

“MICROSOFT BUSINESS EXTENDED WARRANTY”

Warranty Extension Terms & Conditions – Mechanical Breakdown

CONGRATULATIONS! Thank **You** for **Your** recent purchase of Microsoft Business mechanical breakdown warranty. Please keep this important terms and conditions document (“Contract”) along with the **Proof of Purchase** together in a safe place, as both will be needed at the time of a warranty claim.

BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

In order to maximize Your benefits, please go to <https://mybusinessservice.surface.com> and register Your Service Contract within 10 days of purchase. Failure to do so may result in service delays when You have a Claim.

DEFINITIONS

Throughout this Contract, the following bolded out words have the stated meaning –

- **“We”, “Us”, “Our”**: Microsoft Regional Sales Corp, located at Blk 438 B, Alexandra Technopark, #04-09/12, Alexandra Road, Singapore 119968 or on its behalf an administrator obligated to provide a service under this Contract.
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer, Microsoft Mobile Oy, Keilalahdentie 4, FI-02150 Espoo, Finland. Website www.microsoft.com.
- **“Retailer”**: the seller that has been authorised by **Manufacturer** to sell this Contract to **You**.
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** protected by this Contract.
- **“Product(s)”**: the item(s) (i) manufactured by Microsoft which are legally imported by [HCL India] in India and sold through the Retailers; or (ii) at **Our** discretion, a **Replacement** item provided by **Us** that is protected under this Contract.
- **“Limit of Liability”**: the maximum liability under this Contract for any one warranty claim and in total during the **Term** of the Contract, as stated in the ‘Warranty’.
- **“Consequential Loss”**: a loss or cost incurred by **You** resulting from a **Breakdown** but which itself is not specifically protected under this Contract, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Original Purchase Price”**: the amount paid by **You** for the protected **Product(s)**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that details the **Product** purchased, or similar invoice receipt or proof of exchange under **Manufacturer’s** warranty documentation that provides proof that **You** own the **Product**.
- **“Term”**: the period of time in which the provisions of this Contract are valid as stated on **Your Summary of Protection**.
- **“Breakdown”**: the actual breaking or burning out of any part of **Your Product** whilst being used within the **Manufacturer’s** guidelines and arising from internal electronic, electrical or mechanical defects in the **Product** causing sudden stoppage of the function thereof and necessitating immediate **Repair** before it can resume normal operation.
- **“Repair”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a protected **Breakdown** warranty claim. *Parts used to **Repair** the **Product** may be new, used or refurbished parts that perform to the factory specifications of the original **Product** (but may have a different version of software).*
- **“Replace” or “Replacement(s)”**: in the event **We** determine the original defective **Product** is not suitable for **Repair**, the delivery to **You** of a product that is the same model or a model with similar features and functionality as **Your Product**. ***We** will use every reasonable effort to **Repair**, but **We** reserve the right to **Replace** the defective **Product**, at **Our** sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality which may not be the same model, colour or software version as **Your Product**.*
- **“Summary of Protection”**: the first page of **Your** online **Microsoft** account, as stated in the ‘Warranty’, that confirms **Your** protection under this Contract.

TERM – EFFECTIVE DATE OF PROTECTION

Protection for a **Breakdown** begins upon expiration of the shortest portion of the **Manufacturer’s** original parts and/or labour warranty and continues for the remainder of **Your Term** as shown on **Your Summary of Protection** or until the **Limit of Liability** is reached, whichever is sooner.

PRODUCT ELIGIBILITY

In order to be eligible for protection under this Contract, the **Product** must be: (a) purchased from **Microsoft** or a **Retailer**; (b) have a minimum twelve (12) month **Manufacturer’s** warranty, and (c) not covered under any insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

WHAT IS PROTECTED – GENERAL

On the occurrence of a **Breakdown**, this Contract covers the cost of labour and/or parts required to **Repair** the **Product**, or at **Our** sole discretion, **Replacement** of the **Product** in lieu of **Repair** if it suffers **Breakdown**.

Protection described in this Contract does not replace or provide duplicative benefits during any active **Manufacturer’s** warranty period. During such period, anything covered under that warranty is the sole responsibility of the **Manufacturer** and will not be considered under this Contract; regardless of the **Manufacturer’s** ability to fulfil its obligations. **We** will **Repair** or **Replace Your Product** pursuant to the provisions of this Contract. If **We** decide to **Replace Your Product**, technological advances may result in a product with a lower selling price than **Your Product**, and no reimbursement will be provided for the difference in price between the **Product** and the **Replacement** product. Any and all parts or units replaced under this Contract become

Our property in their entirety. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE **PRODUCT** WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOUR AS THE PREVIOUS COVERED **PRODUCT**.

WARRANTY

SURFACE TABLET CONTRACT

Your **Summary of Protection** can be found at <https://mybusinessservice.surface.com/>

If **You** purchased the 'Surface Tablet Contract' as indicated on **Your Summary of Protection**, **Your** Contract includes **Breakdown** Coverage for **Your Product**.

BREAKDOWN

You are protected for an unlimited number of **Breakdown** warranty claims during the **Term** of this Contract for the **Repair** or **Replacement** cost of **Your Product** in the event of **Breakdown**, subject to the **Limit of Liability** under this Contract.

LIMIT OF LIABILITY

During **Your** Contract **Term**, Our maximum liability pursuant to this Contract for any one (1) warranty claim and for all warranty claims in total shall not exceed the **Original Purchase Price** of **Your Product**.

You are protected for the following during **Your** Contract **Term**:

- An unlimited number of **Repairs** during **Your** Contract **Term**, up to a total of the **Original Purchase Price** of **Your Product** providing that it is not necessary to **Replace Your Product**.
- Up to one (1) **Replacement** of **Your Product**.

If it is necessary to **Replace Your Product**, all protection will cease and no further cover will be provided from the date that the **Replacement** product is provided.

NOTICE – About Replacements: Under **Your** Contract, when a **Replacement** product is applicable and provided to **You** in lieu of **Repair**, any accessories that are not integral to the basic function of **Your Product** will NOT be provided with the **Replacement** product. **Replacement** products may not be the same model or colour as **Your Product**. A **Replacement** product may be a new or refurbished product of equal or similar features and functionality as **Your Product**.

If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product may be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT**. If **You** do not return the defective **Product to Us** within ten (10) calendar days of confirmed delivery receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.

WHAT IS NOT PROTECTED – EXCLUSIONS

THIS CONTRACT DOES NOT PROTECT ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- | | |
|--|---|
| (a) Pre-Existing Conditions incurred or known to You (<i>Pre-Existing Condition refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Contract was purchased</i>). | (i) Loss, theft, or malicious mischief or disappearance. |
| (b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation. | (j) Animals (including pets), animal inhabitation or insect infestation. |
| (c) Any Consequential Loss whatsoever. | (k) Improper use of electricity and power fluctuations. |
| (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by Us . | (l) Fortuitous events, including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature, collapse, explosion or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand or smoke. |
| (e) Damage from freezing, overheating, rust, corrosion, warping or bending. | (m) Any accidental damage, meaning physical damage to the Product following a sudden and unforeseen accident which affects the functionality of Your Product . |
| (f) Wear and tear, or gradual deterioration of Product performance. | (n) Lack of performing the Manufacturer's recommended maintenance, operation, or storage of the Product in conditions outside of the Manufacturer's specifications or instructions. |
| (g) The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure. | (o) Product(s) that are subject to a Manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, Manufacturer error regardless of the Manufacturer's ability to pay for such repairs. |
| (h) Damage to or malfunction of Your Product caused by or attributed to the operation of a software virus or any other software based malfunction. | (p) Product(s) that have removed or altered serial numbers. |

- (q) Cosmetic damage however caused to **Your Product**, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.
- (r) Normal periodic or preventive maintenance, adjustment, modification or servicing.
- (s) Any service of the **Product** that is covered by a warranty, other service policy, or insurance.
- (t) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.
- (u) Screen/monitor imperfections, including but not limited to burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens.
- (v) Cost of component parts not covered by the **Product's** original **Manufacturer's** warranty, or any non-operating / non-power-driven part, including, but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or moulding, switches and wiring.
- (w) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the **Product**.
- (x) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
- (y) Any claim where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the Contract.
- (z) Any claim for the restoration of software, including a particular version of software, or data, or for retrieving data from **Your Product**.

WARRANTY CLAIMS

IMPORTANT: THE SUBMISSION OF A WARRANTY CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO **YOUR PRODUCT** IS PROTECTED UNDER **YOUR** CONTRACT. THIS CONTRACT MAY NOT PROVIDE ANY PROTECTION IF **YOU** MAKE UNAUTHORISED REPAIRS.

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within fourteen (14) days of the warranty claim incident occurring. Failure to observe these procedures may invalidate **Your** warranty claim.

When **You** make a warranty claim **Microsoft** will ask **You** questions about **Your** warranty claim and the nature of any **Breakdown** or cause of damage. **You** must answer these questions truthfully and to the best of **Your** ability and take reasonable care not to make any misrepresentation as failing to provide accurate information may invalidate **Your** Contract.

For best service, have **Your Proof of Purchase** readily available and contact **Us** at <https://www.microsoft.com/surface/support/contact-us-business>. **Our** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**, and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be provided with a warranty claim service request number and further instructions on how to obtain service for **Your Product**.

Please do not take or return **Your Product** to the **Retailer** or ship **Your Product** anywhere, unless **We** instruct **You** to do so. If **You** are instructed by **Us** to mail-in the **Product** please be sure to include all of the following with **Your Product**:

- (1) A copy of **Your Proof of Purchase**,
- (2) A brief written description of the problem **You** are experiencing with the **Product**, and
- (3) A prominent notation of **Your** warranty claim service request number that **We** gave to **You**.

NOTE: If **We** require **You** to mail the **Product**, **We** will provide **You** specific instructions on how to mail the **Product**. For mail-in service, **We** will pay for shipping to and from **Your** location if **You** follow all **Our** instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any shipping charges or damages due to improper packaging by **You**. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

Do not include any accessories, games or other personal property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.

IMPORTANT: DO NOT OPEN THE **PRODUCT**. OPENING THE **PRODUCT** MAY CAUSE DAMAGE THAT IS NOT PROTECTED BY CONTRACT, AND MAY MAKE **YOUR PRODUCT** INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY **MICROSOFT** OR AN AUTHORISED SERVICE PROVIDER APPROVED BY **US** MAY PERFORM SERVICE ON THE **PRODUCT**.

MICROSOFT'S RESPONSIBILITIES

- (a) After **You** return **Your Product**, **Microsoft** will inspect it.
- (b) **Your** postage costs will be refunded by **Microsoft**, if the warranty claim is valid and postage was not pre-paid.
- (c) If **Microsoft** determines that **Your Product** malfunctioned as described in this Contract, then **Microsoft** will (at **Microsoft's** sole option) **Repair or Replace**. **Microsoft** will do this without charge to **You** if the malfunction is caused by **Breakdown**. **Replacement** may be with a refurbished unit or a functionally equivalent **Product**. If **Microsoft Replaces Your Product**, **Your** original **Product** becomes **Our** property and the **Replacement Product** is **Your** property, with protection for that **Product** continuing for the remaining **Term** of the Contract, subject to the **Limit of Liability**.
- (d) If **Your Product** malfunctions after the **Term** of this Contract expires, there is no protection of any kind under this Contract. After the **Term** of this Contract expires, **You** may be charged a fee for **Microsoft's** services to diagnose and repair any problems with **Your Product**.

YOUR RESPONSIBILITIES

To receive service or support under this Contract, **You** agree to:

- (a) Provide **Microsoft** with the serial number of **Your Product**.
- (b) Provide information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- (c) Respond to requests for information, including but not limited to **Your Product's** model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- (d) Update the **Product** Software to currently published releases prior to seeking warranty claims service.
- (e) Follow the instructions **Microsoft** gives **You**, including but not limited to refraining from sending **Microsoft** products and accessories that are not subject to **Repair** or **Replacement** and packing **Your Product** in accordance with shipping instructions.
- (f) On a Replacement, **You** must ship **Your** defective **Product** to **Us** within ten (10) calendar days of delivery of the **Replacement** product. If **You** do not return the defective **Product** to **Us** within ten (10) calendar days of receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.
- (g) **YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE, INCLUDING A SPECIFIC VERSION OF SOFTWARE, OR DATA, OR DATA RETRIEVAL TO/FROM YOUR PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT PRODUCT THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE, INCLUDING A SPECIFIC VERSION OF SOFTWARE, OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.**

FRAUD

If **You** make any fraudulent warranty claim or if **You** use any fraudulent means or devices under this Contract, **You** will forfeit all benefits under this Contract and this Contract will immediately end. **We** may inform the police and/or any other law enforcement agency about the circumstances of such a warranty claim. **We** reserve the right to instruct an investigation into **Your** warranty claim and reserve the right to recover from **You** the cost of any investigation into a fraudulent warranty claim under this Contract.

RENEWABILITY

This Contract may be renewed after **Your Term** expiration, at **Our** discretion. If **We** offer to further extend **Your** Warranty, the renewal price quoted will reflect the age of **Your Product** and the prevailing **Product Replacement** cost at that time.

TRANSFERABILITY

Coverage under this Contract cannot be transferred by **You** to any other party or product.

CANCELLATION

YOUR RIGHT TO CANCEL

You may cancel this Contract at any time by informing **Us** of the cancellation request at the details below.

You may phone **Us** on the phone number found at <https://support.microsoft.com/customer-service-phone-numbers>, or email msespbus@microsoft.com.

If **Your** cancellation request is within thirty (30) days of the Contract purchase date, **You** will receive a one-hundred percent (100%) refund of the Contract purchase price paid by **You**, provided that no warranty claims have been made during that period.

If **Your** cancellation request is made after thirty (30) days of the Contract purchase date, **You** will receive a pro-rata refund of the Contract purchase price paid by **You**, provided no warranty claims have been made.

OUR RIGHT TO CANCEL

If **We** cancel this Contract, **We** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this Contract, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

We may only cancel this Contract for the following reasons:

- (a) non-payment of the Contract purchase price/fee by **You**,
- (b) deliberate misrepresentation by **You**, or
- (c) substantial breach of duties under this Contract by **You** in relation to the **Product** or its use.

COMPLAINTS PROCEDURE

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service please notify one of **Our** telephone representatives at the telephone number found at <https://support.microsoft.com/customer-service-phone-numbers>, or via email:

msepbus@microsoft.com.

We will reply within five (5) working days from when **We** receive **Your** complaint. If it is not possible to give **You** a full reply within this time (for example, because a detailed investigation is required), **We** will give **You** an interim response telling **You** what is being done to deal with **Your** complaint, when **You** can expect a full reply and from whom. In most cases **Your** complaint will be resolved within four (4) weeks.

PRIVACY AND DATA PROTECTION

DATA TRANSFER CONSENT

By purchasing this Contract, **You** have consented to the use of **Your** data as described below.

DATA PROTECTION

We are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this Contract will be regarded as **Your** acknowledgement that **You** have read and accepted this Contract.

HOW WE USE AND PROTECT YOUR INFORMATION AND WHO WE SHARE IT WITH

We will use **Your** information (name, contact details, purchase information, product and warranty information) to manage **Your** Contract, including underwriting and warranty claims handling. This may include disclosing it to insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details that **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** will provide an adequate level of protection to **Your** data that is compliant with the Information Technology Act, 2000 (including the Information Technology Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

We do not disclose **Your** information to anyone outside the Microsoft Group except:

- Where **You** have given **Your** permission.
- Where **We** are required or permitted to do so by law.
- To credit reference and fraud prevention agencies where permitted under legislation.
- Other companies that provide a service to **Us** or **You** in relation to this Contract.
- Where **We** transfer rights and obligations under this Contract.

We may transfer **Your** information to other countries and jurisdictions for the purposes of managing **Your** Contract within the limits laid down above and on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

You have expressly granted **Your** permission for information relating to **You** and **Your Product** to be held and processed by companies of the Microsoft Group or other companies within the limits laid down above in India and the United States of America.

YOUR RIGHTS

You have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**. If **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible.

MARKETING

We will not use **Your** data for marketing purposes. All information provided is used to manage **Your** Contract only, except where **You** have consented explicitly to such other use.

GENERAL PROVISIONS

LAW

The Parties to this Contract agree that this Contract shall be subject to the laws of India.

SUBCONTRACT

We may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to **You** when doing so.

WAIVER AND SEVERABILITY

The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

In the event that any provision of this Contract will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Contract unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

NOTICES



You expressly consent to be contacted, for the purposes of managing **Your** Contract, at any telephone number, or physical or electronic address **You** provide **Us**. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means, including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email or fax number that **You** provided to **Us**, or three (3) days after mailing to the street address **You** provided.

ENTIRE AGREEMENT

This Contract; including the **Summary of Protection**, terms, conditions, limitations, exceptions and exclusions, and **Your Proof of Purchase**, constitute the entire agreement between **Us** and **You** and no representation, promise or condition not contained herein shall modify these items, except as required by law.