

WARRANTY REFERENCE TABLE

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| Acer, Gateway and eMachines Accessories | |
| Warranty Length/Type | 1 Year Limited: Parts & Labor, Mail In or Carry In |
| Hardware Technical Support | 1 Year |
| Service Website | http://www.acer.com http://www.gateway.com http://www.emachines.com |

WARRANTY REFERENCE TABLE

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| Acer, Gateway and eMachines Accessories | |
| Warranty Length/Type | 2 Year Limited: Parts & Labor, Mail In or Carry In |
| Hardware Technical Support | 2 Year |
| Service Website | http://www.acer.com http://www.gateway.com http://www.emachines.com |

ACER LIMITED WARRANTY AGREEMENT

**[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 7 BELOW.**

This Agreement ("Agreement") is between the original purchaser ("You") and Acer America Corporation ("Acer") and applies to Acer, Gateway and eMachines 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, Gateway or eMachines 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"). 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. 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, for PC Products, 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. 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.
- DAMAGES CAUSED BY FAILURE TO FOLLOW THE PRODUCT INSTRUCTIONS OR USER MANUALS OR FAILURE TO PERFORM CLEANING OR PREVENTIVE MAINTENANCE.
- DAMAGES CAUSED BY THE COMBINATION OF ACER BRANDED PRODUCTS WITH OTHER NON-ACER BRANDED PRODUCTS, ACCESSORIES, PARTS OR COMPONENTS OR USE OF PRODUCTS, EQUIPMENT, SYSTEMS, UTILITIES, SERVICES, PARTS, SUPPLIES, 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 PRODUCTIONS 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.
- NORMAL WEAR AND TEAR.
- MINOR IMPERFECTIONS THAT MEET DESIGN SPECIFICATIONS.
- COSMETIC DAMAGE THAT DOES NOT AFFECT FUNCTIONALITY.
- PRODUCTS WHERE THE ACER SERIAL NUMBER IS MISSING, ALTERED OR DEFACED.
- EXTERNAL SPEAKERS, KEYBOARDS AND MICE.
- 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.

4. 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.

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.
- 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 floppy 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. Acer will charge You for replacement parts or Products if You fail to do so. 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).

5. 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.**

6. 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.

7. 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 THUS 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 7).

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 7) between You and Acer will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AA) 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 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.

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.**

Should either party bring a Dispute in a forum other than as set forth above, reasonable costs and expenses, including legal fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this provision may be awarded to the other party. **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 PARAGRAPH.**

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.

8. 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 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.**

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

10. 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 10 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.

11. 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.