

## Commercial / Enterprise Terms and Conditions

Please review these policies carefully as they are the terms of sale that govern your purchases with Apple Canada Inc. They set out your rights and obligations with respect to your purchases, including important limitations and exclusions, such as those in Apple's product warranties. Your placement of an order constitutes your agreement that these policies apply to the order, so be certain you understand them before you place your order.

- Binding Agreement
- Contact Information
- Canadian Sales to End-Users Only
- Custom-Configured Product
- Product Availability
- Order Processing
- Order Cancellation
- Payment Methods
- Pricing & Sales Tax
- Shipping
- Transit - Lost or Damaged
- Warranty
- Software License
- Return and Refund Policy
- Dead On Arrival (DOA) Product
- Defective Products
- Other terms and conditions

### **Binding Agreement**

Upon ordering any product or service from the Canadian Apple Store (“Apple Store”), these Terms and Conditions, when accepted by you, will constitute a legally valid and binding agreement between yourself and Apple Canada Inc. (“Apple”).

### **Contact Information:**

#### **Sales:**

Enterprise Inside Sales at 905-513-5672, 905-513-5624, or via email at [cda\\_enterprise\\_sales@apple.com](mailto:cda_enterprise_sales@apple.com) between 9:00am and 5:00pm EST.  
<http://www.apple.com/ca/commercial-accounts/contact>.

#### **Sales Operations: (Order, shipment, returns):**

Apple Enterprise Sales Support Operations (SSO) at [enterprise-ss@group.apple.com](mailto:enterprise-ss@group.apple.com) between 9:00am and 6:00pm EST.

**Apple Financial Leasing:**

905-513-5629

<http://www.apple.com/ca/financing>**Apple Technical Support** at 1-800-263-3394.**Payment confirmation:**eElectronic payment send confirmation: [cash\\_app\\_canada@group.apple.com](mailto:cash_app_canada@group.apple.com)**Canadian Sales to End-Users Only**

Apple will only sell and ship product within the boundaries of Canada. No shipments can be made to P.O. Box addresses or addresses outside Canada. Products purchased at Apple may not be exported.

Apple sells and ships products to end-user customers only. You may not purchase for resale. Apple reserves the right to refuse or cancel your order if Apple suspects you are purchasing for resale.

**Custom-Configured Product**

Apple offers certain products that may be custom-configured to your specifications. Please review your order carefully. Once your custom-configured item has been prepared for shipment, it may not be changed or canceled. Learn more about Apple's [Return and Refund Policy](#).

**Product Availability**

Apple makes every effort to ship your product according to the estimated lead times provided by Apple. Although every effort is made to ship your order according to the lead-time provided, shipping dates may change due to changes in supply. To obtain information regarding the status of your order, we encourage you to use the online Order Status tool at [www.apple.com/orderstatus](http://www.apple.com/orderstatus) that can be accessed through the Apple Store.

Given the popularity of some products, Apple may restrict the number of such items that you may purchase. Quantity restriction information is subject to change.

Apple endeavours to stay at the forefront of technological advancement. For this reason, Apple reserves the right to discontinue products without notice. If a product is no longer in Apple's inventory, Apple reserves the right to cancel buyer's orders related to such product.

**Order Processing**

The Head Office of Apple is located at **7495 Birchmount Road, Markham, Ontario L3R 5G2**. The products and/or services ordered by you will be described in your Invoice. Your total payment due, including all taxes, shipping and customs charges, if any, will be

as set forth in the Invoice. The products and services ordered by you will be delivered to you at the address provided by you on check-out at the Apple Store, as set forth in the Invoice Receipt. Your method of shipping will be selected by you at checkout, and will be set forth in the Invoice, along with the cost associated therewith.

#### Minimum Order Requirement

Apple may, without prior notice, establish minimum requirements for the volume of product ordered at one time, and may establish handling charges for orders that fall below such minimum order levels.

#### Order Cancellation

You may cancel an order provided the order has not yet been released to Apple's order processing and shipping facility.

#### Payment Methods

If credit is extended by Apple, you shall be invoiced upon shipment of product and you shall pay each invoice no later than THIRTY (30) DAYS from the date of invoice. Apple reserves the right to change credit terms at any time, for any reason, without prior notice.

If, in the judgment of Apple, your financial condition at any time does not justify extension of the terms of payment above specified, Apple may require full or partial payment in advance. If you become insolvent, or bankruptcy or other debtor's relief proceedings are instituted by you or against you, or you make an assignment for the benefit of your creditors or are unable to meet your obligations as they come due, any such event shall be deemed a material default hereunder, entitling Apple to cease performance under this Sales and Refund Policy and to avail itself of all legal and equitable remedies it may have against you.

Payments for invoices can be made by cheque or wire. If payment is by cheque, the remittance address will be noted on the invoice. Remittance addresses are as follows:

Customers located in Manitoba, Western Provinces, and Northern Territories:

Apple Canada C3126  
PO Box 9126, Station M  
Calgary, AB T2P 5E1

Customers located in Ontario and Eastern Provinces:

Apple Canada T4001  
PO Box 4054, Postal Station A  
Toronto, ON M5W 3A6  
M5W 3A6

If payment of invoices is by wire transfer, please reference the customer name on the electronic payment and send confirmation to [cash\\_app\\_canada@group.apple.com](mailto:cash_app_canada@group.apple.com).

Wire transfer specifics are:

Apple Canada Inc. c/o TD Canada Trust,  
Bank ID: 0004  
Transit: 12772  
Acct #0698 5206130

### **Defaults**

In the event of any default by Purchaser, Apple may decline to make further shipments without in any way affecting its rights under these Policies. The due date of all Apple invoices shall be accelerated so that they become due and payable immediately, even if longer terms had been provided previously. If Apple elects to continue to make shipments despite any default by the Purchaser, Apple's action shall not constitute a waiver of any default by the Purchaser or in any way affect Apple's legal remedies as a result of any such default.

### **Apple Financial Services Business Lease**

The Apple Financial Services ("AFS") lease program allows customers to finance the acquisition of hardware, software, and services from Apple. Additional information regarding current lease program offerings from AFS can be obtained at <http://www.apple.com/ca/financing/leases/commercial/>.

### **Pricing & Sales Tax**

Apple reserves the right to change prices for products listed on the Apple Store for Accounts at any time. Prices will include the price of the product (on the day of shipping) plus any applicable sales taxes, eco/environmental fees, and shipping charges. Sales tax is based on where the product is shipped and the sales tax rate(s) in effect at the time your order invoices. The proof of purchase includes any applicable sales tax.

If your order is being placed on behalf of a tax-exempt company please be prepared to provide proof of tax-exempt status. The company name on the order must exactly match the tax-exempt certificate based on the appropriate provincial requirements.

### **Shipping**

As a service to our customers, Apple provides standard shipping on every order at no additional charge.

Orders shipped by standard service should arrive within 8-12 business days after shipping. If you prefer a faster method of shipment, you may choose to pay for expedited shipping (currently provided by Federal Express and affiliated carriers).

Shipping charges are based on the total weight of the order. Express-shipped orders should arrive within 5 business days after shipping. Delivery to the northern territories may take more than 5 business days.

***Shipping Costs:*** Shipping costs are calculated and displayed before you complete your order on the Apple Store. You can also see shipping costs on the Order Acknowledgment email and on the online Order Status, <https://store.apple.com/Apple/WebObjects/OrderStatus.woa?sf=ca>. If you order multiple items, you may receive separate shipments. You will receive a Shipment Notification email for each shipment with the carrier's name and tracking information, if available. Shipping fees for the entire order will be charged when your first item is shipped.

***Signature is required for delivery:*** Most of our shipments contain valuable computer equipment. If you will not be at the shipping address to accept delivery of your product, consider shipping the item to an address where someone you trust will be available to sign for your package. Please note that we are not able to adjust the shipping address once a package has left Apple's warehouse.

***Undeliverable Packages:*** Occasionally packages are returned to us as undeliverable. When the carrier returns an undeliverable package to us, please contact us to make arrangements for reshipment.

***Failed Delivery Attempts:*** Most of our carriers make three attempts to deliver a package. After three delivery attempts, the package will be returned to us.

### **Transit - Lost or Damaged**

Title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter, Apple will issue credits or replace products returned due to damage in transit or that are lost in transit. For products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter, Apple will not issue credits or replace products returned due to damage in transit or that are lost in transit. Instead, Apple will provide third-party insurance for damaged or lost products with the Purchaser named as the loss payee.

When not shipping products pursuant to Apple's standard practices but instead shipping via a carrier selected by you, Apple will not issue credits or provide replacement products for products returned due to damage in transit or that is lost in transit.

**Claims & Payment Process:** For all product damaged or lost in transit in any week of the quarter, you must notify Apple Sales Operations within ten (10) business days from receipt of receiving damaged products, a short shipment, or not receiving an expected order.

For product shipped during all but the last week of Apple's fiscal quarters, Apple will either issue a credit or replace product damaged or lost in transit and place claims and/or tracers on your behalf. Apple will issue a credit or ship replacement product to you upon receipt of the damaged product or confirmation of the lost product.

For product shipped during the last week of Apple's fiscal quarters, Apple will prepare and file a claim with the third party insurance carrier with the Purchaser listed as the loss payee. Once the insurance requirements are satisfied, you will receive a cheque from the insurance carrier for the purchase price of the product rather than receiving replacement product or credit from Apple. Or, instead of receiving the cheque from the insurance carrier, you can elect to assign insurance proceeds resulting from lost or damaged product to Apple and Apple will credit your account for the amount of the insurance proceeds. You will need to place a new order for replacement product. Apple believes the insurance policy claim limits will be adequate to cover any losses incurred by you. However, Apple will not be liable in the event the entire claim is not covered for any reason, including exceeding the claim limits. Title and risk of loss to returned product will pass to the insurance company upon shipment to Apple by you.

### **Product Warranty**

All new Apple hardware products carry a one-year Limited Warranty against defects in materials and workmanship. You may review a copy of the Limited Warranty on new products, including its limitations and exclusions, before you purchase, by clicking on the following link: <http://apple.com/legal/warranty>.

Non-Apple-branded/Third-party products are sold AS IS by the Apple Store, but may be accompanied by their manufacturers' standard warranties. AS IS products are sold by Apple as is, where is, and with all faults, and without express or implied warranties from Apple. If you have questions about any manufacturers' warranties that accompany such products, please contact the manufacturer directly.

By purchasing at the Apple Store, you acknowledge that you have had an opportunity to review Apple's warranty terms, have done so to the degree you need to be familiar with them, and you accept their terms and conditions, including the limitations, exclusions, and disclaimers in them.

Note: Products sold which do not bear the Apple Brand name are serviced and supported exclusively by their manufacturers in accordance with any terms and conditions packaged with the products (unless the third-party product is pre-installed in an Apple-branded computer). Apple's Limited Warranty does not apply to products that are not Apple-branded, even if packaged or sold with Apple products. Please contact the manufacturer directly for technical support and customer service.

### **Software License**

Your use of Apple branded software is on the terms of the license in effect for the software at the time of purchase. You will be asked to agree to the terms of the applicable license when you install the software.

You may review license information on software products sold through the Apple Store by clicking on the following link: <http://apple.com/legal/sla>.

### **Return and Refund Policy**

If you have received an incorrect product due to an Apple shipping or order processing error or are not satisfied with your purchase of a pre-built product from Apple, please contact your Sales Operations for a Return Material Authorization (RMA) request within 14 calendar days of the receipt of the product.

If the item is returned unopened in the original box, we will exchange it or offer you a refund based on your original method of payment.

The product must be returned to the Apple warehouse within 14 calendar days of the issuance of the RMA. All products must be packed in the original, unmarked packaging including any accessories, manuals, documentation and registration that shipped with the product. A 10% open box fee will be assessed on any opened hardware or accessory.

Please note that Apple does not permit the return of or offer refunds for the following products:

- Product that is custom configured to your specifications
- Personalized products, such as engraved iPods and iPads
- Third party products
- Opened memory
- Opened software\*
- Electronic software downloads
- Software Up to Date Program Products (SW upgrades)

\* You may return software after rejecting the licensing terms, provided the software is not installed on a computer. However, software that contains a printed software licence may not be returned if the seal or sticker on the software media packaging is broken.

**NOTE:** Apple asks that you use a carrier recommended by Apple keeping the following criteria in mind: (1) use a carrier that offers shipment tracing and (2) either insure your package for safe return to Apple or declare full value of the shipment so that you are completely protected if the shipment is lost or damaged in transit. You will be responsible for the loss or damage to the product during shipping.

### **Dead On Arrival (DOA) Product**

An Apple-branded hardware product is considered DOA if it shows symptoms of a

hardware failure preventing basic operability, upon its first use out of the box. If you discover that your product may be DOA, please call AppleCare Technical Support at 1-800-263-3394 within 30 calendar days of the invoice date. AppleCare Technical Support will determine if the product is DOA and will issue a case number for tracking purposes. Please ensure that you record the case number that you are issued. If the product is deemed to be DOA, AppleCare Technical Support will offer you the following options:

\* **Replacement:** Please contact Sale Operations to process a replacement product order and to obtain a RMA number to return the DOA product. You will be required to provide the case number issued by AppleCare Technical Support to ensure product was deemed DOA by AppleCare Technical Support within 30 calendar days of the invoice date.

\* **Service:** You may have the product repaired; however, once serviced the product is no longer eligible for replacement.

### **DOA Terms and Conditions**

\* These DOA terms and conditions only apply to Apple-branded hardware products currently offered on the Apple Store. As new products are offered, Apple reserves the right to determine whether or not these terms and conditions apply.

\* These DOA terms and conditions do not apply to third party products which do not bear the Apple brand name. You may call the manufacturer directly with any third party product issues.

\* If the product is deemed DOA by AppleCare Technical Support thirty (30) calendar days after the invoice date, Apple's standard product warranty will apply.

\* If the product is deemed by AppleCare Technical Support NOT to be DOA, Apple's standard product warranty will apply.

\* Shipping will be arranged at Apple's expense for all products determined by AppleCare Technical Support to be DOA.

- Apple reserves the right to test returned DOA product. If the condition of the product is misrepresented, Apple may impose a fee for wrongful return, of \$400 upon you.

### **Defective Products**

#### **Apple Branded Products**

If you discover what you believe is a product defect for any Apple branded product please contact Apple Technical Support at 1-800-263-3394. Such a defect, if any, is covered under the terms of your product's warranty. Please refer to the warranty information and other support documentation that came with your product.



### **Non-Apple Branded Third Party Products**

If you discover what you believe is a product defect for any third party product, please contact the manufacturer directly for information regarding the manufacturers' standard warranties.

### **Other Terms and Conditions**

Apple and its vendors are not responsible for any typographical or printing errors. The Sales and Refund Policy (“Policy(ies)”) shall remain in force and effect until terminated by Apple and may be modified by Apple at any time.

To the extent permitted by law, all sales at the Apple Store are exclusively governed by the laws of the Province of Ontario, without giving effect to its conflict of law provisions.

No Apple employee or agent has the authority to vary the Policy(ies)”) or other applicable terms and conditions governing any sale.

If any of these Policies are deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and conditions shall not in any way be affected or impaired thereby.

Les parties concernées confirment qu’elles ont exigé que les termes et conditions ainsi que les documents apparentés soient rédigés en Anglais. The parties hereto confirm that they have requested that these Policies and all related documents be drafted in English.

A waiver or default of any of these Policies shall not be deemed to be a continuing waiver, or a waiver of any other default or any other term or condition.

Apple shall not be liable for any failure to perform according to these Policies, if such failure is caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of war, labour dispute, natural disaster, pandemic, government action or accident.