

LIMITED WARRANTY STATEMENT

NOTEBOOK OR HYBRID COMPUTERS

Applicable to products purchased after 1 August 2017

THE TOSHIBA EXPRESSED LIMITED WARRANTY (“WARRANTY”) TERMS AND CONDITIONS

TOSHIBA DOES NOT WARRANT THAT OPERATION OF THIS TOSHIBA NOTEBOOK OR HYBRIDS (“PRODUCT” OR “GOODS”) WILL BE UNINTERRUPTED OR ERROR FREE. YOU MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS IN THE PROVIDED MANUALS. IF YOU FAIL TO DO SO, THIS PRODUCT MAY NOT FUNCTION PROPERLY OR MAY SUFFER OTHER DAMAGE. ADDITIONALLY, FAILURE OF THE PRODUCT MAY RESULT IN LOSS OF DATA. TOSHIBA STRONGLY RECOMMENDS THAT YOU BACK UP YOUR DATA REGULARLY.

GENERAL TERMS

This warranty against defect applies to product imported and sold by Toshiba Client Solutions ANZ Pty Limited – L3, Building C, 12-24 Talavera Road, North Ryde, NSW 2113 (“Toshiba” or “Manufacturer”) through its Authorised Resellers, Retailers and Distributors (“Supplier”), and applies only to product that is new on the date of purchase, and for which you have an invoice showing proof of purchase.

This Warranty does not provide for remedy of failure caused by improper installation, operation, cleaning or maintenance, accidental and physical damage, misuse, abuse, fluid ingress, non-Toshiba modifications to the goods, software faults, normal wear and tear or any other event, act, default or omission outside Toshiba’s control.

Any service outside the scope of this Warranty shall be at Toshiba’s, its Authorised Service Provider’s (“ASP”) or the Supplier’s rates and terms then in effect. Toshiba recommends that you confirm these rates and terms prior to signing any service or repair agreement on your product.

To the extent permitted by law, Toshiba reserves the right to modify the terms and conditions of this Warranty, including fees at any time.

CONSUMER GUARANTEES (AUSTRALIA ONLY)

Consumer Guarantees apply to goods bought on or after 1 January 2011 by a consumer from a Supplier, in the course of a normal trade (not by way of auction where the auctioneer acts as agent of the owner(s)), and where the goods are normally used for personal, domestic or household purposes.

Our 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.

THIS WARRANTY IS NOT INTENDED TO AND DOES NOT LIMIT YOUR RIGHTS WITH RESPECT TO THE CONSUMER GUARANTEES (IN AUSTRALIA) OR CONSUMER GUARANTEES ACT (IN NEW ZEALAND).

TOSHIBA WARRANTY PERIOD

Subject to the opening paragraph, Toshiba expressly warrants this product to be free from operational defects in workmanship and materials (“defect”) for the period stated below (excluding the included main battery#), dependant on model, from its date of purchase. Refer to the product specifications for the warranty period applicable to your model which are available on Toshiba’s website www.mytoshiba.com.au or www.mytoshiba.co.nz, or by contacting Toshiba (contact details further in this document).

Satellite Pro models	1 year
Tecra and Portege models	3 years

Batteries being consumable items carry a warranty period dependant on their technology:

- User Installable batteries carry a 1 year warranty
- Non-user installable batteries carry a 3 year warranty

For any accessories or storage device purchased with the product refer to the applicable limited warranty statement for those goods.

WHAT IS PROVIDED UNDER THE WARRANTY

1. If the product fails during normal and proper use within its Warranty period Toshiba will repair or exchange the faulty parts within the product, or the product itself. **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.** Ownership of items is surrendered to each party on exchange. Repair or exchange is subject to the original item being genuine and unaltered.
2. Toshiba will take reasonable steps to provide service parts availability where it is commercially prudent to do so.
3. To the extent permitted by law, Toshiba may choose to repair or exchange the faulty parts. Repaired or exchanged items are warranted for the longer of the balance of the original product Warranty or 90 days from the date of service completion.
4. If the internal storage drive (HDD or SSD) is replaced, Toshiba will reinstall the original configured operating system as shipped with the goods when it was sold, provided you supply the Product Recovery Media ("RCM") and/or the Software Product Key. If you do not have the RCM, this can be requested and purchased by contacting the Toshiba Support Centre or the ASP, provided that you can produce the Software Product Key (Software Product Key submission not applicable from Windows 8).
5. Complimentary Courier Pickup and Return may be applicable to your product, refer to the product specification or Toshiba's website. If it does not apply to your product you are required to deliver and pick up your product to and from the service point at your expense.
6. Some service parts are specifically designed for easy customer replacement. These are referred to Customer Replaceable Unit (CRU). The Toshiba Support Centre may after troubleshooting and diagnosis ship the service part to you for replacement. If requested by Toshiba, the original part will have to be returned to Toshiba which will be at Toshiba's expense.
7. Replacement batteries are transported by road and delivery times may vary depending on the ASP or your location,
8. Repair is subject to the service centre's ability to replicate the fault and parts availability. Intermittent faults must be replicated to confirm that the fault is related to the goods and covered by this Warranty.
9. Toshiba's sole obligations with respect to software distributed under the Toshiba brand name are set out in the applicable end-user licence agreement (EULA). Unless otherwise stated in writing, non-Toshiba labelled software is provided on an "as is" basis by Toshiba.
10. This Warranty is valid within Australia, New Zealand and Papua New Guinea. International Limited Warranty, however, may also be applicable to your product.

WHAT IS NOT COVERED BY THE WARRANTY

1. Product purchased from anyone other than Toshiba or a Supplier or by way of auction.
2. Product purchased outside or independently imported into Australia, New Zealand and Papua New Guinea.
3. The Warranty is personal to the person or organisation that acquires the product from a Supplier in the first instance and may not be transferred to a subsequent owner.
4. Damage caused by accident, shock, excessive pressure, misuse, abuse, neglect, improper installation, or usage outside the temperature range and/or moisture operating conditions as outlined in the User's Manual and Instruction Manual for Safety and Comfort.
5. Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data.
6. Damage caused by an external electrical fault, power surge, or use of incorrect AC Adaptor or data cabling.
7. Damage, delay or any action by any party not authorised to disassemble or perform Warranty repair on the product.
8. Routine cleaning, or normal cosmetic and mechanical wear and tear or any other event, act, default or omission outside Toshiba's control.
9. Software, software faults and/or fixes.
10. Assistance to install, configure or troubleshoot the product, any software application, or any third party device.
11. Damage or loss during transit to Toshiba, Toshiba Authorised Service Provider or Toshiba Authorised Reseller when transit arranged by you.
12. Limitations in technology. There are technology limitations on some of the devices used in this product. These limitations are common or are defined standards within the IT Industry and are not specific to Toshiba product.
 - a. The TFT display may present up to 6 non-conforming pixels, (bright or dark spots) representing less than 0.0003% error rate.
 - b. The DVD-ROM or Blu-ray drive and software player (if applicable to your product) may not play certain movie titles due to regionalisation or other security levels set by the title producer. The DVD-ROM standard allows five changes of region code on the player before the fifth change becomes fixed. Thereafter only Region coded DVDs that correspond to the fifth change may be played. These cases are limitation of technology and do not represent a defect in the product. Refer to Toshiba's website, Limitation of Technology page, for more information.
13. Consequential or other damages of any kind that may occur during repair or replacement.
14. Costs associated with the de-installation and re-installation of the product.
15. Modifications to the Product not approved in writing by Toshiba.
16. Where the TOSHIBA label or logo, rating label or serial number have been defaced or removed, excluding fair wear and tear.
17. Any service for items not covered by this Limited Warranty shall be at Toshiba's or its Authorised Service Provider's rates and terms then in effect.
18. **FORCE MAJEURE.** Toshiba will not be responsible for any failure to perform due to causes beyond its control, including, without limitation, fires, floods, earthquakes, explosions, accidents, acts of public enemy, wars, rebellions, insurrections, sabotage, epidemics, quarantine restrictions, labour disputes, labour shortages, transportation embargoes or failures or delays in transportation, inability to secure raw materials or machinery for the manufacture of their products and delivery of their services, acts of God, acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses), and judicial actions.

INTERNATIONAL LIMITED WARRANTY OFFER (if applicable to your product)

An expressly stated offer for International Limited Warranty ("ILW") may be applicable to your product (please refer to the product information on Toshiba's website or the product brochure for confirmation).

The warranty against defect offer of the International Limited Warranty may vary from the one offered by this Warranty and only applies when warranty service is requested outside of Australia, New Zealand or Papua New Guinea:

- Complimentary courier pickup and return service does not apply to any service outside of Australia and New Zealand.
- Warranty service availability, coverage and response times may vary from country to country.
- There may be additional charges and registration requirements in the country of service.

A list of International ASPs is available on the Toshiba's website or by calling the Toshiba Support Centre.

PROTECTION OF STORED DATA

Repair to the goods may result in loss of the data. It includes, for example, songs, photos, telephone numbers and electronic documents. Toshiba recommends that you back up and secure your data prior sending the goods for repair or service.

As a precaution against possible failures, alternation, or loss of data stored on your Product, Toshiba recommends that you maintain more than one copy of your data, through periodic back-ups, to an external source. When copying or transferring your data, ensure the data has been successfully copied or transferred, prior to altering or deleting the original data.

Toshiba disclaims any liability for the security or loss of data due to any trouble, failure or malfunction of the Product, or failure to copy or transfer the data correctly.

CRITICAL APPLICATIONS

The Product you have purchased is not designed for any "critical applications". "Critical applications" means life support systems, medical applications, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage.

Accordingly, Toshiba, its affiliates and suppliers disclaim any and all liability arising out of the use of the Product in any critical applications. If you use the Product in a critical application, you, and not Toshiba, assume full responsibility for such use.

HOW TO OBTAIN SERVICE

1. Where appropriate, visit Toshiba's website, here you will find support documents, files and drivers that may assist you with the problem.
2. If the product still exhibits the problem, contact the Toshiba Support Centre or an ASP within the Warranty period and no later than 30 days after the discovery of the claimed defect (whichever is the earlier).
3. If you call Toshiba Support Centre, a technical representative will help you to diagnose the problem and identify the most likely method for remedy, and if deemed necessary, referral to a suitable ASP.
4. Toshiba maintains a record of warranty entitlement for all products shipped and/ or registered, and this will be used to validate your end warranty date. If you disagree with Toshiba's identification of warranty entitlement, you must provide proof of purchase to enable Toshiba to update its record, prior to any warranty service being performed.

TOSHIBA ONLINE SUPPORT

Technical support is available electronically on Toshiba's website www.mytoshiba.com.au or www.mytoshiba.co.nz, here you will find answers to many commonly asked technical questions in Australia and New Zealand, plus downloadable software drivers and utilities..

TOSHIBA SUPPORT CENTRE

Toshiba provides limited complimentary technical phone support, during normal business hours, 5 days a week, for 90 days following the new purchase of your product.

Australia : 13 30 70

New Zealand : 0800 445 439

Expert staff provides technical assistance. .

Be sure to have the following information available before you call:

- Your product's model and serial numbers
- Applicable error messages or fault

If the warranty service provided does not meet the offer outlined in this document, please detail your concerns to Customer Support, by letter addressed to the below or email to customerrelations@toshiba-tap.com.

Toshiba Client Solutions ANZ Pty Limited
PO BOX 350
NSW 1670, Australia

or

Toshiba Client Solutions ANZ Pty Limited (Head Office)
L3, Building C, 12-24 Talavera Road
North Ryde, NSW 2113, Australia

STATUTORY RIGHTS AND EXCLUSIONS - AUSTRALIA ONLY

Certain legislation including the Competition and Consumer Act 2010 and other State or Territory legislation that might apply imply warranties and conditions into consumer contracts. These warranties and conditions exist separately from and are not affected by the Warranty referred to in this booklet. Subject to such legislation and to the Warranty contained in this booklet all warranties, conditions and liability implied by law that may be excluded are hereby excluded and Toshiba shall not be liable for any direct or indirect loss or damage of any kind arising from the goods or your use of them (including but not limited to loss of profits and incidental or consequential loss or damage).

STATUTORY RIGHTS AND EXCLUSIONS – NEW ZEALAND ONLY

If you acquire the goods from Toshiba through its Authorised Resellers and Distributors for the purposes of a business then pursuant to section 43(2) of the Consumer Guarantees Act 1993 ("CGA") it is agreed that the provisions of the CGA do not apply. To the fullest extent permitted by law in New Zealand, Toshiba excludes any liability for any direct or indirect loss or damage of any kind arising from the goods, including consequential loss or damage, or loss of profits, and loss or damage arising from the negligence of Toshiba's employees and agents. This Warranty is personal to the original purchaser and cannot be transferred to a subsequent purchaser (although the purchaser, in some circumstances, may have rights under the Consumer Guarantees Act 1993 or the Sale of Goods Act 1908). These exclusions do not exclude Toshiba's liability in respect of any warranties or guarantees implied by any relevant legislation in New Zealand which cannot be legally contracted out of.

PRIVACY STATEMENT

Information supplied by you is used by Toshiba to process your request and to perform a warranty action. No information will be disclosed without your permission. Refer to Toshiba's website <http://www.toshiba.com.au/privacy.html> for more information. You have a right of access to information which Toshiba may hold about you. You may request the correction of that information. The provisions of the Privacy Act 1988 (as amended) apply to any information collected by Toshiba. Please review Toshiba's Privacy Statement at www.toshiba.com.au.