

Microsoft Warranty Booklet

Warranty and Special Provisions for Australia, New Zealand or Papua New Guinea

Express Limited Warranty

Consumer Rights

Consumers may have the benefit of certain rights or remedies pursuant to the Trade Practices Act and similar state and territory laws in Australia or the Consumer Guarantees Act in New Zealand, in respect of which certain liability may not be excluded.

Limited Express Warranty

PC Manufacturer warrants that: (a) the SOFTWARE will perform substantially in accordance with the accompanying Product Manual(s) for a period of 90 days from the date of receipt; and (b) any Microsoft® hardware accompanying SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of 1 year from the date of receipt.

Customer Remedies

To the maximum extent permitted under applicable law, PC Manufacturer's and its supplier's entire liability and your exclusive remedy under the express warranty is, at PC Manufacturer's option, either (a) return of the price paid; or (b) repair or replacement of the SOFTWARE or Microsoft hardware which does not meet the warranty and which is returned to PC Manufacturer with a copy of your receipt. The warranty is void if failure of the SOFTWARE or Microsoft hardware has resulted from accident, abuse or misapplication. Any replacement SOFTWARE and/or Microsoft hardware will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

Limitation of Liability

To the maximum extent permitted by applicable law, any conditions or warranties imposed or implied by law are hereby excluded. Consumers may nevertheless have the benefit of certain rights or remedies pursuant to the Trade Practices Act and similar state and territory laws in Australia or the Consumer Guarantees Act in New Zealand, in respect of which liability may not be excluded. Insofar as such liability may not be excluded, then to the maximum extent permitted by law, such liability is limited, at the exclusive option of PC Manufacturer, to either (a) replacement of the SOFTWARE (and any accompanying hardware supplied); or (b) correction of defects in the SOFTWARE; or (c) payment of the cost of having defects in the SOFTWARE (and any accompanying hardware supplied).

Exclusion of Liability/Damages

The following is without prejudice to any rights you may have at law which cannot legally be excluded or restricted. You acknowledge that no promise, representation, warranty or undertaking has been made or given by PC Manufacturer and/or Microsoft Corporation (or related company of either) to any person or company on its behalf in relation to the profitability of or any other consequence or benefits to be obtained from the delivery or use of the SOFTWARE and any accompanying Microsoft hardware, software, manuals or written materials. You have relied upon your own skills and judgement in deciding to acquire the SOFTWARE and any accompanying hardware, manuals and written materials for use by you. Except as and to the extent provided in this agreement, neither PC Manufacturer and/or Microsoft Corporation (or related company of either) will in any circumstances be liable for any other damages whatsoever (including, without limitation, damages for loss of business, business interruption, loss of business information or other indirect or consequential loss) arising out of the use or inability to use or supply or non-supply of the SOFTWARE and any accompanying hardware and written materials. PC Manufacturer's and/or Microsoft Corporation (or related company of either) total liability under any provision of this agreement is in any case limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware.

This agreement is governed by the laws of New South Wales, Australia or, where supplies are made in New Zealand, by the laws of New Zealand.

Warranty and Special Provisions for England, Scotland, Wales and Ireland

Limited Warranty

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PC Manufacturer warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Microsoft® hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and Microsoft hardware are limited to ninety (90) days and one (1) year, respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

Customer Remedies

PC Manufacturer's and its suppliers' entire liability and your exclusive remedy shall be, at PC Manufacturer's option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE or hardware that does not meet this Limited Warranty and which is returned to PC Manufacturer with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE or hardware will be warranted for the remainder of the original warranty period of thirty (30) days, whichever is longer.

No Other Warranties

To the maximum extent permitted by applicable law, PC Manufacturer and its suppliers disclaim all other representation, warranties, conditions or other terms, either express or implied, including, but not limited to implied warranties and/or conditions of merchantability and fitness for a particular purpose, with regard to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

No Liability For Consequential Damages

To the maximum extent permitted by applicable law, in no event shall PC Manufacturer or its suppliers be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if PC Manufacturer has been advised of the possibility of such damages. In any case, PC Manufacturer's and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Special Provisions

Reverse Engineering

If you acquired the SOFTWARE in the European Community, you may not reverse engineer, decompile, or disassemble the SOFTWARE except to the extent and for the express purpose authorized by applicable law.

This Software License Agreement is governed by the laws of England.

Warranty and Special Provisions for Canada

Limited Warranty

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No Other Warranties

To the maximum extent permitted by applicable law, PC Manufacturer and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

No Liability For Consequential Damages

To the maximum extent permitted by applicable law, in no event shall PC Manufacturer or its suppliers be liable for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if PC Manufacturer has been advised of the possibility of such damages. In any case, PC Manufacturer's and its suppliers' entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the SOFTWARE and/or Microsoft hardware. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

This Software License Agreement is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the judicial District York, Province Ontario.

Grantie et Dispositions Particulières pour le Canada

Garantie Limitée

Si vous êtes procuré ce produit Microsoft® ou ce matériel Microsoft® au CANADA, la garantie suivante s'adresse à vous.

Garantie Limitée

Le Fabricant de PC garantit que (a) la performance du LOGICIEL sera substantiellement en conformité avec les documents écrits qui l'accompagnent pour une période de quatre-vingt-dix (90) jours à compter de la date de réception, et que (b) tout matériel de Microsoft fourni avec le LOGICIEL sera exempt de défaut de matière première ou de vice de fabrication dans des conditions normales d'utilisation et d'entretien pour une période d'un (1) an à compter de la date de réception. Toutes garanties ou conditions implicites concernant le LOGICIEL et le matériel Microsoft sont limitées à quatre-vingt-dix (90) jours et un (1) an, respectivement.

Recours Du Client

La seule obligation du Fabricant de PC et de ses fournisseurs et votre recours exclusif seront, au choix du Fabricant de PC, soit (a) le remboursement du prix payé ou (b) la réparation ou le remplacement du LOGICIEL ou du matériel qui n'est pas conforme à la Garantie limitée et qui est retourné au fabricant de PC avec une copie de votre reçu. Cette Garantie limitée est nulle si la défectuosité du LOGICIEL ou du matériel est causée par un accident, un traitement abusif ou une mauvaise application. Tout LOGICIEL ou matériel de remplacement sera garanti pour le reste de la période de garantie initiale ou pour trente (30) jours, selon laquelle de ces deux périodes est la plus longue.

Exclusion De Toute Autre Garantie

Selon la portée maximale autorisée par la loi applicable, le Fabricant de PC et ses fournisseurs renoncent à toutes autres garanties ou conditions, expresses ou implicites, y compris mais ne se limitant pas aux garanties implicites de la qualité marchande ou un usage particulier en ce qui concerne le LOGICIEL, la documentation écrite et tout matériel qui l'accompagne. Cette garantie limitée vous accorde des droits spécifiques reconnus par la loi.

Absence De Responsabilité Pour Les Dommages Indirects

Selon la portée maximale autorisée par la loi applicable, le Fabricant de PC ou ses fournisseurs ne pourront être tenus responsables en aucune circonstance de tous dommages quels qu'ils soient (y compris mais non de façon limitative les dommages directs ou indirects causés par des lésions corporelles, la perte de bénéfices commerciaux, l'interruption des affaires, la perte d'information commerciale ou toute autre perte pécuniaire) découlant de l'utilisation ou de l'impossibilité d'utilisation de ce produit, et ce même si le Fabricant de PC a été avisé de l'entualité de tels dommages. En tout état de cause, la seule responsabilité du Fabricant de PC et de ses fournisseurs en vertu de toute disposition de cette Convention se limitera au montant que vous aurez effectivement payé pour l'achat du LOGICIEL et/ou du matériel Microsoft.

La présente Convention de droits d'utilisation de logiciel est régie par les lois de la province d'Ontario, Canada. Chacune des parties aux présentes reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler des présentes auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Warranty and Special Provisions for the United States of America and Any Other Country

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Special Provisions

U.S. Government Restricted Rights

The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399. If you acquired the SOFTWARE in the United States of America, this Software License Agreement and Warranty are governed by the laws of the State of Washington, U.S.A. If you acquired this SOFTWARE outside the United States of America, local laws may apply.

