

Apple Canada Inc.

Repair Terms & Conditions

(Canadian Retail Repairs)

These Terms & Conditions (T&Cs) govern the service of your product by Apple Canada Inc. ("Apple"). Apple may restrict service to one (1) product per customer during your visit to the Apple Retail Store. Please request a hardcopy if you prefer to review printed terms.

1. Apple will service your product as described and for the charges shown on the previous screen plus any applicable tax. When the service is covered by Apple's warranty, extended service contract or consumer warranty law, those terms or applicable law will apply. Residents of Quebec are governed by that province's consumer protection legislation.
2. If service is needed due to failure of parts that are not original to the product or due to damage caused by abuse, misuse or any external cause, Apple reserves the right to return the product to you without servicing it, and may hold you responsible for any indicated diagnostic fee.
3. If service requires labour and/or parts not specified on the previous screen, Apple may seek your approval of a revised estimate. If you do not agree that Apple may revise the charges, Apple may return your product and hold you responsible for any indicated diagnostic fee.
4. Apple may use parts or products that are new or equivalent to new in reliability and performance. Apple will retain the replaced part or product that is exchanged as its property, and the replacement part will become your property. Replaced parts are generally repairable and are exchanged or repaired by Apple for value. If applicable law requires Apple to return a replaced part to you, you agree to pay Apple the additional cost of the replacement item.
5. Apple warrants for a period of ninety (90) days from the date of service (1) that service will be performed in a competent and workmanlike manner and (2) that all parts used to service your product will be free from defects in materials and workmanship, unless otherwise specified by Apple. The foregoing warranty is an express limited warranty and in the event of breach, Apple will either (i) re-perform the service, (ii) repair or replace the part, or (iii) refund the cost of the service provided. In order to claim under the warranty you must return your product to the location where service was performed, at your expense. THIS WARRANTY AND ASSOCIATED REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER

WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. APPLE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF APPLE CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES, THEN ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THE EXPRESS LIMITED WARRANTY. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

6. (The following not applicable to customers in Quebec) TO THE MAXIMUM EXTENT PERMITTED BY LAW, APPLE AND ITS AFFILIATES, WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SERVICES PROVIDED 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 COSTS OF RECOVERING, PROGRAMMING, OR RESTORING ANY PROGRAM OR DATA STORED OR USED WITH YOUR PRODUCT AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON YOUR PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. APPLE SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO: (i) REPAIR OR REPLACE YOUR PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA; AND (ii) MAINTAIN THE CONFIDENTIALITY OF DATA. IF ANY PRODUCT SHOULD BE DAMAGED OR LOST WHILE IN APPLE'S CUSTODY, APPLE'S LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. OTHERWISE, APPLE'S LIABILITY FOR ANY AND ALL DAMAGE SHALL IN NO EVENT EXCEED THE PAYMENTS RECEIVED BY APPLE FOR SERVICES PROVIDED PURSUANT TO THESE TERMS. THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY APPLE UNDER THESE TERMS AND CONDITIONS. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. If you have not claimed your product and paid all charges due within sixty (60) days after being notified by Apple that your product has been serviced, Apple will consider your product abandoned and may dispose of your product in accordance with applicable law.

8. If service involves transferring information or installing software, you represent that you have the legal right to copy the information and agree to the terms of the software license, and you authorize Apple to transfer the information and accept such terms on your behalf in performing the service.

9. These T&Cs are governed by the laws of the jurisdiction where you receive the repair service. If any provision of these T&Cs is held to be illegal or unenforceable, that provision will no longer be part of the T&Cs, and the T&Cs will be enforceable as though that provision never was a part of them.

10. (The following not applicable to customers in Quebec) These T&Cs are the only ones that govern Apple's service of your product.

11. You agree and understand that it is necessary for Apple to collect, process and use your personal information in order to perform service under these T&Cs. Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL www.apple.com/ca/privacy.