

MICROSOFT DEVICE EXTENDED WARRANTY CONTRACT

CONTRACT No. – as per the Serial No. of your protected Device

Name:
Device Details:
Start Date:
End Date:
Master Policy No.: **N/A**

EXTENDED WARRANTY SERVICE CONTRACT TERMS & CONDITIONS (English Version)

COVERAGE

- This Extended Warranty Service Contract (“**EW Service Contract**”) provides coverage for parts and labor in respect of the covered Product stated on the Microsoft Sales Invoice/Receipt for covered inherent mechanical and electrical defects only and only to the extent provided by the manufacturer of the Product; and extends that coverage for a further period commencing upon the expiry of the manufacturer’s warranty and ending on the Extended Warranty Expiry Date in accordance with the EW Service Contract Plan selected for that Product.
- This means that, inclusive of manufacturer’s warranty period, the Product will have a total warranty stated from the date of the Microsoft Sales Invoice / Receipt of the Product, subject to payment of the applicable fee for Extended Warranty.

PRODUCT ELIGIBILITY

This EW Service Contract may only be purchased upon purchase of a Product and only covers a Product which:

- Is purchased new from Microsoft ;
- Is assembled for use in Malaysia; and
- Included at the time of purchase, the manufacturer’s complete and original warranty that is valid in Malaysia.

FOR REPAIRS

- If the manufacturer’s warranty period for the Product has not expired, contact the manufacturer or their authorized repairer directly.
- If the manufacturer’s warranty period for the Product has expired and this EW Service Contract is in effect, please call the **Extended Warranty Hotline at 1800 886 295 (toll-free) during office hours (Monday to Friday, 9am to 5pm)** for repair authorization. Repairs must only be carried out by the authorized repairer as directed by Microsoft. No repair is allowed without authorization from Microsoft.
- **For all repairs, this EW Service Contract and the Microsoft Sales Invoice / Receipt for the Product must be presented.**
- Consult your manufacturer’s instructions to determine if the failure to operate is due to circumstances that may be corrected by yourself. If the breakdown is not covered by this EW Service Contract, you will be charged for the cost of repair.

- This EW Service Contract is transferable to the new product that has replaced the original product under the manufacturer's warranty due to irreparable mechanical failure, and will continue to be valid only if you contact the **Extended Warranty Service Hotline at 1800 886 295 within 7 working days from the date of replacement** to notify of the new product make, model, IMEI number and date of replacement.

SUBMISSION OF REPAIR CLAIM:

It shall be a term of this EW Service Contract that in event of a breakdown that may give rise to a claim for repairs under this EW Service Contract, the Product covered under this EW Service Contract must be presented to the authorized repairer as directed by Microsoft within the EW Service Contract coverage period and in any case, within **fourteen (14) days** of such an event happening.

COVERAGE EXCLUSIONS

- Products that are still covered by the manufacturer's original written warranty, repairer's warranty, or any other warranty in effect.
- Any defects that are subject to the manufacturer's recall.
- The manufacturer's recommended routine maintenance, inspection, cleaning, external adjustments and any other instructions.
- Non-operating and cosmetic items, color, or Product finish; accessories used in or with the Product; external cables and cords; ; add-on options incorporated.
- Unauthorized modifications made to the Product; altered serial numbers; failure to follow manufacturer's instructions on installation, operation or maintenance; repairs performed by non-authorized repairer; any items not affecting the function of the Products; image burn.
- Software (including operating system and any stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
- Repairs to hardware that has been added after the original purchase of the Product.
- All batteries (including regular (non-chargeable batteries)) unless otherwise as covered above.
- External faults such as wiring, electrical connection or fitting, realigning of signal receivers (poor reception), and consequential loss of any kind.
- Repairs necessitated by accidental or intentional physical damage, spilled liquid unless otherwise as covered above.
- Burglary, theft, corrosion, animal and insect infestation, misuse, neglect and abuse.
- Failure caused by a voltage converter and /or applying incorrect voltage to the Product.
- Diagnosis where no defect has been found or noted.
- Defects and on-site service charges not covered by the manufacturer's original written warranty, unless otherwise as covered above.
- Any loss or damage to the Product resulting from fire or flood howsoever caused.
- Any loss or damage to the Product resulting from an act of God (including without limitation, events such as earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion).

THIS EW SERVICE CONTRACT IS NOT AN INSURANCE POLICY. IT IS A SERVICE CONTRACT PROVIDING REPAIRS FOR COVERED DEFECTS. IT DOES NOT PROVIDE ANY GUARANTEE OR PROMISE RELATING TO THE NATURE OF THE MATERIAL, WORKMANSHIP OR PERFORMANCE OF THE COVERED PRODUCT.

LIMITATION OF LIABILITY

- Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential

damages including but not limited to losses incurred due to any delay in rendering service related to this EW Service Contract and loss of use during the period that your Product is at an authorized repairer and/or while awaiting parts.

- Microsoft's liability for any **one (1) repair visit** shall in no event exceed the market value of the Product at the time of said repair visit.
- Replacement parts will be new, original or non-original manufacturer's parts that perform to factory specifications of the product determined at Microsoft's discretion.
- Microsoft will replace your Product with one of like kind and quality if the Product is not repairable or beyond economical repair at Microsoft's sole discretion. The replaced Product (the spoiled unit) shall become property of Microsoft. Due to technological advances, the replacement product may be of lower retail value than the original Product. The total of all benefits paid or payable under this EW Service Contract while it is in force shall not exceed the original purchase price paid by the EW Service Contract purchaser for the Product covered by the EW Service Contract.

TERMINATION

This EW Service Contract shall terminate immediately with no refund of the EW Service Contract fee in the event of any of the following:

- Subsequent sale of the Product when no written request to transfer this EW Service Contract to the new owner has been received by Microsoft ;
- Disposal or repossession of the Product;
- Unauthorized repair, replacement or modification of the Product; or
- If the Product is moved out of the country of purchase, it will not be covered by this EW Service Contract.

CANCELLATION

Cancellation of this EW Service Contract is applicable only when the Product is returned to or exchanged by Microsoft within **seven (7) days** from the date of the Microsoft Sales Invoice / Receipt for the Product. The original Microsoft Sales Invoice/Receipt together with the EW Service Contract must also be returned to Microsoft for refund.

USE OF PERSONAL DATA

Any personal information collected and retained by Microsoft is for the purpose of affirming the extended warranty coverage and fulfill the obligations of the same as well as to update the purchaser on the necessary services and awareness of the related products (if any). Kindly be informed that in order to provide the extended warranty coverage, the purchaser's personal information may be held, used and disclosed by Microsoft on by any of its contracted service provider in order to support back-end processing and collateral services associated with the extended warranty coverage.

ENTIRE AGREEMENT

This is the entire agreement between Microsoft and the Purchaser of this EW Service Contract and no other oral or written representation is valid. In the event of any inconsistency between the English text and text in other languages, the English version shall prevail.