare	100m to 1b	Texas	2011
★★★★★	ACCO Brands	5k-20k	Large Size Company	Manufacturing	1b to 10b	Illinois	1903
★★★★★	Accolade	1k-2.5k	Small Size Company	Entertainment Providers	100m to 1b	Washington	2007
★★★★½	Accu Staffing	20k+	Enterprise	Staffing and Recruiting	100m to 1b	New Jersey	1979
★★★★★	Accurate Home Care	1k-2.5k	Small Size Company	Healthcare	5m to 100m	Minnesota	2002
★★★★½	Ace Hardware	5k-20k	Large Size Company	Retail	1b to 10b	Illinois	1924
★★★★★	Acer	5k-20k	Large Size Company	Manufacturing	1b to 5b	California	2007
★★★★½	Acosta	5k-20k	Large Size Company	Retail	1b to 5b	Florida	1927
★★★★½	Action Behavior Centers	5k-20k	Large Size Company	Healthcare	100m to 1b	Texas	2016
★★★★½	AdaptHealth	5k-20k	Large Size Company	Healthcare	1b to 10b	Pennsylvania	2013
★★★★★	Addison Group	5k-20k	Large Size Company	Staffing and Recruiting	100m to 1b	Illinois	1999
★★★★½	Addus HomeCare	20k+	Enterprise	Healthcare	100m to 1b	Texas	1979
★★★★★	Adecco	20k+	Enterprise	Staffing and Recruiting	5b to 10b	Florida	1990
★★★★★	ADM	20k+	Enterprise	Manufacturing	10b+	Illinois	1902