

TERMS AND CONDITIONS

ATTENTION : PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE FOR POST WARRANTY EASY CARE MAINTENANCE AND RETAIN A HARD COPY FOR YOUR FUTURE REFERENCE. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS . IF YOU DO NOT ACCEPT THESE TERMS ("TERMS"), DO NOT USE THIS WEBSITE. (<http://apn.acer.co.in>)

1. Post Warranty Easy Care Maintenance Package

Acer India (Pvt) Limited, ("Acer India") guarantees the product purchased by you to be free from defects resulting from use of faulty parts or poor workmanship during its manufacture subject to terms of the limited Post Warranty Easy Care Maintenance

a) The registration document should be updated to Acer India immediately after purchase of pack and should reach within the base warranty period to Acer India for registration.

b) Acer India will repair or replace any defective spare part and correct the problem resulting from electronic failure free of charge. Acer India reserves the right to use reconditioned spare parts with performance parameters equal to those of new spare parts in connection with any services performed under Acer India's limited warranty.

c) All Acer India options/upgrades purchased with the notebook or later, will be governed by the warranty of the Acer India notebook. Any option purchased beyond the warranty of the base Acer India notebook will be under 90 days warranty from the date of its proof of purchase and will not be covered by the present terms and conditions of the Pack. The term option/upgrade shall mean the following:

2. Use of Acer India Web Site

Acer India authorizes you to view and download the materials at this website ("<http://apn.acer.co.in>) (site) only for your use provided that you retain all copyright and other proprietary notices contained in the original materials or on any copies of the materials. You may not modify the materials at this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose. Any use of these materials on any other website or networked computer environment for any purpose is prohibited. The materials at this Site are copyrighted and any unauthorized use of any materials at this Site may violate copyright, trademark, and other laws. If you breach any of these Terms, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

3. Disclaimers

a) Acer India obligations with respect to its products and services are governed solely by the agreements under which they are provided and nothing on this Site should be construed to alter such agreements. Acer further does not warrant the accuracy and

completeness of the materials, software or services at this Site. Acer may make changes to the materials and services at this Site, or to the products and prices described in them, at any time without notice. The materials and services at this Site may be out of date, and Acer makes no commitment to update the materials and services at this Site as and when applicable. Information published at this Site may refer to products, programs or services that are not available in India. Consult an Acer Authorized Service Centre for information regarding the products, programs and services that may be applicable to you.

b) The terms & conditions that apply to the specific product (including software if supplied by Acer India along with the or service purchased or licensed from an Acer electronic store or web site, those shall be agreed with Acer India at the time of purchase or licence and those will also be applicable to the specific product under the pack as set out below. By using, downloading, installing, copying, accessing the product, choosing the " I ACCEPT " option located on an adjacent screen where the agreement may be displayed, you as an end customer while owning the product will agree to the terms below. If you are accepting the terms on behalf of another person or a company or a legal entity, you represent and warrant that you have full authority to bind that person, company or legal entity to these terms. If you do not agree to these terms and delivery of the product or service is effected, do not use registration, copy or access the product or maintenance service and promptly return the product with proof of purchase to the party from whom you have acquired it and obtain a refund of the amount you paid, if any. If any discrepancy is observed during the transaction or post transaction till the Valid period, Acer India may terminate the service agreement without prior notice and may impose penalty to the concerned party on those transactions.

4. Post Warranty Easy Care Maintenance And Services

- a) The additional 1 year Post warranty services shall be same as the default 1- year return to bench.
- b) For support please contact our Toll Free Helpline call center at 1800 – 11- 6677 (reachable from BSNL and MTNL landline numbers) or 1800-3000-2237 (reachable from Reliance). Alternatively avail the SMS service by sending the laptop serial number, customer name and problem description to 9901676677.
- c) Battery pack being consumable will not be covered under this 1 year maintenance period. It is only restricted to the 1st year of base product warranty period.
- d) 1 year product support is valid and restricted to India only.
- e) For post warranty and support details please visit our website <http://www.acer.co.in/support/> or <http://apn.acer.co.in>.

5. Post Warranty Easy Care Maintenance And Services shall be rendered null and void if:

- a) The product is physically damaged.
- b) The product is modified, maintained or repaired by a party not

- authorized by Acer India.
- c) The product is installed, maintained and operated in ways other than as recommended by Acer India.
 - d) The product is becomes faulty or damaged due to improper electrical supply.
 - f) The model number, serial number or warranty stickers have been removed or tampered with.
 - g) A non-Acer India certified product (like RAM, HDD, etc) is added internally to the notebook.

6. Post Warranty Easy Care Maintenance And Service Limitations:

- a) **Pack Service** is not transferable from one user or customer to another after resale or transfer of ownership of the notebook.
- b) The Pack does not cover the replacement of the notebook as a unit.
- c) Acer India will not be responsible for loss of data on the notebook under any circumstances. Customers should take data backups before handing over the notebooks for servicing to Acer engineers or service centers.
- d) Any software that accompanied the Acer India notebook is on “as is” basis. Acer India does not warranty the operation of any of these software programs per-loaded on loaded to the Acer India notebook.
- e) Any service or repair or replacement not within the scope of Acer India’s warranty coverage shall be subject. to the rates and terms of the authorized Acer Customer Service Center (ACSC) performing such services.
- f) All third party accessories or peripherals, whether purchased as a part of the notebook or bundled with it, normally come with the prevailing supplier’s warranty and Acer India does not provide the warranty for such products.
- g) Acer India does not warrant error free or uninterrupted operation of the notebook.
- h) Acer India will be responsible for reloading support of Operating System for Notebooks supplied with factory preloaded OS. However Acer India will not be responsible for software patches and updates.

7.The Pack does not apply to the following.

- a) All plastic parts, chassis, hinges and cosmetic parts.
- b) Internal and external damages in the LCD screen for any reason.
- c) Key top damage in Keyboards.
- d) Motherboard, keyboard and other component failures due to liquid/water spillage.
- e) Motherboard with Pin Bent / Broken / Broken DC connector or Burnt near the Ports (e.g. – USB, Modem, LAN Port, Memory socket)
- f) CD’s, Manuals, Power chord, Cables, Carry case, battery and adapter.

- g) Software, Virus(Scan?), Non factory preloaded OS support.
- h) Physically damaged, burnt or spare parts exposed to .extreme weather or water/ corrosive liquids.
- i) Damages caused due to act of God and Force Majeure.

8. Except for the warranties set forth herein, Acer India disclaims all other warranties, express or implied or statutory, including, but not limited to the implied warranties or merchantability or fitness for particular purpose. Any implied warranties that may be imposed by applicable law are limited to the duration of this limited warranty. In no event shall Acer India be liable for any incidental, special or consequential damages, consequential human injury or loss, including, but not limited to loss of business, profits, data or use whether in an action .in tort or based on warranty arising out of or in connection with the use or performance of the product or any Acer supplied software which accompanies the product even if Acer has advised of the possibility of such damages.

9SOLE REMEDY

The customer agrees that repair or replacement of spares parts, as applicable, under the warranty services described herein are sole and exclusive remedies with respect to any breach of Acer India limited post warranty support set forth herein.

If any provision of this limited post warranty support is judged to be unenforceable or illegal, the continuation of the other provisions will not be affected. This post warranty support will also not affect the customer's statutory right under the applicable Indian laws.

10. Any dispute or difference arising out of or in connection with the terms of this Pack or the performance of obligations thereunder shall be subject to the jurisdiction of the Courts in Bangalore only.