

Limited Warranty

IMPORTANT—PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS! “Hardware Device” means the Microsoft® hardware product. “You” or “Your” means either an individual or a single legal entity. “Software” means the software supplied by Microsoft for use with the applicable Hardware Device and includes any associated media (including copies), printed materials and any “online” or electronic documentation or authorized upgrades or supplements from Microsoft for such software.

A. WARRANTIES.

1. Express Warranty. Subject to the terms and conditions of this Limited Warranty and in lieu of any other (if any) express warranties, Microsoft warrants that under normal use and service, on the date of acquisition as shown on Your receipt or similar proof of payment and for the next i) 90 days for the Software and ii) period of time stated below for the applicable Hardware Device (hereafter each defined as the “Warranty Period”), that the Software and Hardware Device will substantially conform with the accompanying Microsoft packaging and documentation. As to any defects discovered after the Warranty Period, there is no warranty or condition of any kind.

Warranty Period: Microsoft Product:

Ninety (90) days Xbox 360 Accessories for Windows; Microsoft LifeChat ZX-6000

Two (2) years LifeCam VX-500; LifeCam VX-700; LifeCam VX-800; Microsoft Optical Mouse 200; Microsoft Wired Keyboard 200; Comfort Optical Mouse 3000; Compact Optical Mouse 500; Wheel Mouse Optical; Wired Desktop 800; Wireless Mobile Mouse 1000; Wireless Mobile Mouse 3000; Wireless Mouse 1000; Wired Desktop 200; Wireless Desktop 800; Wireless Keyboard 800; Microsoft Compact Mouse 100; Microsoft Optical Mouse 100; all other Microsoft headsets (excluding Xbox 360 wired or wireless headset accessories)

Three (3) years Microsoft Fingerprint Reader; Microsoft Presenter 3000; Microsoft Notebook Cooling Shuttle; Microsoft Notebook Cooling Base; all other Microsoft webcams (excluding the Microsoft Xbox Live Vision Camera); all other Microsoft keyboard and mouse desktop sets, keyboards, and mice

Five (5) years IntelliMouse® Optical; Wireless IntelliMouse Explorer; IntelliMouse Explorer for Bluetooth; Wireless IntelliMouse Explorer with Fingerprint Reader

This Limited Warranty does not cover, and no warranty of any kind is provided with respect to any subjective or aesthetic aspects of the Hardware Device or Software. The express warranty stated above is the only express warranty made to You and is provided in lieu of all other express or implied warranties and conditions (except for any non-disclaimable implied warranties that exist), including any created by any other documentation or packaging. No information or suggestions (oral or in a record) given by Microsoft, its agents, affiliates, suppliers; employees, or agents, shall create a warranty or condition or expand the scope of this Limited Warranty.

2. Limitation on Duration of Implied Warranties. If You are a Consumer You may also have an implied warranty and/or condition under the laws of some jurisdictions, which is hereby limited to the duration of the Warranty Period. Some jurisdictions do not allow limitations on how long an

implied warranty or condition lasts, so the foregoing limitation may not apply to You.

B. EXCLUSIVE REMEDY.

evice to Your place of acquisition (or, if that place will not accept the return, to Microsoft) with a copy of Your receipt or other bona fi de proof of payment during the Warranty Period, Microsoft will, at its option and as Your exclusive remedy for breach of this Limited Warranty and any implied warranties: repair or replace all or part of the defective Software or the defective Hardware Device; or make payment to You for the allowable damages that You incurred in reasonable reliance, but only up to the amount You paid (if any) for the Software and/or the Hardware Device less reasonable depreciation based on actual use.

The above remedy is subject to the following: any repaired or replaced Software or Hardware Device will be new or refurbished or serviceably used, comparable in function and performance to the original Hardware Device (or Software), and may include third party items; any Software or Hardware Device repaired or replaced under this Limited Warranty will be warranted for the remainder of the original Warranty Period or 30 days from the date of shipment of the item back to You, whichever is longer. If an upgrade to Software is delivered with a new limited warranty, then the terms of that new limited warranty will apply only to the Software as upgraded, but will not apply to the original Hardware Device; except as otherwise required by legislation in Your jurisdiction, costs associated with transport (including packaging) for warranty service shall be at Your expense; and Microsoft does not provide any warranties regarding any other services provided under this Limited Warranty and disclaims all duties (if any) of workmanlike effort or of lack of negligence regarding such services.

C. EXCLUSION OF OTHER DAMAGES.

TO THE FULL EXTENT ALLOWED BY LAW, MICROSOFT AND ITS SUPPLIERS, AFFILIATES, AND AGENTS ARE NOT LIABLE FOR ANY: (i) CONSEQUENTIAL OR INCIDENTAL DAMAGES; (ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR PRIVACY OR CONFIDENTIALITY, ANY INABILITY TO USE ALL OR PART OF THE HARDWARE DEVICE OR SOFTWARE, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF NEGLIGENCE, GOOD FAITH OR OF WORKMANLIKE EFFORT); OR (iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SOFTWARE OR HARDWARE DEVICE. THE FOREGOING APPLIES EVEN IF MICROSOFT OR ANY SUPPLIER, AFFILIATE, OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to You.

D. EXCLUSIONS FROM COVERAGE.

This Limited Warranty shall not apply and Microsoft has no liability under this Limited Warranty if the Software or Hardware Device: is used for commercial purposes (including rental or lease) or purposes beyond the scope of the Software license; is modified or tampered with; is damaged by Acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, or other causes unrelated to defects in the Hardware Device or the Software; is damaged by programs, data, viruses, or fi les, or during shipments or transmissions; is not used in accordance with the accompanying documentation and use instructions; or is repaired, modified or altered by other than a Microsoft

authorized repair center and the unauthorized center causes or contributes to any defect or damage. This Limited Warranty does not include any warranty regarding legal rights or abilities, such as any warranty regarding title, quiet enjoyment, or lack of infringement.

E. REGISTRATION.

You need not register Your acquisition of the Software and Hardware Device for the Limited Warranty to be effective.

F. BENEFICIARY.

To the extent allowed by applicable law, the Limited Warranty is only made to You, the first licensed user of the Software or purchaser of the Hardware Device, and there are no third party beneficiaries of the Limited Warranty. Except as required by law, this Limited Warranty is not intended for and does not apply to anyone else, including anyone to whom You make any transfer as authorized in the Agreement.

G. FURTHER INFORMATION.

Microsoft is the warrantor under this Limited Warranty. To receive instructions for obtaining performance of this Limited Warranty, You must contact the Microsoft subsidiary serving Your country, or write to: Microsoft Sales Information Center, One Microsoft Way, Redmond, WA 98052-6399, USA, or visit Microsoft at www.microsoft.com.

You must also:

1. Submit proof of payment in the form of a bona fide, dated receipt, or invoice (or a copy) evidencing that You are the beneficiary of this Limited Warranty and that Your request for a remedy is made within the Warranty Period;
2. Follow Microsoft's shipping and other instructions if it determines that all or part of Your Hardware Device or Software requires return.

To obtain the Limited Warranty performance, You must take or deliver the item in either its original packaging or packaging that provides an equal degree of protection to the location specified by Microsoft. Except as otherwise required by legislation in Your jurisdiction, costs associated with transport (including packaging) for warranty service shall be at Your expense.

3. Delete or remove any private or confidential files or data prior to sending the item to Microsoft. Failure to follow the above instructions may result in delays, cause You to incur additional charges, or may void Your warranty.

This Limited Warranty gives You specific legal rights and You may also have other rights which vary from jurisdiction to jurisdiction. Where any term of this Limited Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect if its allocation of risks is not materially disturbed.

H. GOVERNING LAW; EXCLUSIVE FORUM.

If You acquired the Hardware Device and/or Software in the United States of America, all parts of this Agreement (including the Limited Warranty) shall be construed under and controlled by the laws of the State of Washington, U.S.A., and You irrevocably consent to exclusive jurisdiction and venue in the federal courts sitting in King County, WA unless no federal subject matter jurisdiction exists, in which case You irrevocably consent to exclusive jurisdiction and venue in the Superior Court of King County, WA. If You acquired the Hardware Device in Canada, except where expressly prohibited by local laws, the laws in force in the Province of Ontario, Canada apply and each of the parties hereto irrevocably consents 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 of York, Province of Ontario. If You acquired this Hardware Device outside of the countries listed above, then local laws may apply.