

# Warranty conditions

## OR-CONSOLE®

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## 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.

The warranty does not apply to devices that have been placed on the market by ACL as used devices (e.g. demo devices).

In addition, ACL customers may have statutory claims that are not restricted by these warranty conditions. Claims other than or going beyond those described here cannot be asserted under the guarantee.

Irrespective of this, ACL sales partners or other third parties may have their own warranties in addition to this manufacturer's warranty, 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.

The exact type of guarantee and its duration for your ACL product can be found in the guarantee description on the original invoice and original delivery note.

## 2. Warranty conditions

The warranty period is generally 24 months, starting from the date of delivery.

The rectification of defects under warranty, e.g. by repair or replacement delivery, does not extend the originally agreed warranty period.

Conditions:

- Warranty claims can only be made on presentation of the original invoice or the original delivery note. The device designation and serial number of the device must be noted on the document.
- The device has only been operated with original accessories and original spare parts.
- Externally invisible transport damage must be reported to ACL immediately, but no later than 7 days (including weekends and public holidays) after receipt of the goods by the customer.
- The device has not been opened or dismantled without authorisation.
- Warranty claims must be made to ACL or the responsible sales or service partner immediately after the fault has been detected.
- Replaced components become the property of ACL again.
- Claims going beyond the rectification of defects – insofar as no statutory liability is provided for – are excluded.

### 3. Scope and provision of warranty services

Unless otherwise agreed, the warranty covers all material and processing defects for the respective warranty period.

Warranty services rendered do not extend the warranty period, nor do they start a new warranty period. The warranty period for installed spare parts ends with the warranty period for the entire appliance, but no earlier than 6 months after installation.

Defects resulting from anything other than proper operation are excluded from the warranty (see point 6. Warranty exclusions).

Proper operation is understood to mean the handling and use of the product under the conditions described in the operating instructions or product documentation.

The warranty is limited to the restoration of the hardware performance characteristics and the condition that the original product had before the defect. It is sufficient for the affected product to fulfil the test criteria in accordance with its specifications as per the order confirmation.

ACL is responsible for deciding how defects or faults are to be rectified. ACL is entitled to commission authorised third-party companies (service partners) to provide the warranty service. Defective parts will be replaced with new or as good as new parts in the event of material and/or processing defects. If necessary, the entire product will be replaced with an identical or functionally equivalent product. In any case, the value of the warranty service is limited to the value of the defective product.

### 4. Scope of the various types of guarantee

ACL service staff are available to answer any questions regarding the service process. The relevant contact details can be found on the rating plate of the appliance, at [www.acl.de](http://www.acl.de) or in the enclosed appliance manual.

#### 4.1 Replacement of spare parts during the statutory warranty period (guarantee)

- A warranty claim must be reported to ACL service staff or the responsible reseller (if applicable). If remote troubleshooting by ACL is not possible, ACL or a service partner authorised by ACL will repair or replace the device on site if necessary.
- ACL GmbH guarantees a response to a reported warranty claim within the next working day. It is not possible to make generalised statements about recovery times, as these are highly dependent on the defect in question and the scope of the project. However, ACL GmbH undertakes to remedy the situation as quickly and promptly as possible.
- ACL GmbH has no influence on the response and recovery times of any resellers.
- ACL assures the reseller of the availability of spare parts and remote support in the event of a fault. The reseller is free to stock up on corresponding project-related spare parts at any time for a fee and as a preventive measure.
- ACL prefers to supply pre-assembled components free of charge, which are assembled by the end customer or the authorised service partner according to instructions.
- In order to maintain the warranty on the entire device in the event of self-replacement by the end customer, authorisation by ACL in the form of service training is mandatory. Such training courses can be offered on request at any time at ACL's headquarters free of charge or on site for a daily rate of EUR 1500 plus VAT and travelling expenses.
- Removed parts must be returned to ACL at the customer's expense and risk, unless the return costs significantly exceed the value of the parts.
- If it becomes necessary for a technician to travel to the site or if the customer insists on restoration by ACL or an authorised service partner, the costs for this shall be borne by ACL or the responsible reseller (if applicable) within the statutory warranty period.

## 4.2 On-site service

- Available for all devices where ACL is the indicated manufacturer and also for products that are specified in a separate service agreement.
- The commissioning of the on-site service requires that an additional service agreement is agreed in writing between the two contracting parties, setting out details of the service conditions and their fee.
- Depending on the selection, the additional service agreement includes warranty extensions on all parts as well as necessary on-site services for the corresponding period.
- ACL itself offers on-site service options for end customers and installations located in the DACH region. End customers in other countries are free to make an individual service agreement with the ACL-authorized reseller from whom the ACL products were purchased.
- An existing warranty case must be reported to ACL service staff or the responsible reseller (if applicable). If remote troubleshooting by ACL is not possible, ACL or a service partner authorized by ACL will then carry out the repair or device replacement on site in accordance with the conditions specified in the service agreement.
- ACL GmbH guarantees a response to a reported warranty claim within the next working day. It is not possible to make generalised statements about recovery times, as these are highly dependent on the defect in question and the scope of the project. However, ACL GmbH undertakes to remedy the situation as quickly and promptly as possible.

## 4.3 Warranty extensions

- Warranty extensions can be purchased at the time of purchase, but can also be purchased at a later date within the statutory warranty period (guarantee), but only for a maximum of the first 24 months from the date of purchase.
- A warranty extension can be extended to a maximum of 60 months from the date of purchase.
- A pure warranty extension only covers the warranty on installed parts and does not include any services required on site. These extensions are therefore only available to resellers authorized by ACL, who must themselves have authorized personnel to arrange individual on-site services with the end customer if required.
- In this case, ACL GmbH assures the reseller of the availability of spare parts and remote support in the event of a fault. The reseller is free to stock up on spare parts at any time for a fee and as a preventive measure.
- The authorized reseller is free to define the contractual conditions for on-site services independently of the contractual conditions of ACL GmbH.
- If self-replacement by a third party is agreed in the event of a fault, authorization by ACL in the form of service training is mandatory in order to maintain the warranty on the entire device. Such training courses can be offered on request at any time at ACL's headquarters free of charge or on site for a daily rate of EUR 1500 plus VAT and traveling expenses.
- ACL GmbH guarantees a response to a reported warranty claim within the next working day. It is not possible to make generalised statements about recovery times, as these are heavily dependent on the defect in question and the scope of the project. However, ACL GmbH undertakes to remedy the situation as quickly and promptly as possible.

## 4.4 Warranties on accessories and third-party devices

The scope of the warranty may differ for external components (purchased parts) that were acquired with the original ACL product. As ACL is not the manufacturer of the external components, the warranty period is limited by ACL.

This applies to the following components:

Name	Warranty claim with ACL
Mouse	12 months
Keyboard	12 months
Mounting systems	12 months
Trolleys	12 months
Desktop-PCs (non-OR-PC®)	12 months
Desktop-Monitors (non-OR-MD®)	12 months
Thin Clients	12 months
X-ray monitors	24 months
Mount and carts	12 months
Batteries	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

A complaint should be reported to ACL immediately after the defect or malfunction has been detected. 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](mailto: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.

## 5.2 Guarantee by law

Rectification is understood as an attempt to remedy the damage. A new attempt at rectification only begins if the rectification of damage fails or another defect occurs.

Before other remedial measures are possible, 3 attempts at rectification are permitted. If the rectification of defects fails or is impossible, this entitles the buyer to claim a completely new replacement device.

## 5.3 Replacement

If a replacement is made at the customer's request (before the 3 attempts at rectification have been made), the previous use of the device will be invoiced.

## 5.4 Data backups

Regular data backups are always recommended when using computer hardware or software. A data backup is particularly important before service activities, as it is not always possible to ensure that no data will be lost during servicing. It should therefore be noted that the responsibility for a complete data backup, including application and operating system software, lies exclusively with the user of the device. ACL's liability for loss of data and information occurring in the course of providing the warranty is expressly excluded.

## 6. Disclaimers

Before handing over a device to ACL, it is the customer's responsibility to back up data and settings. ACL accepts no responsibility for lost or damaged data and programmes that were stored on a device medium and/or the resulting consequences. No compensation will be paid for data backup or data recovery or the reinstallation of software or other information.

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,
- the uninterrupted or error-free running of integrated, installed or supplied software and the quality, performance, marketability or suitability of this software or its product documentation for any purpose, even if it was supplied together with an ACL product,
- 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.
- 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.