Legal - Accessory Warranty English - Apple -

The Apple One-Year Limited Warranty is a voluntary manufacturer's warranty. It provides rights separate to rights provided by consumer law, including but not limited to those relating to non-conforming goods. As such, the Apple One-Year Limited Warranty benefits are in addition to, and not instead of, rights provided by consumer law and it does not exclude, limit or suspend a buyer's rights arising from consumer law. Consumers have the right to choose whether to claim service under the Apple One-Year Limited Warranty or under their consumer law rights.
Important: The Apple One-Year Limited Warranty terms and conditions shall not apply to consumer law claims. For further information about consumer law, please visit the Apple website (www.apple.com/legal/warranty/statutoryrights.html**) or contact your local consumer organisation.**

Please note: All claims made under the Apple One-Year Limited Warranty will be governed by the terms set out in this warranty document.

Your Apple-branded or Beats-branded hardware product ("Product") is warranted against defects in materials and workmanship for a period of ONE (1) YEAR from the date of original retail purchase ("Warranty Period") when used in accordance with Apple`s user manuals (refer to www.apple.com/support/country). Under this warranty, you will be able to direct your claims to Apple even in situations where you purchased the Apple Product from a third party. If a defect arises during the Warranty Period, Apple, at its option will (1) repair the Product at no charge using new parts or previously used Apple genuine parts that have been tested and passed Apple functional requirements, (2) exchange the Product with a replacement product of the same model (or with your consent a product that has the same or substantially similar features as the original product – e.g., a different model with the same features, or the same model in a different color) that is new or comprised of new and/or previously used Apple genuine parts and has been tested and passed Apple functional requirements), or (3) refund the original purchase price. This warranty excludes normal depletion of consumable parts such as batteries unless failure has occurred due to a defect in materials or workmanship and, damage resulting from abuse, accident, modifications, unauthorized repairs or other causes that are not defects in materials and workmanship.

Apple does not warrant, represent or undertake that it will be able to repair or replace any Product under this warranty without risk to and / or loss of information and / or data stored on the Product. In no event shall Apple be liable for (a) loss or damage, which as of the product's purchase cannot be regarded as being caused by Apple's breach of these warranty terms; or (b) losses caused by the user's fault, loss of data or loss of profits or benefits.

Any limitations of liability in this warranty document shall not apply to (i) death or personal injury pursuant to any mandatory law on product liability; (ii) fraud or fraudulent misrepresentation; (iii) intentional misconduct or gross negligence; (iv) or a culpable breach of major contractual obligations. A damages claim based on a breach of major contractual obligations or gross negligence will be limited to foreseeable damage typical for the sale contract concerned.

To obtain warranty service, contact Apple using the information described at www.apple.com/support/country. Proof of purchase may be required to verify eligibility. For product originally purchased in the U.S.A, Apple is Apple Inc. 1 Apple Park Way, Cupertino, CA 95014. For product originally purchased in Europe (other than Turkey), Africa and the Middle East, Apple is Apple Distribution International Ltd., Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland. For all other countries, Apple is described at www.apple.com/legal/warranty. Apple or its successors in title is the warrantor. For customers in the EU please review your statutory rights at www.apple.com/legal/warranty/statutoryrights.html .

When contacting Apple via telephone, call charges may apply depending on your location. Please contact your network operator for details.

IMPORTANT RESTRICTION FOR SERVICE.

Apple may restrict warranty service for hardware products to the country where Apple or its Authorized Distributors originally sold the device. Apple may restrict warranty service for hardware products purchased in the EEA or Switzerland to the EEA and Switzerland.

Apple will provide warranty service through one or more of the following options:

(i) Carry-in service. You may return your Product to an Apple Retail or Apple Authorized Service Provider (“AASP”) location offering carry-in service.

(ii) Mail-in service. If Apple determines that your Product is eligible for mail-in service, Apple will send you prepaid waybills and applicable packaging material, so that you may ship your Product to an Apple Repair Service (“ARS”) or AASP location. Apple will pay for shipping to and from your location if instructions regarding the method of packaging and shipping the Product are followed.

(iii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own Product. If DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Apple requires return of the replaced Product or part. Apple may require a credit card authorization as security for the retail price of the replacement Product or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and Apple will offer alternative arrangements for service. Apple will ship a replacement Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced Product or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the Product or part and shipping to and from your location. If you fail to return the replaced Product or part as instructed

or return a replaced Product or part that is ineligible for service, Apple will charge your credit card for the authorized amount.

(b) Service where Apple does not require return of the replaced Product or part. Apple will ship you free of charge a replacement Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Product or part.

(c) Apple is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact Apple at the telephone number listed below.

Service options, parts availability and response times may vary according to country. If you require service in a country where Apple does not maintain an Apple Retail Store or Apple Authorized Service Provider ("AASP"), (a list of current service locations is provided at support.apple.com/kb/HT1434), service options may be limited. If a given service option is not available for the Apple Product in such country, Apple or its agents shall notify you about any additional shipping and handling charges which may apply before rendering service. Where international service is available, Apple may repair or replace Products and parts with comparable Product and parts that comply with local standards. Apple may use Apple Products or replacement parts for service that are sourced from a country that is different from the country from which the Apple Product or original parts were sourced.

If any term is held to be illegal or unenforceable, it shall be severed from this warranty and the legality or enforceability of the remaining terms shall not be affected.

This warranty is governed by and construed under the laws of the country in which the product purchase took place.

For Australian consumers: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws and regulations. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. You acknowledge that repair of the goods may result in loss of data. This does not affect your consumer law rights in respect of other aspects of the repair services performed on your device under this warranty. Apple may use parts or products that are comprised of new and/or previously used Apple genuine parts and have been tested and passed Apple functional requirements.

For New Zealand consumers: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the Consumer Guarantees Act 1993 and other applicable New Zealand consumer protection laws and regulations. Our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act. You are entitled to a replacement or refund for a failure of substantial character and to compensation for any

reasonably foreseeable loss or damage that results from such failure. You may also be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a failure of substantial character. You acknowledge that repair of the goods may result in loss of data. This does not affect your consumer law rights in respect of other aspects of the repair services performed on your device under this warranty. Apple may use parts or products that are comprised of new and/or previously used Apple genuine parts and have been tested and passed Apple functional requirements

For Canadian Consumers: Residents of Quebec are governed by that province's consumer protection legislation.

For purchases made by consumers in the United Kingdom and Ireland: If a product is defective consumers may, in addition to any other rights which they may have under consumer law in the UK and Ireland, avail themselves of the rights contained in: for products purchased in Ireland: the Sale of Goods Act, 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act,1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11/2003); for products purchased in the UK: the Sale of Goods Act 1979 (in particular Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002.

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