

## MANUFACTURER'S LIMITED WARRANTY

This Manufacturer's Limited Warranty ("Warranty") is granted to you by Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland ("Microsoft").

**RELATION TO CONSUMER LAW.** THIS WARRANTY GIVES YOU SPECIFIC CONTRACTUAL RIGHTS AND IS IN ADDITION TO, NOT IN PLACE OF, ANY STATUTORY RIGHTS YOU MAY HAVE UNDER LOCAL CONSUMER OR OTHER LAWS APPLICABLE TO YOU. IN CASES OF DEFECTS, YOU MAY EXERCISE STATUTORY RIGHTS FREE OF CHARGE. 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 NONCONFORMITY OF A SALES CONTRACT.

### 1. Definitions

- (a) "Microsoft Product" means a genuine Microsoft hardware product, or a replacement component sold separately, purchased from Microsoft or an authorized 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, technical specifications, 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 reseller, unless a different time appears below:

Duration	Product Name
90 Days	All Xbox accessories (except Xbox Elite Wireless Controller Series 2 and Xbox Wireless Headset—1 year); replacement components sold separately
2 Years	HoloLens 2 Industrial Edition only

If you live in Luxembourg you are legally entitled to a two-year guarantee when you purchase a new product from Microsoft, in addition to your rights under this Warranty.

### 3. Territory

This Warranty will be valid in the country within the European Economic Area (EEA), Switzerland, and United Kingdom in which the Microsoft Product was purchased from Microsoft or an authorized reseller.

### 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 legal (statutory) rights under your local law, this Warranty is the only contractual warranty or condition Microsoft gives for your Microsoft Product. No one else may give any guarantee, warranty, or condition on Microsoft's behalf.
- (c) WITHOUT PREJUDICE TO ANY LEGAL (STATUTORY) RIGHTS TO WHICH YOU MAY BE ENTITLED UNDER YOUR LOCAL LAW, IF YOUR LOCAL LAW GIVES YOU ANY IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DURATION IS THE SAME AS THIS WARRANTY. SOME STATES, PROVINCES, OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## 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](https://support.microsoft.com).
- (b) If the troubleshooting tips do not resolve your problem, then follow the online process at [support.microsoft.com/warranty](https://support.microsoft.com/warranty).
- (c) **Back up your Data or Applications and Delete Confidential Information.** Before sending your Microsoft Product to Microsoft for service, be sure to:
  - i. KEEP A COPY OF ANY DATA OR APPLICATIONS YOU WANT TO SAVE. MICROSOFT IS NOT RESPONSIBLE FOR YOUR DATA OR APPLICATIONS 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.

You may obtain warranty service in the European Economic Area (EEA) countries, United Kingdom, and Switzerland under this Warranty without paying any shipping and handling fees. Outside this region, warranty service options may be limited. If a given service option is not available for the Microsoft Product in such country, Microsoft or its agent shall notify whether you need to direct your service query to the country in which you bought the product, as well as notifying you about any additional shipping and handling charges which may apply and request your approval before rendering service.

## 6. Microsoft's Responsibility

Without prejudice to, and without limiting or restricting any rights and claims you may have under your local law, also in connection with your (purchase) contract, Microsoft's responsibilities under this Warranty are as follows:

- (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; 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, performance, and color, 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.
- (c) MICROSOFT'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR MICROSOFT PRODUCT, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY.
- (d) If your Microsoft Product malfunctions after the legal guarantee you may have under your local law or after the Warranty Period, 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**

Microsoft is not responsible under this Warranty, 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 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, technical specifications, 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, or damage caused by using another company's parts;
- (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' online experience;
  - 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 operating system Microsoft preinstalled in your Microsoft Product, or any later version of that operating system.

This Warranty does not apply to (a) consumable parts that 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 network 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.

This Section 7 does not limit or restrict any rights or claims you may have under your local law, also in connection with your (purchase) contract.

## **8. EXCLUSION OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY**

UNDER THIS WARRANTY, 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.

IF YOU HAVE ANY BASIS FOR A REMEDY BEYOND REPAIR, REPLACEMENT, OR REFUND—SEE SECTION 6(c), MICROSOFT'S LIABILITY TO YOU UNDER THIS WARRANTY CAN BE NO MORE THAN THE PURCHASE PRICE PAID FOR THE MICROSOFT PRODUCT (AS APPLICABLE).

THIS SECTION 8 DOES NOT APPLY TO CLAIMS YOU MAY HAVE UNDER LOCAL LAW, ALSO IN CONNECTION WITH YOUR (PURCHASE) CONTRACT.

## **9. Additional Terms**

All parts of this Warranty apply to the maximum extent permitted 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 which reflect the intended economic purpose as closely as possible to the extent enforceable under the relevant law or determined by the statutory provisions, but the rest of this Warranty won't change.

## **10. Choice of Law**

This Warranty will be subject to and construed in accordance with the laws of the country where the Microsoft Product was purchased, regardless of conflict of laws principles.

## **11. Further information.**

For further information on your Warranty, as well as information required to process your Warranty queries, please visit: [support.microsoft.com](https://support.microsoft.com)