

Limited Warranty Statement USB Flash and Memory Storage Product

Applicable to products purchased
after 1 April 2022

General Terms

Dynabook ANZ Pty Limited ("Dynabook"), ABN 66 613 916 957 warrants the USB Flash and Memory Storage product ("Product" or "goods") you have purchased from Dynabook or a Dynabook Authorised Reseller, Retailer or Distributor ("Supplier") for a period of one (1) or five (5) years from date of purchase. Refer to the Product packaging, specification sheet or the Dynabook website for the specific warranty period for your Product.

This expressed limited warranty ("Warranty") extends only to the original purchaser and cannot be transferred to anyone. This Warranty applies to Products imported and distributed by Dynabook that are new, and in cartons/packaging which are unopened on the date of purchase.

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 and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- ***to cancel your service contract with us; and***
- ***to a refund for the unused portion, or to compensation for its reduced value.***

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

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).

What is provided under the Warranty

If the Product fails during normal and proper use within its Warranty period, return the Product to your place of purchase for replacement or refund.

This warranty provides limited telephone and email support via the Dynabook Support Centre.

Dynabook's sole obligations with respect to software distributed under the Dynabook brand name are set forth in the applicable end-user license agreement. Unless otherwise stated in writing, non-Dynabook software is provided on an "as is" basis by Dynabook.

This warranty is only available in Australia, New Zealand and Papua New Guinea.

What is not covered by the Warranty

1. Product purchased from anyone other than Dynabook or a Dynabook Authorised Reseller or by way of auction.
2. There is no international service for this Product.
3. Product purchased outside or independently imported into Australia, New Zealand and Papua New Guinea.
4. Damage caused by accident, shock, misuse, abuse, neglect, improper installation, or usage outside the temperature range and/or moisture operating conditions as outlined in the products specifications listed on the packaging.
5. Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data.
6. Routine cleaning, or normal cosmetic and mechanical wear and tear or any

other event, act, default or omission outside Dynabook's control.

7. Software changes, software faults and/or fixes caused by improper user installation or user interventions.
8. 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 Dynabook product. These cases are limitation of technology and do not represent a defect in the product.
 - a. Storage Capacity Calculation. One Gigabyte (1GB) means 10^9 = 1,000,000,000 bytes and One Terabyte (1TB) means 10^{12} = 1,000,000,000,000 bytes using powers of 10. A computer operating system, however, reports storage capacity using powers of 2 for the definition of $1GB = 2^{30} = 1,073,741,824$ bytes and $1TB = 2^{40} = 1,099,511,627,776$ bytes, and therefore shows less storage capacity. Available storage capacity will vary based on file size, formatting, settings, software and operating system and other factors.
 - b. Battery Life may vary depending on product model, configuration, applications, power management settings and features utilised, as well as the natural performance variations produced by the design of individual components. Published battery life numbers are achieved on select models and configurations tested by Dynabook at the time of publication. After a period of time the battery will lose its ability to perform at maximum capacity and will need to be replaced. This is normal for all batteries. To

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purchase a new battery pack, see your Dynabook Authorised Reseller.

9. Modifications to the Product not approved in writing by Dynabook.
10. Where the Product label or logo, rating label or serial number have been defaced or removed, excluding fair wear and tear.
11. Damage or loss during transit to Dynabook, Dynabook Authorised Service Provider or Supplier for return freight as arranged by you.
12. Any service for items not covered by this Limited Warranty shall be at Dynabook's or its Authorised Service Provider's rates and terms then in effect.
13. **FORCE MAJEURE.** Dynabook 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.

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. Dynabook 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, Dynabook 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.

Dynabook 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, Dynabook, 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 Dynabook, assume full responsibility for such use.

How to Obtain Service

During the warranty period, your sales receipt or proof of purchase is required to receive warranty service. If the Product fails during normal and proper use within its Warranty period, return the Product to your place of purchase for replacement or refund. If your place of purchase is no longer trading contact the Dynabook Support Centre.

Dynabook Online Support

Technical support is available electronically on Dynabook's website <http://anz.dynabook.com>. Here you will find answers to many commonly asked technical questions in Australia and New Zealand, plus downloadable software drivers and utilities.

Dynabook Support Centre

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

AU: 1300 DYNABOOK / 1300 396 226
NZ : 0800 DYNABOOK / 0800 396 226

Expert staff provides technical assistance during normal business hours, 5 days a week.

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

- Your product's details;
- 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 email to customerrelations@dynabook.com.

Dynabook ANZ Pty Limited (Head Office)
2 Julius Ave
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 to the fullest extent permitted by law and Dynabook 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 Dynabook 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, Dynabook 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 Dynabook'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 Dynabook's liability in respect of any warranties or guarantees implied by any relevant legislation in New Zealand, which cannot be legally contracted out.

PRIVACY STATEMENT

Information supplied by you is used by Dynabook to process your request and/or to perform a warranty action. Refer to Dynabook's Privacy Policy at <http://anz.dynabook.com/privacy>.