

Google Consumer Hardware Limited Warranty – USA and Canada

This Limited Warranty applies only if you are a consumer and purchased your Google-branded product ("Google Product") in the United States or Canada.

What does this warranty cover and how long does it last? Google warrants that a new Google Product (including any ancillary parts that may be packaged with it) will be free from defects in materials and workmanship under normal use in accordance with Google's published user documentation for one year from the date of original retail purchase in its original packaging by you. If a Google Product has been refurbished by Google or a third party authorized by Google ("Refurbished"), Google warrants that the Refurbished Google Product (including any ancillary parts that may be packaged with it) will be free from defects in materials and workmanship under normal use in accordance with Google's published user documentation for ninety days from the original date of retail purchase by you (these warranties are collectively referred to as our "Limited Warranty").

What will Google do? (THIS IS YOUR EXCLUSIVE REMEDY) If a defect covered by this Limited Warranty arises and you return your Google Product as directed by Google during the Limited Warranty period (which is one year for new Google Products and ninety days for Refurbished Google Products), Google will elect in its sole discretion and to the extent permitted by law to repair your Google Product using new or refurbished parts, replace your Google Product with a new or refurbished Google Product functionally at least equivalent to yours, or accept the return of your Google Product in exchange for a refund of the purchase price you paid for your Google Product. If Google repairs or replaces your Google Product, the repaired or replaced Google Product will continue to be warranted for the remaining time of the original warranty period. All returned parts for which you have received a replacement will become the property of Google. Repair or replacement may result in loss of data. Nothing in this Limited Warranty will reduce or otherwise affect your statutory rights in relation to your Google Product.

THE LIMITED WARRANTY WRITTEN ABOVE IS THE ONLY EXPRESS WARRANTY GOOGLE PROVIDES FOR YOUR GOOGLE PRODUCT, AND THE ABOVE REMEDY IS YOUR SOLE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, ARISING FROM COURSE OF CONDUCT OR OTHERWISE, REGARDING YOUR GOOGLE PRODUCT, EXCEPT THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT THAT CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY ABOVE (EITHER ONE YEAR OR NINETY DAYS, DEPENDING ON WHETHER YOUR GOOGLE PRODUCT IS NEW OR REFURBISHED).

Some states, provinces or territories do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

What does this warranty not cover? This Limited Warranty is only valid and enforceable in locations where the Google Product is sold and will apply only if you purchased your Google Product from Google or its authorized resellers. This Limited Warranty only applies to hardware components (and not any software elements) of Google Product. This Limited Warranty also does not apply to any consumable parts, such as batteries or protective coatings, that due to their nature diminish over time, unless failure has occurred due to a defect in materials or workmanship, nor to any cosmetic damage unless failure has occurred due to a defect in materials or workmanship. This Limited Warranty does not apply to damage caused by: (1) normal wear and tear; (2) accidents; (3) misuse (including failure to follow product documentation); (4) neglect; (5) disassembly; (6) alterations; (7) servicing other than by Google-authorized technicians; and (8) external causes such as, but not limited to: liquid damage, exposure to sharp objects, exposure to excessive force, anomalies in the electrical current supplied to the Google product, and extreme thermal or environmental conditions. Liquid damage voids this Limited Warranty. This Limited Warranty does not guarantee that use of the Google Product will be uninterrupted or error-free. The ninety-day Limited Warranty Google provides for Refurbished Google Products is not applicable to Google Products refurbished by third parties not authorized to do so by Google, even if sold by a Google authorized reseller.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "GOOGLE PARTIES") SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF

LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OR FAILURE OF ANY WARRANTY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH YOUR GOOGLE PRODUCT OR THESE TERMS, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT A GOOGLE PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GOOGLE PARTIES' TOTAL LIABILITY IN CONNECTION WITH YOUR GOOGLE PRODUCT OR THIS LIMITED WARRANTY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID AT RETAIL FOR YOUR GOOGLE PRODUCT.

Some states, provinces or territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What if my Google Product also has damage which is not covered by this Limited Warranty? If, in addition to a defect covered by this Limited Warranty, your Google Product also has damage which is not covered (for example, damage caused by normal wear and tear or misuse by you) then Google is only responsible for addressing the defect covered by this Limited Warranty. In certain circumstances, Google may be prevented or restricted in carrying out the repair work until the damage which is not covered has also been fixed. For example, if your Google Product has a cracked screen then this may prevent Google from carrying out the repair work unless the screen is also fixed. If this happens, where permitted by law, Google may notify you and may give you the option of: (1) Google repairing the damage not covered by this Limited Warranty at your cost (and Google will tell you the amount in advance); or (2) Google returning your Google Product to you without carrying out any repair work.

What if my Google Product is damaged by liquid? If your Google Product has sustained liquid damage this Limited Warranty no longer applies and Google will not carry out any repair work. Google will give you the option of: (1) replacing your Google Product at your cost (and Google will tell you the amount in advance); or (2) Google returning your Google Product to you.

How do you make a claim? To make a claim under the Limited Warranty, please contact Google Product Support at g.co/warrantyclaim. You must provide your name, contact information, and the serial number of your Google Product to receive support. Before receiving warranty service, Google may require that you provide proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Google's procedures for obtaining warranty service.

Other limitations: No vendor, seller, authorized reseller, employee, or representative of Google or its affiliates or any third party is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.

How state, province, territory, and other laws apply to you: This warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

This Limited Warranty is given by Google LLC, organized in the state of Delaware, whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, United States.

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