

TriCare: Apple's Three Year Warranty

Terms and Conditions

DEFINITIONS

"Apple" means Apple Computer Australia Pty Limited ACN 002 510 054.

"Standard Warranty" means the warranty card delivered with all Apple Products.

"Three Year Warranty" mean this warranty as set out below.

"Products" means hardware products manufactured by or for Apple that can be identified by the "Apple" trademark, trade name, or logo affixed to them but excluding iPod.

TERMS AND CONDITIONS

1. Standard Warranty Period. For a period of 12 months from the date of original retail purchase, Apple warrants its Products against defects in materials and workmanship in accordance with the terms and conditions of Apple's Standard Warranty.

2. Additional Warranty Period. In addition to the Standard Warranty Period, Apple warrants its Products against defects in materials and workmanship for a further period of 24 months, which period expires 36 months from the date of original retail purchase.

3. Apple's Obligations. During the term of the Three Year Warranty, and if the Apple Product proves to be defective, Apple will, at its option and at no charge to you, authorise:

- repair of the Product with either new or refurbished replacement parts; or
- replacement of the Product.

4. What does the Three Year Warranty cover? The Three Year Warranty applies only to:

- Products manufactured by or for Apple that can be identified by the "Apple" trademark, trade name, or logo affixed to them;
- Products where the original retail purchase was from an Apple Authorised Reseller acting as an Apple Agent for education and government customers; and
- factory reworked parts that have been used to replace defective parts identified during predelivery inspection and testing.

5. What is not covered by the Three Year Warranty? The Three Year Warranty does not apply;

- if, after the Product has left the control of Apple it has been damaged by accident, abuse, misuse, misapplication, neglect, improper voltage, incorrect installation of software, or as a result of service or modification by other than an Apple Authorised Service Provider that affects the reliability and performance of the Product, not arising from or caused by defective materials or workmanship;
- if any Apple serial number has been removed or defaced;
- if you cannot provide proof of original retail purchase;
- to products that are not Apple Products, for example, third-party hardware or software, even if it was installed by Apple on the Product;
- to recovery and installation of system and application software or data;
- to routine maintenance, such as, but not limited to, periodic cleaning of printer heads, ribbon replacement, furnishing of supplies, accessories or consumable items such as, but not limited to, paper, ribbons, diskettes, tapes, toner, quartz-halogen lamps, batteries and power adaptors on powerbooks (after the expiration of the Standard Warranty Period), or the refining or replacement of any external cosmetic plastic or casing; or
- to service of a Product or part of a Product that has been modified without the written permission of Apple.

6. How do I make a claim under the Three Year Warranty? To take advantage of the Three Year Warranty you must:

- return the Apple Product to an Apple Authorised Service Provider;
- enclose proof of the date of the original retail purchase of the Product, a description of the problem, and your contact name, address and telephone number.

It is your responsibility to keep a separate backup copy of the Macintosh system software, application software and data, and disable any security passwords before delivering the Product to an Apple Authorised Service Provider. You will be responsible for reinstalling all such software, data and passwords.

Only Apple Authorised Service Providers are permitted to repair Apple Products under the Three Year Warranty.

7. Where is the Three Year Warranty valid? The Three Year Warranty is valid only in Australia.

Apple's Global Warranty applies only to portable products during the Standard Warranty Period and does not apply during the Additional Warranty Period.

8. Exclusions. Subject to the following paragraph, the benefits conferred by the Three Year Warranty are in addition to all other rights and remedies that you may have against Apple under the Trade Practices Act 1974 (Cth) and all other non-excludable rights and remedies that you may have against Apple under similar State and Territory laws.

To the extent that liability under the Trade Practices Act 1974 or such other State or Territory laws may be limited, the liability of Apple is limited, at the sole option of Apple, to replacement or repair of Apple Products or supply of the repair services again.

Except as expressly stated in the Three Year Warranty and as provided for by the legislation referred to in the preceding paragraph, all other warranties, conditions, and liability implied by statute and by rule of law are expressly excluded and negated. Apple will not accept or have any other responsibility or liability whatsoever, including liability for negligence or liability for direct, incidental, consequential, indirect, or special damages resulting from any breach of warranty or under any other legal theory, including, but not limited to, lost business profits.

9. Governing Law. The Three Year Warranty is governed by the laws of the State of New South Wales.