



Education Institution Apple Store Enrolment Application

13/08/01

Fax to the Apple Store: 02 9972 7410

In order to become an Apple Authorised Purchasing Customer, the following details are required to be completed by your institution and faxed to the Apple Store. Please ensure a sheet of letterhead is included in your application to clarify address details. Once your application has been processed you will be contacted with your Apple identification and password details.

Billing Address:

Shipping Address: (if different)

Name of Institution

Name of Institution

Address

Address (we cannot ship to P.O boxes)

Address

Address

Suburb/Town State Post Code

Suburb/Town State Post Code

Phone No. Fax No.

Phone No.

Principal's Name

Purchasing Officer Name

Phone

Email Address

Education Institution Apple Store Enrolment Conditions

1. Apple reserves the right to accept or decline any Education Apple Store application. Your participation in the Education Apple Store program may be terminated by Apple for any reason, without notice.
2. By submitting this Education Institution Apple Store enrolment application, you agree to waive any future challenge to the validity and enforceability of any Education Institution Apple Store purchase order on the grounds that it was electronically transmitted and authorised.

**Australian Education Institution Apple Store
Terms and Conditions**

FOR SCHOOLS AND TERTIARY INSTITUTIONS

13/08/01

An individual from a Tertiary Institution or School can browse this site and create and save a Proposal.

A Proposal can be forwarded to an Authorised Purchasing Agent or Authorised Purchasing Customer, who can convert a proposal to an order. An Authorised Purchasing Customer is a School or Apple approved Tertiary Institution and an Authorised Purchasing Agent is a member of Apple's Channel, e.g. an Apple Reseller.

To become an Authorised Purchasing Customer, [click here](#)

AS AN AUTHORISED PURCHASING CUSTOMER, THE FOLLOWING CLAUSES APPLY.

1. About these Terms and Conditions

In these terms and conditions "we" and "us" mean Apple Computer Australia Pty Limited, and "you" means you the customer. In these terms and conditions, words spelt with initial capital letters are defined terms. For your ease of reference these defined terms are listed together at the end of the terms and conditions. These terms and conditions constitute the Contract between us and you for the supply of Products. The provisions of your purchase order form or other business forms will not apply to any order. The Contract cannot be varied unless we agree in writing signed by our authorised representative to vary it.

THESE TERMS AND CONDITIONS ARE APPLICABLE ONLY TO OUR BUSINESS CUSTOMERS AND ARE NOT APPLICABLE TO CONSUMERS OR INDIVIDUALS WHO PURCHASE PRODUCTS OTHER THAN IN THE COURSE OF A BUSINESS.

2. Placing an Order

2.1 An Authorised Purchasing Customer may place an Order directly by completing the Order Form on the Apple Store web site.

2.2 Please note that configure-to-order Products cannot be cancelled or changed after product assembly has begun.

3. Supply of Your Products

3.1. Subject to these terms and conditions, we will supply you the Products indicated on your Order Confirmation.

3.2. The supply of Products to you does not include the cost of installation of the Products. You must separately arrange installation of Products with third parties.

4. Prices

4.1. The price of Products shall be our published list price applicable to the Products at the time an order for Products is accepted by us and are inclusive of Goods and Services Tax.

4.2. Delivery costs are payable by you as indicated on your Invoice.

5. Payment and Credit

5.1. All invoiced sums must be paid in full in Australian dollars without deduction or set off and in cleared funds within fourteen (14) days following the date of Invoice of the relevant Products. Amounts overdue shall attract an additional interest charge at the rate of interest (computed daily for each day that payment is late) of 24% pa which shall be payable by you in addition.

5.2. You may pay by direct deposit or cheque (provided that the funds are cleared within 14 days of the invoice date).

5.3. At our option, shipments may be made on such credit terms as we decide to extend to you at the time an order is accepted. We reserve the right, upon written notice to you, to declare all sums immediately due and payable in the event of a breach by you of any of your obligations to us, including failure by you to comply with the credit terms.

We also reserve the right either generally or with respect to any specific order to vary, change or limit the amount or duration of credit to be allowed to you.

6. Shipment, Risk of Loss and Delivery.

6.1. All Products will be shipped by us to a delivery address which has been agreed by us. Delivery dates specified in the Order, the Order Confirmation or on the Education Apple Store Web Site are estimates only and we shall not be under any liability to you in respect of any failure to deliver on any particular date.

6.2. We will not deliver any Products to any address outside Australia.

6.3. Except to the extent that your Products comprise Software, title and risk of loss to all Products will pass to you on delivery. Title and the right to retake possession of the Products shall remain with Apple until all sums owing to it by you in respect of the Products are paid in full. If you fail to take delivery or the carrier is unable to unload because of your acts or omissions, the risk in the Products will still pass to you, and we shall be entitled to charge you for any additional storage costs incurred by us as a result.

6.4. We may make partial shipments on account of your orders, to be separately invoiced and paid for when due. Any delay in delivery of any instalment will not relieve you of your obligation to accept the remaining deliveries.

6.5. We reserve the right to delay shipment in the event that orders for Products exceed our available inventory, in which case we shall allocate our available inventory and make deliveries on a basis we deem equitable in our reasonable discretion, and without liability to you on account of the method of allocation chosen or its implementation.

6.6. Unless otherwise agreed in writing all shipments (which for the purpose of this clause shall be deemed to include the contents of packaged Products as well as the packages themselves) shall be deemed correct and undamaged unless at the time of delivery you specify on our copy of delivery documentation the precise shortfall or error in delivery and inform us of such shortfall or error in writing within fourteen (14) days after the original delivery date of the given shipment. Your failure to inform us in this way shall constitute a waiver of any such claim. All communications with us must include the purchase order number, and the exact nature of the discrepancy between the order and shipment in number or type of Products shipped. For under-shipments, we shall, at our sole discretion, issue an explanation of the charges, a replacement shipment, or a credit to your account within thirty (30) days of receipt of your written notice.

7. Software Licensing

All Software is licensed to you on the terms and conditions of the applicable licence agreements. These licence agreements are shipped with the Software. Ownership of Software does not pass to you but risk in such Software shall pass to you on delivery.

8. Apple Limited Hardware Warranty

Apple warrants all Hardware against defects in materials and workmanship for a period of three (3) years from the date of purchase (the date shown on your Invoice). If a defect exists, at its option Apple will (1) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. A replacement product assumes the remaining warranty of the original product or 90 days, whichever provides longer coverage for you.

When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Apple's property. When a refund is given, your product becomes Apple's property.

How to Obtain Warranty Service

For Hardware Products. Deliver the product, at your expense, to any Apple Authorised Service Provider located within Australia.

For Portable Hardware Products. ("Portable" is defined as any product that can operate independently without a power cord.) For portable products you may obtain service worldwide. Be aware, however, that not all countries have Apple Authorised Service Providers and not all Authorised Service Providers outside the country of purchase have all parts or replacement units for the product. If the product cannot be repaired or replaced in the country it is in, it may need to be sent to a different country or returned to the country of purchase at your expense for repair or replacement.

To locate an Apple Authorised Service Provider call an Authorised Apple Reseller or visit our web site at <http://www.apple.com.au>. When you contact the Apple Authorised Service Provider, you will be asked to provide your name, address, telephone number, and proof of the original purchase (receipt) containing a description of the product(s), purchase date, and the appropriate Apple serial number(s).

Note: Before you deliver your product for warranty service or, if applicable, make it available to a technician during on-site 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. Data recovery is not included in the warranty service and Apple is not responsible for data that may be lost or damaged during transit or a repair.

Exclusions and Limitations

This Apple Limited Hardware Warranty applies only to hardware products manufactured by or for Apple that can be identified by the "Apple" trademark, trade name, or logo affixed to them. Apple's Limited Hardware Warranty does not apply to any non-Apple hardware products or any software, even if packaged or sold with Apple hardware. Non-Apple manufacturers, suppliers, or publishers may provide their own warranties.

Software distributed by Apple under the Apple brand name (including, but not limited to system software) is not covered under this Limited Hardware Warranty. Refer to the Apple Computer, Inc., Software License for more information.

Apple and its Authorised Service Providers 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 Apple Limited Hardware Warranty.

This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-Apple products; (b) to damage caused by service (including upgrades and expansions) performed by anyone who is not an Apple Authorised Service Provider; (c) to a product or a part that has been modified without the written permission of Apple; or (d) if any Apple serial number has been removed or defaced.

THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESSOR IMPLIED. APPLE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. IF APPLE CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

No Apple reseller, agent, or employee is authorised to make any modification, extension, or addition to this warranty.

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 LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH APPLE PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. APPLE SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

Apple's aggregate liability in respect of any single event or series of events whether as a result of negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered product determined by the net invoiced price.

9. Liability

9.1. These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products.

9.2. There are no warranties, conditions or other terms that are binding on us except as expressly stated in this Agreement.

9.3. Any warranty, condition or other term concerning the Products which might otherwise be implied into or incorporated in the Contract by statute, common law or otherwise (including without limitation any implied term as to quality or fitness for purpose) is hereby expressly excluded.

9.4. Nothing in the Contract shall limit or exclude our liability for death or personal injury caused by our negligence or for fraud.

9.5. Subject to Condition 9.4, we will not be liable under the Contract for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise. We will not be liable for any loss or damage of any kind arising from electronic transmission of orders or other information.

9.6. Subject to Conditions 9.4 and 9.5, our maximum aggregate liability under the Contract whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Product(s) in question.

9.7 Notwithstanding the above, nothing in this Contract excludes, restricts or modifies any condition, warranty, right or liability implied into this Contract (including any condition, warranty, right or liability imposed by the Trade Practices Act 1974) where to do so is illegal or would render any provision of this Contract void.

10. Export Control

You agree to comply with all Export Laws. You agree (i) not to export any Product to any country in contravention of any Export Law, and (ii) not to export any Product to any country for which an export or other governmental approval is required, without first obtaining all necessary licences or other approvals.

11. Data Protection

By placing your order, you agree that we may store, process and use data collected from your Order Form for the purposes of processing your Order. Please note that we may also transfer such data to other companies in the Apple group of companies and to Apple's education agents in order to provide you with information from time to time on other products and services that may be of interest to you. These companies may be situated in Australia, the US or internationally. If you do not agree to our transferring such data to other companies in order to provide you with information from time to time on other products and services, you should contact us in writing to tell us. You may obtain a copy of the data held by us concerning you on request in writing. We reserve the right to charge an administration fee for processing such request. If any data held by us concerning you is incorrect, we will correct it on your written request.

12. Force Majeure

We will not be liable for any loss or damage suffered or incurred by you arising from our delay in fulfilling or failure to fulfil or otherwise discharge any of our obligations under the Contract, to the extent that such delay or failure is caused by any circumstance beyond our reasonable control.

13. Governing Law and Jurisdiction

The Contract shall be governed by New South Wales law and both we and you submit to the exclusive jurisdiction of the New South Wales courts.

14. General

14.1. Neither our failure or your failure to enforce any term of this Agreement constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

14.2. The invalidity or unenforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions.

14.3. If (a) a receiver, manager, administrator, administrative receiver or similar official is appointed for you or your property, if you make an assignment for the benefit of your creditors, if any proceedings are commenced by, for or against you under any bankruptcy or insolvency or you are liquidated or dissolved, have a petition presented or an order made for your winding-up, cease or threaten to cease to trade or takes or suffer any action on account of debt analogies or anything similar to the above occurs in any jurisdiction; or (b) if you breach any term of the Contract or any other contract made between you and us, then we may at our option;

14.3.1. Stop any goods in transit;

14.3.2. Suspend further deliveries; and/or

14.3.3. Terminate the Contract without the requirement to give advance notice

14.4. The Contract will not be assignable by you, and you may not delegate your duties under the Contract without our prior written consent. We may assign the Contract without your consent provided that such assignment is to an affiliated company.

15. Other

Apple is not responsible for typographic errors. Apple reserves the right to change the terms and conditions of sale at the Apple Store web site at any time. All sales at the Apple Store web site are governed by the laws of New South Wales.

16. Defined Terms

In this Agreement the following shall have the meaning set out below: -

"Authorised Purchasing Agent" means a person who has been approved by Apple to submit electronic orders via the Apple Store Web Site. This person has been issued with a log on identity and password. This person can be part of a School, Tertiary Institution or Apple Channel Member, e.g. Reseller.

"Accessory" means any ancillary Product such as a mouse mat or a laptop bag.

"Apple" means Apple Computer Australia Pty Limited ACN 002 510 054 whose registered office is at 16 Rodborough Road Frenchs Forest NSW 2086.

"Apple Authorised Service Provider" means a service provider authorised by us to provide Services;

"Authorised Purchasing Agent" means a member of Apple Channel that has been approved by Apple to submit electronic orders via the Apple Store Web Site. A log-on identity and password are issued to enable access.

"Authorised Purchasing Customer" means a school or tertiary institution that has been approved by Apple to submit electronic orders via the Apple Store Web Site. A log-on identity and password are issued to enable access.

"Authorised Purchasing Officer" means your employee who is your authorised purchaser and who will submit Orders.

"Condition" means a condition contained in these terms and conditions.

"Contract" means these terms and conditions together with your Order.

"Web Order Number" means the order number issued by us to you.

"Apple Store Web Site" means our web site for education institutions in Australia.

"Export Laws" means all laws, regulations and orders of the United States, the European Union and the United Kingdom applicable to the export, re-export, transfer or resale of Products.

"Hardware" means any Product which is not Software, an Accessory or an extended warranty product.

"Invoice" means the invoice issued by us to you for the price of the Products.

"Order" means an order placed by you in accordance with these terms and conditions.

"Order Confirmation" means the order confirmation issued by us to you indicating acceptance of your Order.

"Order Form" means the electronic order form on the Apple Store Web Site.

"Proposal" is a document containing items intended for purchase, similar to a quotation. A Proposal is not an Order.

"Product" means any product listed on the Apple Store Web Site which we agree to supply to you on these terms and conditions.

"Return Authorisation Documentation" means the documentation issued by us to you for the return of Products.

"Services" means any services relating to Products (including without limitation warranty and telephone support services) that we agree to supply to you on these terms and conditions.

"Software" means any software comprised in the Products including without limitation operating systems, bundled software and stand alone software

"Working Day" means any day other than a Saturday, a Sunday or a public holiday in Australia.

End

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