

Microsoft® Windows® XP Professional, Microsoft® Windows® XP Tablet PC Edition and Microsoft® Windows® XP Media Center Edition 2004

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Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu'une loi fédérale ou provinciale ou d'un État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, **MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS.** Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi.

LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES. Votre recours exclusif pour toute violation de la présente garantie limitée est décrit ci-après. **Sauf pour tout remboursement au choix du Fabricant et dans la mesure maximale permise par le droit applicable, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS.** Les termes de la clause « Exclusion des dommages accessoires, indirects et de certains autres dommages » sont également intégrés à la présente garantie limitée. Certains États ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à un autre.

VOTRE RECOURS EXCLUSIF. La seule responsabilité du Fabricant et de ses fournisseurs (y compris Microsoft Licensing, GP, Microsoft Ireland Operations Limited, Microsoft (China) Co. Limited (« MS ») Microsoft Corporation (y compris leurs filiales) et leurs fournisseurs respectifs) et votre recours exclusif pour toute violation de la présente garantie limitée ou pour toute autre violation du présent contrat ou

pour toute autre responsabilité relative au Logiciel seront, selon le choix du Fabricant exercé de temps à autre sous réserve du droit applicable, a) le remboursement du prix payé, le cas échéant, pour le(s) produit(s) conformément aux politiques de retour du Fabricant, ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné au Fabricant avec le Certificat d'authenticité et une copie de votre reçu à l'adresse spécifiée par le Fabricant. Vous recevrez la compensation choisie par le Fabricant, sans frais, sauf que vous êtes responsable pour toutes dépenses telles que spécifiées dans la documentation du Fabricant concernant les recours en cas de garantie. La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période initiale de la garantie ou pendant trente (30) jours, selon la plus longue entre ces deux périodes, et le Fabricant utilisera des efforts commercialement raisonnables pour vous fournir la compensation choisie dans un délai commercialement raisonnable après que vous vous soyez conformé aux procédures du Fabricant concernant les recours en cas de garantie.

DÉNI DE GARANTIES. La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses ou obligations similaires (s'il en est) créées par une publicité, un document, un emballage ou une autre communication. **Sauf en ce qui a trait à la garantie limitée et dans la mesure maximale permise par le droit applicable, le Fabricant et ses fournisseurs (y compris MS, Microsoft Corporation (y compris leurs filiales) et leurs fournisseurs respectifs) fournissent le Logiciel et les services de soutien technique (le cas échéant) TELS QUELS ET AVEC TOUS LES DÉFAUTS et par les présentes ils dénie toutes autres garanties et conditions, expresses, implicites ou en vertu de la loi, notamment, mais sans limitation, (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à une fin particulière, de fiabilité ou de disponibilité, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et d'absence de négligence, le tout à l'égard du Logiciel et de la prestation ou de l'omission de la prestation des services de soutien technique ou autres services, renseignements, logiciels et contenu qui s'y rapporte grâce au Logiciel ou provenant autrement de l'utilisation du Logiciel. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU À LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE LOGICIEL.**

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LE DROIT APPLICABLE, EN AUCUN CAS LE FABRICANT OU SES FOURNISSEURS (Y COMPRIS MS, MICROSOFT CORPORATION (Y COMPRIS LEURS FILIALES) ET LEURS FOURNISSEURS RESPECTIFS) NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, INCIDENTS, PUNITIFS, INDIRECTS OU ACCESSOIRES DE QUELQUE NATURE QUE CE SOIT (Y COMPRIS, MAIS SANS LIMITATION, LES DOMMAGES POUR PERTE DE PROFIT OU POUR PERTE DE RENSEIGNEMENTS, CONFIDENTIELS OU AUTRES, POUR L'INTERRUPTION DES ACTIVITÉS, POUR BLESSURES CORPORELLES, VIOLATION DE LA VIE PRIVÉE, OMISSION DE REMPLIR TOUT DEVOIR DE BONNE FOI OU DE SOIN RAISONNABLE, POUR NÉGLIGENCE OU POUR TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU LOGICIEL OU À L'INCAPACITÉ DE S'EN SERVIR, À LA FOURNITURE OU À L'OMISSION DE FOURNIR DES SERVICES DE SOUTIEN TECHNIQUE OU AUTRES SERVICES, DES RENSEIGNEMENTS, LOGICIELS ET CONTENU QUI S'Y RAPPORTE GRÂCE AU LOGICIEL OU AUTREMENT EN VERTU DES TERMES DE TOUTE DISPOSITION DU PRÉSENT CONTRAT OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE FAUSSE REPRÉSENTATION, DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DU FABRICANT OU DE TOUT FOURNISSEUR (Y COMPRIS MS, MICROSOFT CORPORATION (Y COMPRIS LEURS FILIALES) ET LEURS FOURNISSEURS RESPECTIFS), ET CE, MÊME SI LE FABRICANT OU TOUT FOURNISSEUR (Y COMPRIS MS, MICROSOFT CORPORATION (Y COMPRIS LEURS FILIALES) ET LEURS FOURNISSEURS RESPECTIFS) A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. MALGRÉ LES DOMMAGES QUE VOUS PUISSIEZ SUBIR POUR QUELQUE MOTIF QUE CE SOIT (Y COMPRIS NOTAMMENT, MAIS SANS LIMITATION, TOUS LES DOMMAGES SUSMENTIONNÉS ET TOUS LES DOMMAGES DIRECTS OU GÉNÉRAUX, CONTRACTUELS OU AUTRES), LA SEULE RESPONSABILITÉ DU FABRICANT ET DE L'UN DE SES FOURNISSEURS (Y COMPRIS MS, MICROSOFT CORPORATION (Y COMPRIS LEURS FILIALES) ET LEURS FOURNISSEURS RESPECTIFS) AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT CONTRAT ET VOTRE RECOURS EXCLUSIF EN VERTU DES PRÉSENTES (SAUF EN CE QUI CONCERNE TOUT RECOURS DE RÉPARATION OU DE REMPLACEMENT CHOISI PAR LE FABRICANT À L'ÉGARD DE TOUT MANQUEMENT À LA GARANTIE LIMITÉE) SE LIMITE AU PLUS ÉLEVÉ DES DOMMAGES RÉELS QUE VOUS AVEZ SUBIS EN VOUS FIANC RAISONNABLEMENT SUR LE LOGICIEL JUSQU'À CONCURRENCE DU MONTANT QUE VOUS AVEZ RÉELLEMENT PAYÉ POUR LE LOGICIEL OU 5,00 \$US. LES LIMITES, EXCLUSIONS ET DÉNIS QUI PRÉCÈDENT (Y COMPRIS LES CLAUSES CI-DESSUS) S'APPLIQUENT DANS LA MESURE MAXIMALE PERMISE PAR LE DROIT APPLICABLE, MÊME SI TOUT RECOURS N'ATTEINT PAS SON BUT ESSENTIEL.

À moins que cela ne soit prohibé par le droit local applicable, le présent contrat est régi par les lois en vigueur dans la province d'Ontario, Canada. En cas de tout différend qui pourrait surgir en vertu des présentes, vous consentez à la juridiction des tribunaux fédéraux et provinciaux siégeant à Toronto, dans la province d'Ontario.

The following MANUFACTURER'S GUARANTEE applies to you if you acquired this SOFTWARE in any other country:

Statutory rights not affected - The following guarantee is not restricted to any territory and does not affect any statutory rights that you may have from your reseller or from Manufacturer if you acquired the SOFTWARE directly from Manufacturer. If you acquired the SOFTWARE or any support services in Australia, New Zealand or Malaysia, please see the "Consumer rights" section below.

The guarantee - The SOFTWARE is designed and offered as general-purpose software, not for any user's particular purpose. You accept that no SOFTWARE is error free and you are strongly advised to back-up your files regularly. Provided that you have a valid license, Manufacturer guarantees that (a) for a period of ninety (90) days from the date of receipt of your license to use the SOFTWARE or the shortest period permitted by applicable law it will perform substantially in accordance with the materials that accompany the SOFTWARE; and (b) any support services provided by Manufacturer shall be substantially as described in applicable materials provided to you by Manufacturer. In the event that the SOFTWARE fails to comply with this guarantee, Manufacturer will either (a) repair or replace the SOFTWARE or (b) return the amount you paid (if any) for the product(s) in accordance with Manufacturer's return policies. This guarantee is void if failure of the SOFTWARE results from accident, abuse or misapplication. Any replacement SOFTWARE will be guaranteed for the remainder of the original guarantee period or thirty (30) days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to the SOFTWARE and any support services.

Exclusion of All Other Terms - To the maximum extent permitted by applicable law and subject to the guarantee above, Manufacturer and its suppliers (including MS, Microsoft Corporation (including its subsidiaries) and their respective suppliers) disclaim all warranties, conditions and other terms, either express or implied (whether by statute, common law, collaterally or otherwise) including but not limited to implied warranties of satisfactory quality and fitness for particular purpose with respect to the SOFTWARE and the written materials that accompany the SOFTWARE. Any implied warranties that cannot be excluded are limited to ninety (90) days or to the shortest period permitted by applicable law, whichever is greater.

Limitation of Liability - To the maximum extent permitted by applicable law and except as provided in the Manufacturer Guarantee, Manufacturer and its suppliers (including MS, Microsoft Corporation, (including its subsidiaries) and their respective suppliers) shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the SOFTWARE, even if Manufacturer and its suppliers (including MS, Microsoft Corporation, (including its subsidiaries) and their respective suppliers) have been advised of the possibility of such damages. In any case Manufacturer's and any of its suppliers' (including MS', Microsoft Corporation's (including its subsidiaries') and their respective suppliers') entire liability under any provision of this EULA shall be limited to the amount actually paid by you for the SOFTWARE. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

Consumer rights - Consumers in Australia, New Zealand or Malaysia may have the benefit of certain rights and remedies by reason of the Trade Practices Act and similar state and territory laws in Australia, the Consumer Guarantees Act in New Zealand and the Consumer Protection Act in Malaysia in respect of which liability cannot lawfully be modified or excluded. If you acquired the SOFTWARE in New Zealand for the purposes of a business, you confirm that the Consumer Guarantees Act does not apply. If you acquired the SOFTWARE in Australia and if Manufacturer breaches a condition or warranty implied under any law which cannot lawfully be modified or excluded by this agreement then, to the extent permitted by law, Manufacturer's and any of its suppliers' (including MS', Microsoft Corporation's (including its subsidiaries') and their respective suppliers') liability is limited, at Manufacturer's option, to: (i) in the case of the SOFTWARE: (a) repairing or replacing the SOFTWARE; or (b) the cost of such repair or replacement; and (ii) in the case of support services, if any: (a) re-supply of the services; or (b) the cost of having the services supplied again.

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