

MANUFACTURER'S WARRANTY

This Manufacturer's Warranty ("Warranty") is granted to You by Microsoft Ireland Operations Limited, Blackthorn Road, Sandyford Industrial Estate; Dublin 18, Ireland ("Microsoft").

BY USING YOUR SURFACE PURCHASED FROM MICROSOFT AN AUTHORIZED RETAILER OR RESELLER ("MICROSOFT HARDWARE"), OR SURFACE ACCESSORY PURCHASED FROM MICROSOFT OR 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, RESELLER, OR MICROSOFT FOR A REFUND.

See: www.microsoft.com/surface/warranty for more information.

This Warranty is distinct from any statutory product warranties owed by retailers, resellers, and/or manufacturers under any national law applicable to You. It is intended to grant You specific, and as the case may be, additional rights, within the limits of what is permissible under such law, and not to restrict your rights under applicable statutory product warranty provisions. It cannot be transferred to any third party.

1. Warranty

- (a) For **one (1) year** from the date You purchased Your Microsoft Hardware or Accessory from Microsoft or an authorized retailer or reseller, or for any longer warranty term that may be specified for the country in which you purchased your Microsoft Hardware or Accessory, please see www.microsoft.com/surface/warranty ("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.

2. Duration

Without prejudice to any statutory warranty to which You may be entitled under any local law applicable to You, and unless any such law provides for a longer term, Microsoft offers this Warranty, for a term of one (1) year from the purchase date of such Microsoft Hardware or Accessory from Microsoft or an authorized retailer or reseller, or for any longer warranty term that may be specified for the country in which you purchased your Microsoft Hardware or Accessory. Please see: www.microsoft.com/surface/warranty.

3. Territory

This Warranty will be valid in the following countries only: Austria, Belgium, France, Ireland, Italy, Luxembourg, Netherlands, Portugal, Russia, Spain, Switzerland and United Kingdom

You acknowledge that specific export laws and regulations may apply to You depending on your country of residence and You agree to comply with all such laws and regulations if You export Your Microsoft Hardware or Accessory.

4. How to Get Warranty Service

- (a) Before starting the warranty process, please use the troubleshooting tips at 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.
- (c) **Back up the Data or Programs Stored on Your Microsoft Hardware or Accessory and Delete Confidential Information.** 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 THE DATA OR PROGRAM STORED ON YOUR MICROSOFT HARDWARE OR ACCESSORY AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS YOU WANT TO SAVE. MICROSOFT, RETAILERS, OR RESELLERS ARE NOT RESPONSIBLE FOR YOUR DATA OR PROGRAMS AND MAY ERASE THEM.
 - (II) DELETE ANYTHING YOU CONSIDER CONFIDENTIAL. MICROSOFT, RETAILERS, OR RESELLERS ARE NOT RESPONSIBLE FOR YOUR PRIVACY IF YOU LEAVE CONFIDENTIAL INFORMATION ON YOUR DEVICE.

For more information, please see: www.microsoft.com/surface/warranty.

5. Microsoft's Responsibility

- (a) After You return Your Microsoft Hardware or Accessory to Microsoft or an authorized retailer or reseller, Microsoft or the retailer or reseller will inspect it.
- (b) If Microsoft or the retailer or reseller determines 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) repair or replace it, or refund the purchase price to You, unless a mandatory provision of any local law applicable to You provides otherwise. 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 either 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) UNLESS OTHERWISE PROVIDED UNDER ANY LOCAL LAW APPLICABLE TO YOU, 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 Warranty Period expires, there is no warranty of any kind. After the Warranty Period expires, Microsoft may charge You a fee for its efforts to diagnose and service any problems, whether such efforts are successful or not.

6. 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) 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.
- (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

7. EXCLUSION OF CERTAIN DAMAGES

UNLESS OTHERWISE PROVIDED UNDER ANY LOCAL LAW APPLICABLE TO YOU, 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.

8. 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.

9. Choice of Law

This Warranty will be subject to and construed in accordance with the law of Your country of residence, regardless of conflict of laws principles.
