

WARRANTY

BY USING YOUR SURFACE PURCHASED FROM MICROSOFT, AN AUTHORIZED RETAILER OR RESELLER (“MICROSOFT HARDWARE”), OR MICROSOFT BRANDED ACCESSORY PURCHASED FROM MICROSOFT, AN AUTHORIZED RETAILER OR RESELLER (“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 RESELLER, OR MICROSOFT FOR A REFUND. See www.surface.com/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 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 Microsoft, an authorized retailer or reseller (“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.
- (b) This is the only 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) IF YOUR COUNTRY’S LAW GIVES YOU ANY IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DURATION IS LIMITED TO THE WARRANTY PERIOD. Some countries do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to You.
- (d) **Other Definitions.** “You” means the original end-user. “Normal Use Conditions” means ordinary consumer use under normal conditions according to the instruction manual.
- (e) In 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.

2. How to Get Warranty Service

- (a) Before starting the warranty process, please use the troubleshooting tips at www.surface.com/support.
- (b) If the troubleshooting tips do not resolve Your problem, then follow the online process at www.surface.com/warranty.
- (c) **Back up Your Hard Drive and Delete Confidential Information.** The repair of Your Microsoft Hardware or Accessory may result in a loss of data. Before sending Your Microsoft Hardware or Accessory to Microsoft or taking it to an authorized retailer or reseller 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 or reseller are not responsible for Your data or programs and may erase them.
 - (ii) Delete anything You consider confidential. Microsoft and retailers or reseller are not responsible for Your privacy if you leave confidential information on Your device. For more information, please see: www.surface.com/warranty.

3. Microsoft’s Responsibility

- (a) After You return Your Microsoft Hardware or Accessory to Microsoft, an authorized retailer or reseller, Microsoft, the retailer or reseller will inspect it.
- (b) If Microsoft, the retailer, or reseller determines that the Microsoft Hardware or Accessory malfunctioned due to a defect in materials or workmanship during the Warranty Period under Normal Use Conditions, Microsoft or the retailer or reseller will (at its option where permitted by law) repair or replace it, or refund the purchase price to You. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

(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 Warranty Period, or 90 days after Microsoft or the retailer or reseller 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 except where You have other remedies under law.

(e) If Your Microsoft Hardware or Accessory malfunctions after the Warranty Period expires, there is no express warranty of any kind.

4. Warranty Exclusions

(a) Microsoft is not responsible and this 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 or reseller.

(b) This express 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

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 HARDWARE or Accessory. 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 countries do not allow the exclusion or limitation of incidental or consequential 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 Australia and in New Zealand. 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's address in Australia: Microsoft Pty. Limited 1 Epping Road, North Ryde NSW 2113, AUSTRALIA. Phone number: 13 20 58.

Microsoft's address in New Zealand: Level 5,22 Viaduct Harbour Avenue, Auckland, NEW ZEALAND