Daydream View Limited Warranty

United States and Canada

This Limited Warranty applies only if you purchased your Daydream View or controller (both referred to as a "Daydream View" or "Daydream View device" below) in the United States or Canada.

**What does this warranty cover and how long does it last?** Google warrants that a new Daydream View device (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 Daydream View has been refurbished, Google warrants that the Daydream View (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 arises and you return your Daydream View during the Limited Warranty period (which is one year for new devices and ninety days for refurbished devices), Google will in its sole discretion and to the extent permitted by law either repair your Daydream View using new or refurbished parts, replace your Daydream View with a new or refurbished Daydream View functionally at least equivalent to yours, or accept the return of the Daydream View in exchange for a refund of the purchase price you paid for the Daydream View. If Google repairs or replaces the Daydream View, the repaired or replaced Daydream View 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. Nothing in this Limited Warranty will reduce or otherwise affect your statutory rights in relation to the Daydream View.

THE LIMITED WARRANTY WRITTEN ABOVE IS THE ONLY EXPRESS WARRANTY GOOGLE PROVIDES FOR THE DAYDREAM VIEW, 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 THE DAYDREAM VIEW, EXCEPT THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY ABOVE (EITHER ONE YEAR OR NINETY DAYS, DEPENDING ON WHETHER THE DAYDREAM VIEW IS NEW OR REFURBISHED.)

Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. Outside the United States, some jurisdictions 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 the Daydream View is sold and will apply only if you purchased your Daydream View from Google or its authorized resellers. This Limited Warranty only applies to hardware components (and not any software elements) of the Daydream View, and 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, water damage, exposure to sharp objects, exposure to excessive force, anomalies in the electrical current supplied to the device, and extreme thermal or environmental conditions. This Limited Warranty does not guarantee that use of the Daydream View will be uninterrupted or error free.

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 THE DAYDREAM VIEW 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 THE DAYDREAM VIEW OR THIS LIMITED WARRANTY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID GOOGLE FOR THE DAYDREAM VIEW.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Outside the United States, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

How do you get service? To make a claim under the Limited Warranty, please contact Daydream View Support g.co/daydream/SafetyWarrantyReQ. You must provide your name, contact information and the serial number of your Daydream View to receive support. You may also be required to provide a purchase receipt.

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 and other laws apply to you: This warranty gives you specific legal rights, and you may also have other rights which vary from State to State. Outside the United States, you may also have other rights that vary from jurisdiction to jurisdiction.

This Limited Warranty is given by Google Inc., a Delaware corporation whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.