

Apple Retail UK Limited

Repair Terms & Conditions

(U.K. Retail Repairs)

These Terms & Conditions (T&Cs) govern the service of your product by Apple Retail UK Limited ("Apple"). Apple may restrict service to one (1) product per customer during your visit to the Apple Retail Store. When your product is repaired pursuant to Apple's warranty, extended service contract or any consumer law, these terms will apply, to the extent that they do not reduce your rights under Apple's warranty, extended service contract or applicable law.

1. Apple will service your product as described and for the charges stated, if any, including VAT.
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, and if Apple is not responsible for such failure or damage, 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 previously specified, 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. Apple may repair, exchange or sell the replaced part if it chooses to do so.
5. Apple warrants (1) that the service will be performed with all reasonable skill and care and (2) that, for a period of ninety (90) days from the date of service, all parts used to service your product will be free from defects in materials and workmanship, unless otherwise specified by Apple. In the event of breach of the warranty in this section 5, 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 store where you left your product for service.
6. If Apple is in breach of these T&Cs, it will only be responsible to you for any loss of damage that you suffer to the extent that such loss or damage was a foreseeable consequence to both you and Apple at the time you agreed to these T&Cs. Further, Apple and its affiliates, will not be liable to you for any 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 limitations shall not apply to Apple's liability for: (a) death or personal injury, (b) fraud or fraudulent misrepresentation, or (b) any liability which by law cannot be excluded or limited. 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. Nothing in these T&Cs will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.
7. You must claim your product and pay all charges due within sixty (60) days after being notified by Apple that your product has been serviced. If you do not, Apple may notify you that it considers your product abandoned and that, if you do not collect it and pay any outstanding charges within a further three (3) months, Apple will dispose of it 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 English law.

10. 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/uk/privacy.

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