

Repair Terms and Conditions

These are the Terms and Conditions governing the repair of your product by The trustee for Helm Family Trust trading as Max Computing Services (ABN 97 515 463 654)

Vendor/Manufacturer (including Apple Inc.) goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The benefits conferred by this warranty are in addition to all other rights and remedies of consumers under the Competition and Consumer Act 2010 and any other laws and regulations in relation to the goods and services to which this warranty relates.

1. Max Computing Services will service your product as described and for the charges shown on the Work Authorisation 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. Max Computing Services understands that your data may be valuable to you. Data loss during service is always a possibility, and in some cases, data may be unrecoverable, erased, or reformatted during service. For this reason, it is your sole responsibility to back up all existing data, software, and/or programs from your product, and to decide whether to erase any such data from your product, prior to receiving service. Max Computing Services and its agents are, to the maximum extent permitted by law, not responsible for any loss, recovery, or compromise of data, software or programs, or loss of use of your product or other equipment arising out of the services provided by Max Computing Services. You represent that your product does not contain any illegal files or data. You acknowledge that your device may be sent out by common carrier to be serviced by an external service provider. For this reason, it is recommended that you back up your device and wipe it, prior to submission for service.
2. Unless your product is repaired under warranty or extended service contract without charge, you will pay Max Computing Services the amount shown on the Work Authorisation Report. Your payment is due when the product is returned to you. Unless specified otherwise, the estimated amount shown on the Work Authorisation Report includes all parts, labour, transportation required for the repair of the product and any applicable tax. Max Computing Services may hold you responsible for the diagnostic fee on the Work Authorisation Report (this fee includes any applicable tax) if Max Computing Services inspects your product, provides an estimate for you, and you do not authorise Max Computing Services to undertake the repairs for the estimated charges. If Max Computing Services determines, while inspecting your product, that repairs are needed due to failures of parts that are neither supplied by Max Computing Services nor Apple branded - or are needed due to damage caused by abuse, misuse or misapplication - Max Computing Services reserves the right to return the product to you without repairing it, and will hold you responsible for the diagnostic fee on the Work Authorisation Report (this fee includes any applicable tax). To the maximum extent permitted by law, Max Computing Services and its agents will not be responsible for any damage to the product that occurs during the repair process that is a result of any unauthorised modifications or repairs or replacements not performed by Max Computing Services, Apple or an AASP. If damage results, Max Computing Services will seek your authorisation for any additional costs for completing service even if the product is covered by warranty or an AppleCare service plan. If you decline authorisation, Max Computing Services may return your product un-repaired in the damaged condition without any responsibility.
3. If the requested repairs require labour and/or parts not specified on the reverse side, Max Computing Services may seek your approval of a revised estimate. If you do not agree that Max Computing Services may revise the charges, Max Computing Services may return your product and hold you responsible for the diagnostic fee shown on the Work Authorisation Report (this fee includes any applicable tax).
4. If repairing your product under your product's warranty or extended service contract, Max Computing Services may use new, used or reconditioned parts, as permitted by these terms. If repairing parts outside of warranty or extended service contract, Max Computing Services may use new, used or reconditioned parts. If Max Computing Services replaces a part, then unless otherwise agreed, title in the replaced part will pass to Apple 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 you and Max Computing Services agree for Max Computing Services to return a replaced part to you, you agree to pay Max Computing Services the cost of the replacement item in addition to any other charges for the repair service.
5. If Max Computing Services repairs your product under warranty or extended service contract, the repairs will be covered solely by the terms of the warranty or extended service contract and applicable provisions of law. If your product is repaired outside of warranty, Max Computing Services warrants (1) that the repairs will be performed in a competent and workmanlike manner and (2) that all parts used to repair your product will be free from defects in materials and workmanship for a period of ninety (90) days, unless otherwise specified by Max Computing Services. Information on your product's parts warranty may be obtained by contacting Apple on 133-622. The warranty on parts is an express limited warranty. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If a defect exists in a replacement part during the part's warranty period, at its option, Max Computing Services will (1) repair the part using new, used or reconditioned replacement parts, (2) replace the part with a new, used or reconditioned equivalent part, or (3) refund the fair market value of the part, as determined by Max Computing Services. **TO THE EXTENT PERMITTED BY LAW THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE REPAIR PARTS. TO THE EXTENT PERMITTED BY LAW APPLE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PARTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF MAX COMPUTING SERVICES CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED**

Repair Terms and Conditions

WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. Certain legislation, including the Competition and Consumer Act 2010, may imply warranties or conditions or impose obligations upon Max Computing Services, which cannot be excluded, restricted or modified, or cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Max Computing Services is entitled to do so, Max Computing Services limits its liability in respect of any claim under those provisions to at Max Computing Services option (1) the supplying of the services again or (2) the payment of the cost of having the services supplied again.

6. IF ANY PRODUCT SHOULD BE DAMAGED OR LOST WHILE IN MAX COMPUTING SERVICES'S CUSTODY, TO THE EXTENT PERMITTED BY LAW MAX COMPUTING SERVICES'S LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. SUBJECT TO THE PREVIOUS SENTENCE, MAX COMPUTING SERVICES'S ENTIRE LIABILITY FOR YOUR DAMAGES FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE REPAIR OF YOUR PRODUCT, WHETHER DUE TO MAX COMPUTING SERVICES'S NEGLIGENCE OR TO ANY OTHER REASON, IS LIMITED TO THE AMOUNTS THAT YOU PAY FOR REPAIR SERVICES. TO THE EXTENT PERMITTED BY LAW, YOUR ONLY REMEDY UNDER THIS REPAIR AGREEMENT IN RESPECT OF ANY MATTER NOT ADDRESSED BY THE PREVIOUS SENTENCES IS TO SEEK RECOVERY OF DAMAGES AGAINST MAX COMPUTING SERVICES IN AN AMOUNT NOT EXCEEDING WHAT YOU HAVE PAID FOR REPAIR SERVICES. TO THE EXTENT PERMITTED BY LAW, MAX COMPUTING SERVICES HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUE. TO THE EXTENT PERMITTED BY LAW, MAX COMPUTING SERVICES ALSO HAS NO LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR SOFTWARE APPLICATIONS. TO THE EXTENT PERMITTED BY LAW, MAX COMPUTING SERVICES IS NOT RESPONSIBLE FOR ANY FAILURES OR DELAYS IN PROVIDING SERVICES THAT ARE DUE TO EVENTS OUTSIDE MAX COMPUTING SERVICES'S REASONABLE CONTROL. REPAIR OF YOUR GOODS MAY RESULT IN LOSS OF DATA. TO THE EXTENT PERMITTED BY LAW, MAX COMPUTING SERVICES IS NOT LIABLE FOR ANY DEFECTS OR DAMAGE TO ANY SOFTWARE OR DATA STORED, RESIDING OR RECORDED IN YOUR PRODUCT, NOR FOR ANY LOSS, CORRUPTION OR BREACH OF SUCH DATA, INCLUDING ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION OR REMOVABLE DATA. BY PROVIDING YOUR PRODUCT UNDER THESE TERMS AND CONDITIONS YOU ACCEPT AND AGREE THAT EITHER (A) YOU HAVE MADE A BACKUP COPY OF YOUR DATA AND REMOVED ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION AND REMOVABLE MEDIA SUCH AS USB DRIVES, CDS OR PC CARDS, OR (B) YOU HAVE ASSUMED THE RISK THAT SUCH INFORMATION OR MEDIA MAY BE LOST, CORRUPTED OR COMPROMISED DURING SERVICE OR REPAIR. YOU FURTHER ACKNOWLEDGE AND AGREE THAT MAX COMPUTING SERVICES CANNOT GUARANTEE THE SAFETY, SECURITY OR INTEGRITY OF ANY DATA THAT REMAINS ON YOUR PRODUCT WHILE IT IS UNDERGOING SERVICE OR REPAIR.

7. It is a condition of Max Computing Services accepting your product for repair that the product is subject to disposal of uncollected goods legislation and that this legislation confers on Max Computing Services a right of sale exercisable in certain circumstances. If you have not claimed your product and paid all charges due within the minimum period required by law after Max Computing Services has provided you with notice that your product is ready for re-delivery to you, Max Computing Services will consider your product abandoned and Max Computing Services will be entitled to exercise its rights under law to dispose of the product. Max Computing Services will provide all notices to you required by this section or that Max Computing Services is required to provide to you under law in relation to the exercise of Max Computing Services's right of disposal, by delivering such notice at the mailing address you furnished when you authorised the repairs. Max Computing Services may dispose of your product in accordance with law, and specifically, Max Computing Services may sell your product at a private or public sale or by such other legally permitted means without liability to you. Max Computing Services may deduct from the disposal proceeds any amounts owing to Apple and any remainder will be dealt with in accordance with law. Max Computing Services reserves its statutory and any other lawful liens for unpaid charges.

8. If repair 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 licence, and you authorise Max Computing Services to transfer the information and accept such terms on your behalf in performing the service.

9. These Terms and Conditions are governed by the laws of the state of New South Wales, Australia (without giving effect to its conflict of law provisions). If any provision or part of a provision of these Terms and Conditions is held to be illegal or unenforceable, that provision or part of the provision (as the case may be) will no longer be part of the Terms and Conditions, and the Terms and Conditions will be enforceable as though that provision or part of the provision (as the case may be) never was a part of them.

10. These Terms and Conditions are the only ones that govern Max Computing Services's repair of your product. Except as otherwise stated in these Terms and Conditions, no other oral or written terms or conditions apply, including those in any purchase order that you provide to Max Computing Services. No one has the authority from Max Computing Services to vary any of these Terms and Conditions.

11. Apple products are subject to United States and foreign export control laws and regulations, and must be purchased, sold, exported, re-exported, transferred or used in compliance with such export laws and regulations.

12. You agree and understand that it is necessary for Max Computing Services to collect, process and use your data in order to perform the service and support obligations under these Terms and Conditions.