

**ACER SERVICE CORPORATION  
STANDARD TERMS OF SALE  
LAST UPDATED: 11/20/2020**

**[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 DISPUTE BETWEEN YOU AND ACER BY BINDING ARBITRATION. PLEASE SEE SECTION 16 BELOW.**

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services excluding any third party retail software (collectively, "Products") directly from Acer Service Corporation or any of its subsidiaries or affiliates ("Acer"), unless you enter into a separate written agreement with Acer. "Retail Software" shall be defined to mean any software sold as a standalone product not preinstalled or preloaded on a Product. Terms and conditions for sale of third party Retail Software are set forth in Section 13 below.

**THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY ACER IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER ACER'S RETURN POLICY. THIS AGREEMENT INCORPORATES THE ACER AMERICA CORPORATION LIMITED WARRANTY AGREEMENT BY REFERENCE. PURCHASES ARE LIMITED TO THE UNITED STATES AND CANADA.**

**1. Limited Warranty**

Unless otherwise stated in the item description, all items purchased via the Acer Store carry a limited warranty from the date of purchase. Please refer to the Acer America Corporation Limited Warranty Agreement located at <https://store.acer.com/en-us> for the term of your limited warranty. To the fullest extent permitted by law, Acer expressly disclaims any additional warranties or guaranties, including any implied warranties and warranties of merchantability, fitness for a particular purpose or non-infringement.

**2. Pricing, Availability and Errors**

Advertised prices are in U.S. dollars (unless otherwise noted) and exclude shipping, handling, taxes, and currency exchange fees (unless otherwise noted)Acer collects and remits sales tax and other fees (e.g. waste recycling fees) as required by law. Stated prices do not include these taxes and fees and these will be added to your order total. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Acer reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted regardless of whether or not the order has been confirmed and or payment received. This includes, but is not limited to, pricing errors and unintentional misrepresentations of availability and/or product attributes. To the fullest extent permitted by law, Acer reserves the right to cancel orders where errors, mistakes or omissions are discovered.

**3. Order Acceptance/Confirmation**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. To the fullest extent permitted by law, Acer reserves the right at any time after receipt of order to accept or decline an order for any reason. The Acer Store begins processing accepted orders immediately and is therefore unable to accept order cancellation requests once you have received an order confirmation.

**4. Order Limitations/Limited Quantities**

Acer reserves the right to reject any order placed, and/or or to limit or cancel quantities on any order purchased per person, per household or per order, without giving any reason. These restrictions may include orders placed by the same Acer Web site account, the same credit card, and orders that use the same billing and/or shipping address. If Acer makes a change to an order or rejects an order, Acer will attempt to notify you by contacting the e-mail address and/or billing address provided when the order is placed. Products and support acquired by you under these Terms of Sale are solely for your personal use and not for immediate resale or sub-licensing.

**5. Paying for Your Order**

We accept all forms of major credit/debit cards for payment.

## 6. Order Cancellations and Refunds

If you are not fully satisfied with your purchase, you may return it in accordance with Acer's Return Policy. If you have already been charged for a purchase and the order is canceled by Acer, upon receipt of your full return, Acer will issue a credit or refund of the purchase price paid, less deduction for shipping and handling charges, non returned or missing parts, depreciation and/or other non-cancellable charges. ORIGINAL SHIPPING AND HANDLING, DELIVERY AND SIMILAR FEES (EXCLUDING RELATED SALES TAXES) ARE CONSIDERED SERVICES ALREADY CONSUMED AND ARE THEREFORE NOT REFUNDABLE. In addition, unless the product is defective or the return is a direct result of an Acer error, Acer may charge a restocking fee of up to 25% of the purchase price paid, plus any applicable sales tax. Individual bank policies will dictate when this amount is credited to your account.

## 7. Shipping and Title

Shipping, handling and tax are additional unless otherwise expressly indicated at the time of sale. Costs for shipping and handling vary from product to product. Title to product passes from Acer to you upon shipment to you. Loss or damage that occurs during shipping by a carrier selected by Acer is Acer's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify Acer within 15 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide Acer with a valid and correct tax exemption certificate applicable to your purchase of product and product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping and delivery dates are estimates only. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You agree that you will be bound by such license agreement. See Software Information below.

## 8. Service and Support

Service offers may vary from Product to Product. Service and support are provided in accordance with the Acer Limited Warranty Agreement that is provided with the product. If you purchased an extended service plan, such as the Acer Extended Service Plan, please refer to the service plan for coverage, duration and terms of service. Services may be performed by third parties.

## 9. Acer Return Policy for Online Purchases

All items offer a 15-day return policy beginning on the item delivery date. Before returning a product, you MUST first contact Acer customer service and obtain a return merchandise authorization (RMA) number before the end of the applicable return period. Acer will not accept returns without an RMA number. To request an RMA number go to Acer Store at <http://us-store.acer.com/> for instructions. NOTE: You must ship the product to Acer within 5 days of the date that Acer issues the RMA number and MUST follow these steps:

- Ship back all products you are seeking to return to Acer and for which you received an RMA number. Returned Products must be in the same condition as you received them. In addition to the restocking fee, a fee may be charged for any Product returned without original packaging, missing parts or manuals, or otherwise not in like-new saleable condition. You must return all pre-loaded software with the Product to obtain a refund for the Product, and you may only return pre-loaded software if you choose to return the product. You may return other software only if the package has not been opened. Acer will not accept for return any Products not purchased through the Acer Store at <https://store.acer.com/en-us>. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment.
- Ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of your full return, Acer will issue a credit or a refund in accordance with Order Cancellations and Refunds set forth above.

## 10. Trademark and Copyright

The Acer name, logo, branding elements, websites and promotional materials are subject to various trademark and copyright protections. See <http://us.acer.com/ac/en/US/content/legal> for details. Acer reserves all rights.

## 11. User Responses.

Any information or materials or idea you transmit to or post on Acer web sites will be regarded as non-confidential and non-proprietary and treated in accordance with Privacy Guideline. You are prohibited from posting or transmitting to or

from this site any unlawful, threatening, libelous, defamatory, obscene or pornographic material, profane material or other material that would violate any law. Acer may, but is not obligated to, monitor user responses that are posted on this site and Acer disclaims any liability related to the content of any communications from any user.

## **12. Privacy**

Information submitted to Acer (including via the placement of an order or the submission of an inquiry) is subject to Acer's privacy policy available at <http://us.acer.com/ac/en/US/content/privacy>. Acer will maintain and use your customer information in accordance with its Privacy Policy.

## **13. Software Information**

Use of any software is licensed to you (and not sold to you) and is subject to the license terms in the software license agreement that accompanies or is provided with the software, whether presented to you preinstalled or preloaded on your Product and delivered to you during your download process or software installation process ("License Terms"). You may not download, use or install the software until you have read and accepted the License Terms. Some software that is bundled with systems may differ from its retail version (if available) and may not include user manuals or all program functionality. Any rights of return and/or refund under these Terms and any applicable returns policy DO NOT APPLY to Retail Software (if available). Except to the extent expressly provided by us in writing, or under the relevant License Terms, software is provided "as is" without any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to software installation, configuration or error/defect correction. You are advised to refer to the License Terms with regards to determining your rights against a manufacturer, licensor or supplier of the Software. ALL ACCEPTED ORDERS FOR RETAIL SOFTWARE ARE FINAL, NON-CANCELABLE, AND NON-REFUNDABLE.

## **14. Disclaimer**

Acer makes no representations about the accuracy or suitability of the information included in this Web site for any purpose and makes no commitment to update the information. THIS INFORMATION IS PROVIDED "AS IS" AND ACER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. Acer reserves the right to make any changes to the content or the products and/or the programs described at any time without notice. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

## **15. Limitation of Liability**

IN NO EVENT SHALL ACER OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS OR DATA, IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS WEB SITE, ANY WEB SITE LINKS TO THIS SITE OR THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **16. 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 16).**

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 16) 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](http://www.adr.org), by calling 800-778-7879, or writing to American Arbitration Association, 1633 Broadway, 10<sup>th</sup> Floor, New York, NY, 10019.

#### **17. General.**

Acer and its subsidiaries and affiliates are intended beneficiaries of these Standard Terms of Sale. Any inconsistency between these Standard Terms of Sale 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 these Standard Terms of Sale. These Standard Terms of Sale 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 these Standard Terms of Sale. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by Acer. If any term of these Standard Terms of Sale 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] THESE STANDARD TERMS OF SALE AND ANY SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

#### **18. For Residents of Canada.**

These Standard Terms of Sale are 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 these Standard Terms of Sale; (ii) will not affect the legality, validity or enforceability of that provision in any other jurisdiction; and (iii) the remaining terms and provisions of these Standard Terms of Sale 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 16 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.

**19. 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 not purchased through the Acer Store at <https://store.acer.com/en-us>. 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.

**20. Links to other Web Sites**

Links to third party Web sites on this site are provided solely as a convenience to you. If you use these links, you will leave this site. Acer does not review or control these third party sites and does not endorse or make any representations about them. If you decide to access any of the third party sites linked to this site, you do this entirely at your own risk.

\* Acer reserves the right to change this policy at any time. The notice contained herein is subject to change without notice.