

# Apple One (1) Year Limited Warranty

## Warranty Coverage

Apple's warranty obligations are limited to the terms set forth below:

Apple, as defined below, warrants this Apple-branded hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option, Apple will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Apple may request that you replace defective parts with new or refurbished user-installable parts that Apple provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Apple, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Apple's property. Parts provided by Apple in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Apple and becomes Apple's property.

## EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for Apple that can be identified by the "Apple" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Apple hardware products or any software, even if packaged or sold with Apple hardware. Manufacturers, suppliers, or publishers, other than Apple, may provide their own warranties to the end user purchaser, but Apple, in so far as permitted by law, provides their products "as is". Software distributed by Apple with or without the Apple brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

Apple does not warrant that the operation of the product will be uninterrupted or error-free. Apple is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-Apple products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Apple; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of Apple; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (g) if any Apple serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, APPLE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF APPLE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY APPLE IN ITS SOLE DISCRETION. No Apple reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, APPLE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH APPLE PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. APPLE DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

### **CONSUMER PROTECTION LAWS**

FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by country, state or province. This Limited Warranty is governed by and construed under the laws of the country in which the product purchase took place. Apple, the warrantor under this Limited Warranty, is identified at the end of this document according to the country or region in which the product purchase took place.

### **OBTAINING WARRANTY SERVICE**

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the Apple representatives or, if applicable, an Apple Authorized Service Provider located using the information provided in the documentation. An Apple representative or Apple Authorized Service Provider will help determine whether your product requires service and, if it does, will inform you how Apple will provide it. Apple or its Apple Authorized Service Providers will provide warranty service on products that are tendered or presented for service during the Warranty Period, as permitted by law. If the product is portable, meaning that it can operate independently without a power cord, you may obtain warranty service worldwide. However, service will be limited to the options available in the country where service is requested. If the product is not portable, warranty service may be restricted to the country where the product is purchased. Service options, parts availability and response times will vary according to country. You may be responsible for shipping and handling charges if the product cannot be serviced in the country it is in. In accordance with applicable law, Apple may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Apple and its Authorized Service Providers are not liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-Apple product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this Limited Warranty.

Region/Country of Purchase	Warrantor	Address
Americas		
Brazil	Apple Computer Brasil LTDA	Av. Dr. Chucri Zaidan, 940; 16 Andar; Sao Paulo, Brasil 04583-904
Canada	Apple Canada Inc.	7495 Birchmount Rd.; Markham, Ontario, Canada; L3R 5G2 Canada
Mexico	Apple Computer Mexico S.A de C.V.	Avenida Paseo de la Reforma 265; Piso 10; Colonia Cuauhtemoc; Mexico DF, Mexico 06500
United States and Other Americas Countries	Apple Computer, Inc.	1 Infinite Loop; Cupertino, CA 95014, U.S.A.
Europe, Middle East and Africa	Apple Computer International	Hollyhill Industrial Estate Hollyhill, Cork, Ireland
Asia Pacific		
Japan	Apple Japan, Inc.	3-20-2 Nishishinjuku, Shinjuku-ku, Tokyo, Japan
Australia; New Zealand	Apple Computer Australia Pty. Ltd.	PO Box A2629, South Sydney, NSW 1235, Australia
People's Republic of China	Apple Computer Trading (Shanghai) Co. Ltd.	Room 1201, Lippo Plaza, 222, Huai Hai Zhong Lu, Shanghai 200021, P.R.C.
Hong Kong	Apple Computer International Limited	2401 Natwest Tower, Times Square, Causeway; Hong Kong
Malaysia	Apple Computer Systems Malaysia Sdn. Bhd.	Suite C 09-01, Block C; Plaza Mont' Kiara; 2 Jalan 1/70C, Mont' Kiara; 50480 Kuala Lumpur
India; Sri Lanka	Apple Computer International Private Limited	5th Floor, Du Parc Trinity; 17, M.G. Road; Bangalore; India
Korea	Apple Computer Korea Ltd.	3201, ASEM Tower; 159, Samsung-dong, Kangnam-gu; Seoul 135-090, Korea
Singapore; Brunei; Indonesia; Vietnam; Cambodia	Apple Computer South Asia Pte. Ltd.	7 Ang Mo Kio Street 64; Singapore 569086
Taiwan	Apple Asia LLC	16A, No. 333 Tun Hwa S. Road. Sec. 2, Taipei, Taiwan 106
Thailand	Apple Computer (Thailand) Limited	87 M. Thai Tower; All Seasons Place, 23rd Floor; Wireless Road Khwaeng Lumpini, Khet; Pathumwan, Bangkok Metropolis
Other Asian Pacific Countries	Apple Computer, Inc.	1 Infinite Loop; Cupertino, CA 95014, U.S.A.