

**APPLE DEVELOPER CONNECTION  
HARDWARE PURCHASE AGREEMENT  
TERMS AND CONDITIONS**

As an Apple Developer Connection (ADC) Program Member, you agree to the following terms when you order through the ADC Hardware Purchase Program. If you do not agree to these terms, please do not order through the ADC Hardware Purchase Program.

1. Your ADC Membership may permit you to purchase a limited number of development systems at a discount. A system is equivalent to one (1) CPU with one (1) monitor; one (1) iMac; or one (1) portable. You may also purchase accessories (such as a monitor, adaptor, or iPod) with each development system. You are limited to one of each type of accessory per system purchased. Discounts will not be applied to accessories purchased separately. Please see the ADC Member Site for information on the number and type of discounts available under your membership.
2. Terms of sale and availability may vary by region. For regional web pages, available products, price lists, and terms of sale, please see <http://developer.apple.com/membership/hardware.html>. Prices, product offerings, and program terms are subject to change at Apple's discretion. Prices for particular product purchases are those in effect at the time of shipment. All products are accompanied by Apple's standard limited hardware warranty for those products.
3. Apple will apply the sales tax due at your shipping destination to all orders. If you are tax exempt, attach a copy of your exemption certificate to each order. Resale certificates cannot be accepted.
4. Title and risk of loss to all products will pass to you upon delivery. For products shipped pursuant to Apple's standard practices in all but the last week of any Apple fiscal quarter, Apple will 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 any Apple fiscal quarter, Apple will not 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 you named as the loss payee. If you provide Apple with specific shipping instructions, Apple will use commercially reasonable efforts to ship according to your instructions but will not be liable for any failure to do so, and Apple shall have no obligation to you if the products being shipped are lost or damaged during transit. Shipping charges for orders that are shipped according to your instructions will be added to your invoice or, at Apple's option, Apple may ship collect.
5. Apple will endeavor to ship items within four to six weeks after accepting your order. Apple cannot, however, guarantee shipment within this period.
6. You may not resell or otherwise transfer any items purchased for a period of at least one year from the date of shipment. You may use products that you order under the ADC Hardware Purchase Program only for the purpose of developing software and/or hardware products that will be sold for use with Apple products.
7. Apple has a no-return policy on product purchases. You may contact your Regional Support Center to request a return, and, at Apple's sole discretion, you may be allowed to return the products subject to a fifteen percent (15%) restocking fee. Returns will not be accepted without prior authorization.

8. UNDER NO CIRCUMSTANCES SHALL APPLE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. APPLE'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS HARDWARE PURCHASE AGREEMENT IS LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT YOU PURCHASED.

9. This Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any litigation arising out of this Agreement. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

10. This Hardware Purchase Agreement constitutes the entire agreement between you and Apple with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter and any purchase made under this Agreement. Any other written or oral agreements between Apple and you, or modifications to this Agreement (including any terms of any purchase order or other document that you submit or the terms of the Order Form and Purchase Contract), shall be of no force or effect unless incorporated into this Agreement by a writing signed by Apple and you that specifically refers to this paragraph.