

Warranty conditions

Table of contents

1. General information	2
2. Scope	2
3. Warranty conditions	2
4. Types of warranty	3
4.1. Bring-In warranty	3
4.2. On-Site service	3
4.3. Warranty extensions	3
4.4. Replacing parts during the warranty period	4
4.5. Warranties on accessories and third-party devices	4
5. The service procedure	4
5.1. Issuing a complaint	5
5.2. Data backups	5
5.3. Repair and replacement	5
6. Disclaimers	5
7. Liability limits	6
8. Governing law	6
8.1. Guarantee by law	6
8.2. Warranty	7
9. Data protection	7

1. General information

ACL products have been developed to meet high technical and quality requirements. In order to ensure the necessary quality therefore even beyond the production controls, ACL grants a warranty on its products in accordance with the following conditions, which ACL customers are entitled to claim in the event of material or processing defects in the purchased product.

The granted Warranty is a voluntary obligation on the part of ACL as the manufacturer towards first-time buyers of new devices. In addition, ACL customers may have legal rights that are not limited by these warranty conditions. Other or more extensive claims than those described here cannot be asserted under the warranty.

Beside this manufacturer's warranty, the ACL sales partners or other third parties may have their own warranties, which can only be asserted against them.

Additional services from ACL or its sales partners can be purchased to extend the scope and duration of the warranty.

2. Scope

The specifications in this document apply to the following ACL product series:

- OR-PC® series
- OR-MD® series

Other products may have their own warranty conditions. If no warranty conditions are available for your product, then all applicable regulations from this document shall apply.

3. Warranty conditions

The exact scope of warranty and its duration for your ACL product can be found on the warranty description on the original invoice or the original delivery note.

ACL may require the original delivery note or invoice to validate the warranty claim. The device's model and serial number are noted on the document.

Transport damage that is not visible from the outside must be reported to ACL immediately after discovery, but no later than 7 days (including weekends and public holidays) after arrival. Warranty claims must be made to ACL or the responsible sales or service partner immediately after the malfunction has been identified.

Unless agreed otherwise and with respect to the disclaimers in this document, the warranty includes all material and processing defects that occur during the warranty period.

The standard warranty period is 24 months starting from the date on the delivery note. If other periods are mutually agreed, such periods are noted on the delivery note or in an additional contract.

Warranty services provided do not result in an extension of the warranty period, nor do they initiate a new warranty period. The warranty period for built-in spare parts ends with the warranty period for the entire device, but no earlier

than 6 months after their warranty case.

The warranty is limited to restoring the hardware performance and condition that the original product was in prior to the defect. The device is considered restored if, after repair, it passes the ACL Final Check to the extent that it had to pass as a new device except expected effects of wear and tear. It also must still fulfill the criteria and properties listed in the original order confirmation.

Unless legal liability is provided for, claims beyond the rectification of defects are excluded.

It is up to ACL to decide how defects or deficiencies are to be eliminated. ACL is entitled to authorize third-party companies (local service partners) to provide the warranty service. Defective parts are replaced with new or as-new parts in the event of material and/or processing errors. If necessary, the entire product may be exchanged for an identical or functionally equivalent product. In any case, the value of the warranty service is limited to the value of the defective product.

Improper repairs are a safety risk and thus can damage the device. For this reason, you will find warranty seals on or in your device. If a seal is broken, the warranty shall be assumed to be expired.

Replaced components become the property of ACL again.

4. Types of warranty

4.1. Bring-In warranty

- Has a duration of 24 months unless an extended warranty has been agreed.
- The customer sends the device to ACL at his own expense and risk, using suitable transport packaging and with respect to the transport instructions.
- The ACL covers the costs for the elimination of deficiencies.
- ACL sends the repaired device back to the customer while bearing the costs and risk for this.

4.2. On-Site service

- Only applies to devices for which a separate service agreement has been concluded.
- Ordering On-Site service requires that a service agreement is established in writing between both partners, where the details of the service conditions are defined (response or recovery time, contact details, etc.).
- An existing warranty case shall be reported to the ACL service staff. If it is not possible for ACL to rectify the malfunction by phone, an ACL service partner will then carry out the repair or replace the device on site in accordance with the conditions specified in the service agreement.

4.3. Warranty extensions

- Warranty extensions can be purchased when ordering the device or within the first 24 months thereafter.
- A warranty extension can be extended to a total of 60 months from the date of purchase of the device.
- All warranty extensions are subject to the terms and conditions of the „Bring-In“ or „On-Site“ services described above, depending on the agreement.
- Conversion from Bring-In warranty to On-Site service is not possible.

4.4. Replacing parts during the warranty period

- Applies devices for which ACL believe a Bring-In warranty is impossible.
- ACL supplies pre-assembled components free of charge, which are assembled by the customer according to the instructions.
- Removed parts must be returned to ACL at the customer's expense and risk unless ACL waives return shipment in writing, e.g. when the cost of returning the parts would significantly exceed the value of the parts.
- If a technician has to travel to the site, the travel costs are to be covered by the customer.

4.5. Warranties on accessories and third-party devices

To be able to offer complete solutions, the ACL units are occasionally offered together with third-party devices from other manufacturers. The scope of the warranty may differ for these external components for which ACL is not the manufacturer. Furthermore, a different warranty period applies to third-party devices. In detail:

Third-party device	Warranty duration
Mouse	12 months
Keyboard	12 months
Mounting system	12 months
Trolley	12 months
Desktop-PC's (non-OR-PC®)	12 months
Thin-Client	12 months
Desktop-Monitor (non-OR-MD®)	12 months
X-ray monitor	24 months
Scanner	12 months
Battery	6 months

5. The service procedure

Warranty services are provided by ACL or authorized service partners during the local working hours which is 8 am to 5 pm (UTC +1) for the mains service hub in Germany. Working hours may vary due to national or regional customs.

This is how you can start a warranty claim.

5.1. Issuing a complaint

Report defects and malfunctions to ACL immediately upon discovery. The report should preferably be made directly to the service department. There are 3 options to choose from:

- via RMA form on our website at <https://www.acl.de/en/rma-request> (preferred)
- by email to service@acl.de
- by phone on +49 341 230 78-60

When registering a complaint, the following content is asked for:

- general information: company, name and contact details of a contact person for the process,
- information about the device: serial number and, if applicable, date of purchase or delivery,
- description of the malfunction,
- desired address of return, and
- optional: customer process number for easier identification in the customer's ERP.

5.2. Data backups

Customers shall be responsible for backups of data and settings before sending a device back to ACL. ACL is not responsible for lost or damaged data and programs stored on the device and/or the consequences thereof. ACL will not reimburse any expense for data backup or data recovery and reinstallation of software or other information.

5.3. Repair and replacement

Each try to fix a malfunction shall be counted as one attempt to repair the device. If three attempts to repair a device fail or if three defects occur on the same device or if the repair is impossible, the customer may claim a completely new replacement device.

If, at the customer's request, the device is replaced before the three attempts, the previous usage of the device will be charged.

The ACL service staff are available to answer any questions you may have about the service process and the RMA status. After the repair has been completed, you will receive your device back to the desired address together with a repair- and test report.

6. Disclaimers

The warranty does not apply to devices that ACL put on the market as used devices, e.g. Demo devices.

The warranty scope does not include:

- insignificant defects or deviations that are irrelevant to the value and intended use of the device,
- providing BIOS, driver or software updates nor their installation,
- resetting functions or clearing passwords due to service activities,
- running backups or restoring customer specific data or software,
- re-installation or correct operation of software and operating systems, even if they were supplied together with an ACL product, e.g. caused by the deletion of system-relevant files, faulty system settings or self-replicating programs

such as computer viruses,

- wear and tear on wearing parts where the preventive replacement was recommended in the device manual, e.g. decay on mass storages or a fading effects on backlights,
- consumables such as printer cartridges or batteries, and
- reduced capacity of rechargeable batteries after continuous use.

Furthermore, malfunctions arising from the following causes are excluded from the diagnosis, repair and warranty:

- if spare parts or components have been used for ACL devices that ACL has not approved,
- if peripheral devices or accessories have been used with the device, the use of which ACL has objected to,
- by inappropriate use or handling of the device by the customer or third parties, e.g. LCD broken, mechanical or housing damage, defective cables or plugs due to excessive use of force. Inappropriate actions are especially those, that do not comply with the instructions for use.
- due to inappropriate installation, e.g. not following the installation instructions,
- if service, repairs or other modifications to the product have been made by anyone other than ACL or ACL certified service personnel, unless it can be shown that the defect was not caused by such events or is the consequence hereof,
- by overclocking, device modifications or the operation of software with hardware requirements that are not met by the device,
- due to external influences, e.g. impact damage, shock or the effects of the weather,
- by using cleaning substances other than those approved in the manual,
- by force majeure, such as lightning strike, flood, war or similar,
- due to considerable pollution, especially in slot-in DVD drives and card readers,
- due to extraordinary environmental influences such as overvoltage, magnetic fields or similar, or
- by other circumstances ACL is not responsible for.

7. Liability limits

Claims beyond those mentioned in these warranty conditions are excluded. This also applies to claims for compensation for consequential damage, lost profit, loss of data or information or damage as a result of business interruption.

8. Governing law

This document is a translation of its German original version. In case of inaccuracies or conflicts the original version shall prevail.

8.1. Guarantee by law

The legal guarantee covers the device being free of defects at the time of handover of the device with respect to the current state of the art. Design changes that do not affect the functionality nor value of the device shall not be considered a defect. If the device is defective, the defect will be remedied by ACL service free of charge. ACL shall choose the appropriate measures to repair the device, considering the acceptability of such measures for the customer. In addition to the guarantee, ACL grants a warranty, which does not limit the legal guarantee.

8.2. Warranty

For purchase contracts, the law of the seller's country shall be applicable. Contracts concluded between ACL and its customers are subject to German law.

There is no legal claim.

However, ACL GmbH warrants compliance with the described warranty rules in accordance with § 443 BGB (German Civil Code).

The Convention on Contracts for the International Sale of Goods does not apply.

9. Data protection

The data collected by us during order processing and quotation preparation for a warranty are electronically recorded, processed and evaluated for the purpose of quality assurance. This is done to ensure a high standard of service quality. For these purposes, the data may also be transferred to qualified third parties.

We assure that this data will be handled in accordance with the requirements of the EU GDPR.

Upon request, ACL will inform free of charge whether and which personal data is stored for a service transaction.

If, in individual cases, you do not want your personal data to be stored, used and/or transmitted within the scope of the aforementioned quality assurance measures beyond the warranty processing, this can be communicated at any time.