

MANUFACTURER’S LIMITED HARDWARE WARRANTY & AGREEMENT

This Manufacturer’s Limited Hardware Warranty & Agreement (“Warranty”) is an agreement between you and the applicable Microsoft contracting entity identified at the bottom of this Warranty (“Microsoft”).

BY PURCHASING OR USING YOUR MICROSOFT PRODUCT, YOU AGREE TO THIS WARRANTY. PLEASE READ AND SAVE A COPY FOR YOUR RECORDS. IF YOU DO NOT ACCEPT THIS WARRANTY, DO NOT USE YOUR MICROSOFT PRODUCT AND RETURN IT UNUSED TO YOUR RETAILER, RESELLER, OR MICROSOFT FOR A REFUND. IF YOU RETURN IT, THIS WARRANTY WILL GOVERN WHAT OCCURS BEFORE YOUR RETURN.

RELATION TO CONSUMER LAW. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND IS IN ADDITION TO, NOT IN PLACE OF, ANY RIGHTS YOU MAY HAVE UNDER CONSUMER OR OTHER LAWS APPLICABLE TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR BY PROVINCE OR COUNTRY. OTHER THAN AS PERMITTED BY LAW, MICROSOFT DOES NOT EXCLUDE, LIMIT, OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCOMFORMITY OF A SALES CONTRACT. For Australia: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Our 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 be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

1. Definitions

- (a) “Microsoft Product” means a genuine Microsoft hardware product purchased from Microsoft or an authorized retailer or reseller. Some Microsoft hardware products have their own limited warranties instead of this one.
- (b) “Normal Use Conditions” means ordinary consumer use under normal conditions according to the instruction manual and any other support documentation provided by Microsoft for the Microsoft Product.

2. Duration

Without prejudice to any legal (statutory) rights to which you may be entitled under your local law, this Warranty lasts for **one year** from the date of original purchase from Microsoft or an authorized retailer or reseller.

3. Territory

This Warranty is valid only in Australia and New Zealand.

4. Warranty

- (a) Microsoft warrants that the Microsoft Product will not malfunction due to a defect in materials or workmanship under Normal Use Conditions.
- (b) Subject to your legal (statutory) rights under your local law, this Warranty is the only guarantee, warranty, or condition Microsoft gives for your Microsoft Product. No one else may give any guarantee, warranty, or condition on Microsoft's behalf.

5. How to Get Warranty Service

Prior to providing warranty service, Microsoft or its agents may require you to provide proof of purchase for the Microsoft Product.

- (a) Before starting the warranty process, please use the troubleshooting tips at support.microsoft.com.
- (b) If the troubleshooting tips do not resolve your problem, then follow the online process at support.microsoft.com/devices.
- (c) **Back up your Data or Programs and Delete Confidential Information.** Before sending your Microsoft Product to Microsoft for service, be sure to:
 - i. KEEP A COPY OF ANY DATA OR PROGRAMS YOU WANT TO SAVE. MICROSOFT IS NOT RESPONSIBLE FOR YOUR DATA OR PROGRAMS AND WILL ERASE THEM; AND
 - ii. DELETE ANYTHING YOU CONSIDER CONFIDENTIAL. MICROSOFT IS NOT RESPONSIBLE FOR THE CONFIDENTIALITY OF YOUR INFORMATION IF YOU LEAVE THAT CONFIDENTIAL INFORMATION ON YOUR DEVICE.

Warranty service may be available only in the country where you purchased the Microsoft Product. If warranty service is unavailable to you in the country where the device is located when warranty service is requested, Microsoft may offer you other support options for an additional charge.

6. Microsoft's Responsibility

- (a) If Microsoft determines that the Microsoft Product malfunctioned under Normal Use Conditions during the warranty period due to a defect in materials or workmanship, Microsoft will (at its option) repair or replace it or the defective part, or refund the purchase price in exchange for the return of the Microsoft Product, unless a mandatory provision of your local law provides otherwise. Unless a mandatory provision of your local law provides otherwise, repair may use new or refurbished parts and replacement may be with a new or refurbished unit. When replacing the unit, Microsoft may use either the same unit model or, if unavailable, the model nearest to the original model's form, functionality, and performance, in Microsoft's sole discretion. The Microsoft Product or all parts of your Microsoft Product that Microsoft has replaced become Microsoft's property.
- (b) After repair or replacement, your Microsoft Product will be covered by this Warranty for the longer of the remainder of your original warranty period or 90 days after Microsoft ships it to you. In Australia, in addition to this warranty, your repaired or replacement Microsoft Product will come with statutory consumer guarantees under the Australian Consumer Law which may give you a longer statutory warranty.

- (c) MICROSOFT'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR MICROSOFT PRODUCT, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY UNDER THIS EXPRESS WARRANTY, SUBJECT TO OTHER RIGHTS YOU MAY HAVE UNDER APPLICABLE LAW.
- (d) Subject to your local law, if your Microsoft Product malfunctions after one year (or other time in Section 2) from the date of original purchase or if your Microsoft Product is otherwise excluded from this Warranty, Microsoft may charge you a fee for its efforts (whether successful or not) to diagnose and service any problems with it.

7. Warranty Exclusions

To the extent permitted by your local law, Microsoft is not responsible, and this Warranty does not apply (and Microsoft may not offer service even for a fee) to:

- (a) a Microsoft Product not purchased from Microsoft or an authorized retailer or reseller;
- (b) damage caused by use with products, applications, or services not manufactured, licensed, or supplied by Microsoft (including, for example, games and accessories not manufactured or licensed by Microsoft, and "pirated" games);
- (c) a Microsoft Product that has had its serial or IMEI number altered or removed;
- (d) damage caused by any external cause (including, for example, by being dropped, exposed to liquid, or used with inadequate ventilation);
- (e) damage caused by use not in accordance with the user manual or any other instruction Microsoft provided;
- (f) damage caused by repairs or modifications done by someone other than Microsoft or a Microsoft authorized service provider;
- (g) scratches, dents, other cosmetic damage, or damage reasonably expected as a result of normal wear and tear;
- (h) damage caused by hacking, cracking, viruses or other malware, or by unauthorized access to services, accounts, computer systems, or networks; or
- (i) a Microsoft Product that has had its software or hardware modified to alter its functionality or capabilities using malicious code, malware, bots, worms, trojans, backdoors, exploits, cheats, fraud, hacks, hidden diagnostics, or other mechanisms:
 - i. to disable security or content-protection mechanisms;
 - ii. to give the user an unfair advantage or degrade other users' experience in online gaming;
 - iii. to deceive or defraud Microsoft or others; or
 - iv. that may harm the product or our systems.

This Warranty applies only if your Microsoft Product is used with the Microsoft operating system preinstalled in your Microsoft Product, or any contemporaneous or later version of that operating system.

This Warranty does not apply to (a) consumable parts designed to diminish over time, such as reduced charging capacity of the battery resulting from its natural end-of-product life, unless the failure occurred due to a defect in materials or workmanship, or (b) a SIM card or any cellular or other networks or system on which the Microsoft Product operates.

This Warranty does not apply to any software distributed by Microsoft with the Microsoft Product.

Microsoft does not guarantee that your use of the Microsoft Product will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

8. EXCLUSION OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY

UNLESS OTHERWISE PROVIDED UNDER YOUR LOCAL LAW, MICROSOFT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR MICROSOFT PRODUCT. THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES, PROVINCES, AND COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY YOUR LOCAL LAW, IF YOU HAVE ANY BASIS FOR A REMEDY BEYOND REPAIR, REPLACEMENT, OR REFUND—SEE SECTION 6(c), MICROSOFT’S LIABILITY TO YOU CAN BE NO MORE THAN THE PURCHASE PRICE PAID FOR THE MICROSOFT PRODUCT (AS APPLICABLE).

9. Additional Terms

All parts of this Warranty apply to the maximum extent permitted by your local law or unless prohibited by your local law. If a court or arbitrator holds that Microsoft cannot enforce a part of this Warranty as written, those parts shall be deemed replaced with similar terms to the extent enforceable under the relevant law (or where a local court or arbitrator will not amend this Warranty, such part will be severed), but the rest of this Warranty won't change.

10. Choice of Law

In Australia, this warranty is governed by and is to be construed in accordance with the laws applicable in New South Wales. In New Zealand, this warranty is governed by and is to be construed in accordance with the laws applicable in New Zealand.

Microsoft Contact Information

Region/Country of Purchase	Microsoft Contracting Entity	Address
Australia	Microsoft Pty. Limited	1 Epping Road, North Ryde NSW 2113, AUSTRALIA
New Zealand	Microsoft Corporation	Level 5, 22 Viaduct Harbour Avenue, Auckland, NEW ZEALAND