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EXCLUSION DE GARANTIE. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MICROSOFT ET SES FOURNISSEURS VOUS FOURNISSENT LES COMPOSANTS OS, AINSI QUE, LE CAS ÉCHÉANT, TOUT SERVICE D'ASSISTANCE RELATIF À CES COMPOSANTS OS (LES "SERVICES D'ASSISTANCE"), « COMME TELS ET AVEC TOUS LEURS DÉFAUTS ». EN OUTRE, MICROSOFT ET SES FOURNISSEURS EXCLUENT PAR LES PRÉSENTES TOUTE AUTRE GARANTIE LÉGALE, EXPRESSE OU IMPLICITE, RELATIVE AUX COMPOSANTS OS ET AUX SERVICES D'ASSISTANCE, NOTAMMENT (LE CAS ÉCHÉANT), TOUTE GARANTIE : DE PROPRIÉTÉ, D'ABSENCE DE CONTREFAÇON, DE QUALITÉ, D'ADAPTATION À UN USAGE PARTICULIER, D'ABSENCE DE VIRUS, DE PRÉCISION, D'EXHAUSTIVITÉ DES RÉPONSES, DES RÉSULTATS OBTENUS, D'ABSENCE DE NÉGLIGENCE, OU DE DÉFAUT DE FABRICATION, DE JOUISSANCE PAISIBLE, D'ABSENCE DE TROUBLE DE POSSESSION ET DE CONFORMITÉ À LA DESCRIPTION. VOUS ASSUMEZ L'ENSEMBLE DES RISQUES DÉCOULANT DE L'UTILISATION OU DU FONCTIONNEMENT DES COMPOSANTS OS ET DES SERVICES D'ASSISTANCE.

EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES ACCESSOIRES, INDIRECTS ET CERTAINS AUTRES TYPES DE DOMMAGES. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, MICROSOFT OU SES FOURNISSEURS NE POURRONT EN AUCUN CAS ÊTRE TENUS RESPONSABLES DE TOUT DOMMAGE SPÉCIAL, ACCESSOIRE, INCIDENT OU INDIRECT DE QUELQUE NATURE QUE CE SOIT (Y COMPRIS, MAIS NON DE FAÇON LIMITATIVE, LES PERTES DE BÉNÉFICES, PERTES D'INFORMATIONS CONFIDENTIELLES OU AUTRES INFORMATIONS, INTERRUPTIONS D'ACTIVITÉ, PRÉJUDICES CORPORELS, ATTEINTES À LA VIE PRIVÉE, MANQUEMENT À TOUTE OBLIGATION (NOTAMMENT L'OBLIGATION DE BONNE FOI ET DE DILIGENCE), NÉGLIGENCE, ET POUR TOUTE PERTE PÉCUNIAIRE OU AUTRE DE QUELQUE NATURE QUE CE SOIT), RÉSULTANT DE, OU RELATIFS A, L'UTILISATION OU L'IMPOSSIBILITÉ D'UTILISER LES COMPOSANTS OS OU LES SERVICES D'ASSISTANCE, OU LA FOURNITURE OU LE DÉFAUT DE FOURNITURE DES SERVICES D'ASSISTANCE, OU AUTREMENT EN VERTU DE, OU RELATIVEMENT A, TOUTE DISPOSITION DE CE CLUF SUPPLÉMENTAIRE, MÊME SI LA SOCIÉTÉ MICROSOFT OU UN QUELCONQUE FOURNISSEUR A ÉTÉ PRÉVENU DE L'ÉVENTUALITÉ DE TELS DOMMAGES.

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