

Apple Parts – Ninety (90) Days 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 part against defects in materials and workmanship under normal use for a period of NINETY (90) DAYS 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) exchange the part with a new, used or refurbished part that is at least functionally equivalent to the original part, or (2) refund the purchase price of the part. A replacement part assumes the remaining warranty of the original part or ninety (90) days from the date of replacement, whichever provides longer coverage for you. When a part is exchanged, any replacement item becomes your property and the replaced item becomes Apple's property. When a refund is given, the part for which the refund is provided becomes Apple's property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware parts manufactured by or for Apple that may be identified by the "Apple" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Apple hardware part or any software, even if packaged or sold with Apple hardware. Manufacturers, suppliers, or publishers, other than Apple, may provide their own warranties, but Apple, in so far as it is permitted by law, provides its parts "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 part will be uninterrupted or error-free. Apple is not responsible for damage arising from failure to follow instructions relating to the part's use.

This warranty does not apply: (a) to damage caused by 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 part outside the permitted 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 authorized to perform service; (e) to a 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 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.

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 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 REDUCING ANY PROGRAM OR DATA STORED OR USED WITH APPLE PARTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PART. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. APPLE SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PART UNDER THIS WARRANTY OR MAKE A PART EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

CONSUMER PROTECTION LAWS

FOR CONSUMERS WHO HAVE THE BENEFIT OF 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 or state in which the part 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 purchase took place.

OBTAINING WARRANTY SERVICE

Please review the online help resources referred to in the documentation posted at “<http://www.apple.com/support>” before seeking warranty service. If the part is still not functioning properly after making use of these resources, please return the part to the place where the original retail purchase took place. An Apple authorized service technician will help determine whether the part is defective, and if so, will assist in providing warranty service. Warranty service applies to parts that are tendered or presented for service during the Warranty Period, as permitted by law. Subject to applicable law, you will be required to furnish proof of purchase details before receiving warranty service. Warranty service may be restricted to the country where purchased. Service options, parts availability and response times will vary according to country, and you may be responsible for shipping and handling charges if the part cannot be serviced in the country it is in. In accordance with applicable law, certain countries may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

If your part is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained thereon as a precaution to possible operational failures. Before you deliver your part 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 agents 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.

Warranty Obligor for Region or Country of Purchase

| Region/Country of Purchase | Apple | Address |
|----------------------------|-------|---------|
| | | |
| Americas | | |

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| Brazil | Apple Computer Brasil Ltda | Av. Cidade Jardim 400, 2 Andar, Sao Paulo, SP Brasil 01454-901 |
| Canada | Apple Canada Inc. | 7495 Birchmount Rd.; Markham, Ontario, Canada; L3R 5G2 Canada |
| Mexico | Apple Operations Mexico, S.A. de C.V. | Av. Paseo de la Reforma 505, Piso 33, Colonia Cuauhtemoc, Mexico DF 06500 |
| United States and Other Americas Countries | Apple Inc. | 1 Infinite Loop; Cupertino, CA 95014, U.S.A. |
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| Europe, Middle East and Africa | | |
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| All Countries | Apple Sales International | Hollyhill Industrial Estate Hollyhill, Cork, Republic of Ireland |
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| Asia Pacific | | |
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| Australia; New Zealand; Fiji, Papua New Guinea; Vanuatu | Apple Pty. Limited. | PO Box A2629, South Sydney, NSW 1235, Australia |
| Hong Kong | Apple Asia Limited | 2401 Tower One, Times Square, Causeway; Hong Kong |
| India | Apple India Private Ltd.. | 19th Floor, Concorde Tower C, UB City No 24, Vittal Mallya Road, Bangalore 560-001, India |
| Japan | Apple Japan Inc. | 3-20-2 Nishishinjuku, Shinjuku-ku, Tokyo, Japan |
| Korea | Apple Computer Korea Ltd.. | 3201, ASEM Tower; 159, Samsung-dong, Kangnam-gu; Seoul 135-090, Korea |
| Afghanistan, Bangladesh, Bhutan, Brunei, Cambodia, Guam, Indonesia, Laos, Singapore, Malaysia, Nepal, Pakistan, Philippines, Sri Lanka,, Vietnam | Apple South Asia Pte. Ltd. | 7 Ang Mo Kio Street 64 Singapore 569086 |
| People's Republic of China | Apple Computer Trading (Shanghai) Co. Ltd. | B Area, 2/F, No. 6 Warehouse Building, No. 500 Bing Ke Road, Wai Gao Qiao Free Trade Zone, Shanghai, P.R.C. |
| Thailand | Apple South Asia (Thailand) Limited | 25th Floor, Suite B2, Siam Tower, 989 Rama 1 Road, Pataumwan, Bangkok, 10330 |
| Taiwan | Apple Asia LLC | 16A, No. 333 Tun Hwa S. Road. Sec. 2, Taipei, Taiwan 106 |

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| Other Asian Pacific Countries | Apple Inc. | 1 Infinite Loop; Cupertino, CA 95014, U.S.A. |
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