

Acer Computer Australia Pty Ltd

Acer Education Plus⁺ Warranty

Terms and Conditions - Australia & New Zealand

Acer Computer Australia Pty Ltd

Acer Education Plus⁺ Warranty

Terms and Conditions - Australia & New Zealand

1. Introduction

Acer Education Plus+ warranty provides a commercial solution that supports clients in maintaining their devices through a bundled service offering, including priority customer support, multiple complete repair services, and device replacement where necessary, in accordance with these Terms and Conditions.

Acer Education Plus+ warranty provides coverage for a period of three (3) years from the original date of device purchase. This warranty term applies to eligible devices under the Acer Education Plus+ entitlement.

Your hardware investments are protected and repaired under Acer's Education Plus+ warranty service where standard limited warranty does not cover the damage or failure.

2. The Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

3. Acceptance of Terms and Conditions

- 3.1.** To the extent permitted by law, these Terms and Conditions, together with the terms of Acer Limited Warranty and any relevant Acer Warranty, form the complete and exclusive agreement between You and Acer regarding the Acer Education Plus+ service. For complete warranty details, please visit: <https://www.acer.com/au-en/support/warranty/warranty-anz>.
- 3.2.** By purchasing or using the Acer Education Plus+ Service, You acknowledge that You have read, understood, and accepted these Terms and Conditions.
- 3.3.** These Terms and Conditions override all previous oral or written communications, representations, or agreements between You and Acer (or any Acer Authorised reseller) relating to the Service.
- 3.4.** Any additional, amended, or conflicting terms contained in any correspondence, purchase order, or other documentation provided by You shall be of no effect unless expressly agreed to in writing by Acer.
- 3.5.** These Terms and Conditions of service apply only within Australia and New Zealand.

4. Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

Acer: Refers to Acer Computer Australia Pty Ltd, ABN 78 003 872 768, located at Building G, Level 2, 350 Parramatta Road, Homebush West, NSW, 2140.

Acer Education Plus+ (AEP+): A commercial warranty support service offering enhanced repair and replacement coverage for eligible devices within the education sector.

Acer Limited Warranty: Acer's standard warranty covering defects in materials and workmanship under normal use for a specified period.

Authorised Technician: A technician approved by Acer to perform warranty-related repairs or assessments under the Acer Education Plus+ program.

BER: Refers to Beyond Economical Repair.

Claim: A formal request for repair or replacement under the Acer Education Plus+ entitlement.

Covered Incident: Damage eligible for warranty service under Acer Education Plus+, including impact, liquid, and electrical surge.

Customer / You / Your: The individual or organisation that has purchased an eligible Acer device and the associated Acer Education Plus+ warranty entitlement.

Device: The Acer-branded hardware product covered under the Acer Education Plus+ warranty entitlement.

Entitlement: The level of warranty coverage purchased, which defines the scope of services available (e.g., Onsite Repair, Onsite Next Business Day, Return to Base).

NBD: Refers to the Next Business Day for service or support, excluding weekends, public holidays, and after-hours requests.

Onsite Service: A service level where an authorised technician is dispatched to the customer's location.

RTB (Return to Base) Service: A service level involving collection, repair, and return of the device via Acer's service centre.

5. Warranty Claims Management

Acer Computer Australia & New Zealand will provide all services necessary to manage Claims in accordance with these Terms and Conditions and the applicable requirements.

These services include:

- Access to the CSS Lite – 24/7 Education Portal for call logging and claim requests;
- Help desk support for claims assessment;
- Phone and email assistance;
- Provision of genuine Acer parts or products;
- Labour coverage under warranty;
- Onsite repair for each product, valid for up to three (3) years from the date of purchase; or
- Return to base repair for each product, valid for up to three (3) years from the date of purchase;
- Courier pick-up, repair, and return services for complex incidents, such as liquid damage.

6. Terms of Services – Acer Education Plus+

- 1) **Warranty Coverage:** Acer Education Plus+ criteria for Repair and/or Replacement warranty is applicable to the following claim incidents to notebooks:
 - Impact Damage ;
 - Liquid Damage;
 - Electrical Surges; and
 - One (1) replacement
- 2) **Warranty Term:** Coverage is provided for a period of three (3) years from the original date of device purchase. This warranty term applies to eligible devices under the Acer Education Plus+ entitlement.
- 3) **Eligibility Criteria:** To be eligible, the Acer Education Plus+ Warranty must be purchased within thirty (30) days of the device's original purchase date.

6.1. Service Delivery Terms:

- 1) **Submitting a Warranty Claim:** To initiate a claim under the Acer Education Plus+ service entitlement:
 - a) Provide details about the incident, including location and time:
 - i. Where and when did the damage occur, or when did you first notice the product was damaged?
 - ii. What is the nature and extent of the damage, or What parts are affected?
 - iii. How did the damage occur?
 - iv. Where was the device located at the time of damage?
 - v. Any further details you would like to provide in relation to the warranty claim?
 - b) Provide clear photos of the device showing the damage or issue.
 - c) We reserve the right to undertake further assessment of the device or ask the user to undertake simple and reasonable troubleshooting measures to test their device as part of Acer's validation and/or verification process.

In the event of a valid claim under the Acer Education Plus+ program, Acer will assess the device and determine the appropriate course of action, which may include repair or replacement.

2) **Service Level: Onsite / Onsite Next Business Day (NBD) Repair Service**

If the defect or problem is covered under the Acer Education Plus+ entitlement and cannot be resolved remotely, an authorised technician will be dispatched to the customer's site.

- Defective parts will be replaced with new or equivalent parts.
- All replaced parts become the property of Acer.

3) **Service Level: Return to Base (RTB)**

If the defect or problem is covered under the Acer Education Plus+ entitlement and cannot be resolved remotely, Acer will arrange for the device to be collected, repaired at our service centre, and returned.

- Courier pick-up and return are included; Acer will incur all repair, logistics, and insurance costs in this process.
- For remote areas, a pre-paid consignment label will be provided.
- Defective parts will be replaced with new or equivalent parts.
- All replaced parts become the property of Acer.

4) **Replacement Product**

Under the Acer Education Plus+ entitlement, Acer may determine that a device is Beyond Economical Repair (BER) if the cost of accumulated repairs for a product, or the cost of a single warranty claim, exceeds the original purchase value of the device. In such cases, Acer may, at its discretion, replace the device with the same model or one of equivalent performance or specifications, subject to availability and entitlement terms.

- The replacement inherits the original warranty term.
 - Only one (1) replacement is allowed under the entitlement.
- 5) Acer provides service during normal business hours (e.g. Monday to Friday 9:00 to 17:00), excluding public and national holidays. Calls received after 15:00 (local time) may require an additional business day for resolution.
 - 6) Acer will determine the appropriate service delivery method required to provide effective and timely Customer support. Subject to Acer's discretion, support services may include onsite service delivery, courier pick-up repair and return, or delivery via a courier for replacement of the Covered Product.
 - 7) Assessment of the full extent of damage caused by liquid spills can take at least twenty-four hours and is required to be performed at Acer's National Repair Centre in a controlled environment to ensure the appropriate repairs can be performed.

7. **Warranty Claim Limitations**

7.1. Acer Education Plus+:

This warranty service offering covers incidents arising from use, including:

- Impact Damage;
- Liquid Damage;
- Electrical Surges; and
- One (1) replacement

7.2. This service is only available in the country or region where the Acer Education Plus+ Warranty was originally purchased. Coverage is non-transferable and does not extend to devices relocated outside the country of original warranty purchase.

7.3. All replacement parts or products provided by Acer under the Acer Education Plus+ service may be either new or refurbished. Refurbished parts or products will be in good working condition and functionally equivalent to the original item.

7.4. Any parts removed during service, or any product replaced under this warranty, become the sole property of Acer. This includes any faulty, damaged, or otherwise non-functional components or devices exchanged during the repair or replacement process.

7.5. Only one (1) replacement may be provided under the Acer Education Plus+ entitlement, and solely at Acer's discretion. A replacement will only be considered if the cost of repair, either cumulative or from a single claim, exceeds the original purchase value of the device.

8. **Replacement Terms and Service Continuity**

8.1. If a replacement is provided under the Acer Education Plus+ entitlement, this will conclude the uplift coverage associated with that entitlement. No further claims relating to Impact Damage, Liquid Damage, or Electrical Surges may be submitted under the original Acer Education Plus+ service.

8.2. Acer Education Plus+ entitlement does not transfer to the replacement device.

8.3. Except to the extent permitted by law, the replacement device will receive warranty service and support for the remainder of the original term, in accordance with the Acer Limited Warranty and the Acer Education Plus+ service level associated with the original device.

8.4. The type of support—whether Onsite, Onsite NBD, Return to Base, or other service levels—will depend on the Acer Education Plus+ warranty entitlement purchased with the original device.

8.5. Any replacement Product provided by Acer will be in good working condition and offer functionally equivalent performance or specifications to the original Product. It may be either new or refurbished. Only unmodified Acer Products are eligible for replacement. All replaced Products become the sole property of Acer.

9. Exclusions

Acer Education Plus+ does not cover:

- Damage caused by insects, vermin, atmospheric conditions, wear and tear, design flaws, seepage, or faulty workmanship.
- Spontaneous combustion or other unexplained physical phenomena.
- Fraudulent, dishonest, or intentional acts.
- Legal liability of any kind.
- Loss, corruption, or destruction of electronic data, regardless of cause.
- Damage resulting from natural disasters or external events not covered under the Acer Education Plus+ entitlement.
- Any damage or defect not directly related to the covered incident types (Impact, Liquid, Electrical Surge).

ITEMS NOT COVERED

Acer Education Plus+ does not cover items such as docking stations, external modems, external speakers, game devices, secondary monitors, external mice, external keyboards (including those used with notebooks), externally-attached devices or components, cases, monitors, mounts, notebook stands, or wiring classified as 'accessories' or 'consumables'.

This includes items not built into or onto the base unit, such as mounting kits, memory disks, disposable memory devices, carrying cases, stylus pens or nibs, screen protectors, decorative elements, power adapters, charging cables, or any other parts or components requiring regular maintenance or subject to wear and tear.

Additionally, Acer Education Plus+ does not cover:

- Software, licenses, or digital content.
- Third-party accessories or modifications.
- Damage caused by unsupported peripherals or accessories.

10. Force Majeure

10.1. Acer Computer Australia will use its best endeavours to fulfil all obligations under this Agreement and will keep the Customer informed of any circumstances that may impact the provision of services.

10.2. Neither party shall be held liable for any failure to perform its obligations under this Agreement (excluding payment obligations), if such failure is caused by events beyond its reasonable control. These events may include, but are not limited to, natural disasters (such as earthquakes, floods, or fire), government actions or regulations, labour disputes, pandemics, civil unrest, or acts of God.

10.3. The affected party must promptly notify the other party of the occurrence of a force majeure event and must use all reasonable efforts to mitigate its impact and resume performance as soon as reasonably practicable.

11. Limitation of Liability

11.1. Except as expressly provided for in this warranty and to the maximum extent permitted by law, the total liability of Acer Computer Australia Pty Ltd, including its officers, employees, affiliates, suppliers, resellers, or service providers, shall not exceed the amount paid for the Acer Education Plus+ service.

11.2. Acer is responsible for loss or damage to Your Product only while it is in Acer's possession or in transit, provided Acer is responsible for the transportation.

11.3. Neither Acer nor any Acer service provider shall be liable for any loss, corruption, or disclosure of data, including confidential, proprietary, or personal information, contained in or associated with a Product.

11.4. To the maximum extent permitted by law, Acer shall not be liable for any direct, special, incidental, consequential, punitive, or indirect damages, or for any of the following, regardless of the legal theory under which the claim is brought (including contract, tort, warranty, negligence, or strict liability), even if Acer has been advised of the possibility of such damages:

- a) third-party claims for damages;
- b) loss of use, revenue, or anticipated profits (including loss of profits on contracts);
- c) loss of the use of money or anticipated savings;
- d) loss of business, opportunity, goodwill, or reputation;
- e) loss of, damage to, compromise or corruption of data;
- f) loss of the ability to use third-party products or software, or costs associated with recovering, programming, or reproducing any data stored in or used with the Product.

11.5. Some jurisdictions do not allow the exclusion or limitation of certain types of damages. Therefore, the above limitations or exclusions may not apply to You.

11.6. For the avoidance of doubt, nothing in this clause limits or restricts Your rights to reasonably foreseeable consequential losses under the Australian Consumer Law, or any other applicable local laws.

11.7. These warranty terms and conditions are governed by the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales. This clause does not limit or exclude any rights or remedies available to consumers under the Australian Consumer Law, or any other applicable local laws.

12. Privacy

Acer Computer Australia implements appropriate data security measures, including encryption and secure storage, to protect personal information collected under this warranty service.

Acer Computer Australia is bound by the Privacy Act 1988. In order for Us to provide You with the Service We need to collect certain personal information about You. We collect personal information from You and Our business partners and service providers in connection with the Service. Collection of Your personal information from Our business partners and service providers usually occurs at the point of sale of the warranty. If You do not provide Us with this information Your application may not be processed or, We may not be able to administer claims or handle inquiries in connection with the warranty. The purposes for which We collect Your personal information are to provide the warranty, handle inquiries about the Warranty, for security checks to verify Your identity, to administer claims and related, secondary or ancillary purposes. The personal information We collect may be disclosed to service providers who perform activities in connection with the purposes for which We collect, as well as companies within the Acer Group including but not limited to Our companies within the regions of Asia-Pacific.

In accordance with Our Privacy Policy You have rights of access to, and correction of, Your personal information upon request. You also have the right to complain about Our management of Your personal information, which is also detailed in Our Privacy Policy.

If you have questions or concerns about Acer policies and practices for handling personal information received through this service, please contact privacy.officer@acer.com. Alternatively, for specific application and/or local data handling queries, please contact the Acer entity to which you submitted your information. Acer's complete Privacy Policy can be found online at <https://www.acer.com/au-en/privacy>.

13. General Exclusions

Our Terms of Service do not extend to the following circumstances:

- a) Any damage that occurred prior to the effective date of this Cover, including on products sold used, damaged, or "as-is" (e.g., floor models, demonstration units).
- b) Repairs covered under Acer's standard or extended warranty, or resulting from a product recall.
- c) Recovery or repossession of the product for any reason.
- d) Fraudulent, dishonest, or intentional acts by the customer or their representatives.
- e) Damage to products located outside Australia or New Zealand.
- f) Recovery or transfer of data stored on the product. Data recovery services are not provided under this warranty.
- g) Cosmetic damage that does not affect product functionality.
- h) Wear and tear issues such as scratches or dents that do not impact device operation.
- i) Repairs attempted by unauthorised personnel. Acer will not reimburse or support unauthorised repairs.
- j) Acquisition or destruction of the product by order of government or statutory authority.
- k) Claims arising from continued use of a damaged product.
- l) Claims based on misleading, incomplete, or false information provided during the warranty process.
- m) Damage resulting from war, civil unrest, or other external events beyond Acer's control (as described under the Force Majeure section) is not covered under this warranty.
- n) Loss or damage due to abuse, misuse, foreign object introduction, unauthorised modifications, or failure to follow Acer's usage instructions.
- o) Costs associated with reinstallation, setup, diagnostics, removal, freight, or installation of the product.

14. Disclaimer

Acer Education Plus+ is a warranty support service provided by Acer Computer Australia Pty Ltd for eligible devices within the education sector. This service is designed to complement Acer's standard product warranties and deliver enhanced repair and replacement support for eligible devices within the education sector.

This service operates in accordance with the Australian Consumer Law (ACL) and does not limit or replace any statutory rights or consumer guarantees provided under the Competition and Consumer Act 2010 (Cth). Customers retain all rights to remedies for defective goods or services as prescribed by law.

The service also adheres to applicable laws in New Zealand, including the Consumer Guarantees Act 1993, where relevant.

Acer Education Plus+ is offered as a structured support solution and does not involve financial compensation, reimbursement, or indemnification beyond the scope of repair or replacement services as outlined in the Terms and Conditions.

Acer reserves the right to modify, discontinue, or offer alternative coverage or service terms at its discretion, subject to applicable legal obligations.