

## LIMITED WARRANTY

**BY USING YOUR SURFACE PURCHASED FROM AN AUTHORIZED RETAILER (“MICROSOFT HARDWARE”), OR SURFACE ACCESSORY PURCHASED FROM AN AUTHORIZED RETAILER (“ACCESSORY”), YOU AGREE TO THIS WARRANTY.**

**BEFORE USING IT, PLEASE READ THIS WARRANTY CAREFULLY. IF YOU DO NOT ACCEPT THIS WARRANTY, DO NOT USE YOUR MICROSOFT HARDWARE OR ACCESSORY. RETURN IT UNUSED TO YOUR RETAILER OR MICROSOFT FOR A REFUND.** See [www.microsoft.com/surface/warranty](http://www.microsoft.com/surface/warranty) for more information.

This warranty gives You specific legal rights. You may also have other rights which vary from country to country. This warranty applies to the maximum extent permitted by law and unless restricted or prohibited by law.

### 1. Warranty

- (a) For **one (1) year** from the date You purchased Your Microsoft Hardware or Accessory from an authorized retailer (“Express Warranty Period”), Microsoft warrants, only to You, that the Microsoft Hardware or Accessory will not malfunction due to a defect in materials or workmanship under Normal Use Conditions (“Express Warranty”).
- (b) This is the only express warranty Microsoft gives for Your Microsoft Hardware or Accessory. Microsoft gives no other guarantee, warranty, or condition. No one else may give any guarantee, warranty, or condition on Microsoft’s behalf.
- (c) YOU MAY HAVE AN IMPLIED WARRANTY UNDER STATUTE, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (“Implied Warranty”).
- (d) **Other Definitions.** “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China. “Microsoft” means Microsoft Corporation. “Normal Use Conditions” means ordinary consumer use under normal conditions according to the instruction manual. “You” means the original end-user.

### 2. How to Get Warranty Service

- (a) Before starting the warranty process, please use the troubleshooting tips at [www.microsoft.com/surface/support](http://www.microsoft.com/surface/support).
- (b) If the troubleshooting tips do not resolve Your problem, then follow the online process at [www.microsoft.com/surface/warranty](http://www.microsoft.com/surface/warranty).
- (c) **Back up Your Hard Drive and Delete Confidential Information.** Before sending Your Microsoft Hardware or Accessory to Microsoft or taking it to an authorized retailer for service, be sure to:
  - (I) BACK UP YOUR HARD DISK DRIVE AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS YOU WANT TO SAVE. MICROSOFT AND RETAILERS ARE NOT RESPONSIBLE FOR YOUR DATA OR PROGRAMS AND MAY ERASE THEM.
  - (II) DELETE ANYTHING YOU CONSIDER CONFIDENTIAL. MICROSOFT AND RETAILERS ARE NOT RESPONSIBLE FOR YOUR PRIVACY IF YOU LEAVE CONFIDENTIAL INFORMATION ON YOUR DEVICE.

For more information, please see: [www.microsoft.com/surface/warranty](http://www.microsoft.com/surface/warranty).

### 3. Microsoft’s Responsibility

- (a) After You return Your Microsoft Hardware or Accessory to Microsoft or an authorized retailer, Microsoft or the retailer will inspect it.

- (b) If Microsoft or the retailer determines that the Microsoft Hardware or Accessory malfunctioned due to a defect in materials or workmanship during the Express Warranty Period or any Implied Warranty period under Normal Use Conditions, Microsoft or the retailer will (at its option) repair or replace it, or refund the purchase price to You. Repair may use new or refurbished parts. Replacement may be with a new or refurbished unit.
- (c) After repair or replacement, Your Microsoft Hardware or Accessory will be covered by this warranty for the longer of the remainder of Your original Express Warranty Period or Implied Warranty period or 90 days after Microsoft or the retailer ships it to You.
- (d) MICROSOFT'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR MICROSOFT HARDWARE OR ACCESSORY, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY.
- (e) If Your Microsoft Hardware or Accessory malfunctions after the Express Warranty Period, or any Implied Warranty period expires, there is no warranty of any kind. After the Express Warranty Period, or any Implied Warranty period expires, Microsoft may charge You a fee for its efforts to diagnose and service any problems with Your Microsoft Hardware or Accessory.

#### **4. Warranty Exclusions**

(a) Microsoft is not responsible and this Express Warranty does not apply if Your Microsoft Hardware or Accessory is:

- i. damaged by use with products not sold or licensed by Microsoft;
- ii. opened, modified, or tampered with (including, for example, any attempt to defeat or circumvent any Microsoft technical limitation or security mechanism, etc.), or its serial number is altered or removed;
- iii. damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, etc., or failure to follow instructions in the instruction manual);
- iv. scratched, dented, etc. or shows other cosmetic damage; or
- v. repaired by anyone other than Microsoft or an authorized retailer.

(b) Microsoft is not responsible and this warranty does not apply if Your Microsoft Hardware is used with an operating system other than the Windows operating system preinstalled in Your Microsoft Hardware, or any contemporaneous or later version of that operating system.

(c) This warranty also does not apply to consumable parts that are designed to diminish over time unless the failure has occurred due to a defect in materials or workmanship in those parts.

(d) Microsoft does not guarantee that Your use of the Microsoft Hardware or Accessory will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

#### **5. EXCLUSION OF CERTAIN DAMAGES**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MICROSOFT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR MICROSOFT HARDWARE OR ACCESSORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE LOSSES OR DAMAGES. Some countries do not allow the exclusion or limitation of certain losses or damages, so this limitation or exclusion may not apply to You.

**6. Additional Terms**

If You attempt to defeat or circumvent any Microsoft Hardware or Accessory technical limitation or security system, You may cause Your Microsoft Hardware or Accessory to stop working permanently. You will also void Your warranty, and make Your Microsoft Hardware or Accessory ineligible for authorized repair, even for a fee.

**7. Choice of Law**

This warranty is valid only in Hong Kong. This warranty will be subject to and construed in accordance with the law of your country of residence'