

TOSHIBA ENHANCED SERVICE PLAN AGREEMENT

NEXT BUSINESS DAY ON-SITE FOR NOTEBOOK OR HYBRID COMPUTERS

EFFECTIVE FROM 1 SEPTEMBER 2018

THIS TOSHIBA ENHANCED SERVICE PLAN AGREEMENT IS IN ADDITION TO THE TOSHIBA EXPRESSED LIMITED WARRANTY ("WARRANTY") TERMS AND CONDITIONS SUPPLIED WITH YOUR NOTEBOOK OR HYBRID COMPUTER "PRODUCT". FOR A COPY OF THE WARRANTY DOCUMENT REFER TO WWW.MYTOSHIBA.COM.AU/SUPPORT/WARRANTY/STATEMENTS.

GENERAL TERMS

Under this Enhanced Service Agreement ("Agreement" or "Service"), Toshiba provides onsite service for a product that has been purchased, and registered for a service plan by the purchaser, provided the product is imported and sold by Toshiba Client Solutions ANZ Pty Limited ("Toshiba" or "Manufacturer") through its Authorised Resellers, Retailers and Distributors ("Supplier"), and applies only to product that is new, or refurbished and certified by Toshiba, on the date of purchase, and for which you have an invoice showing proof of purchase.

The service plan subject to this Agreement can only be bought and registered within 30 days from the product's date of purchase.

This Agreement to provide a service plan, and onsite service, is between Toshiba and the customer (the "customer" or "you") expressly identified in the Service Registration Request ("Registration") supplied at the time of purchase of the service plan, and for the service level, service coverage and product shown in the Registration. The entitlement to receive onsite service under the terms of the service plan is activated upon registration for a service plan and will start from the product's purchase date and shall terminate at the end of the service plan agreement period. This however shall exclude the main battery which is a consumable part, and shall retain its original warranty term.

This Agreement 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 Agreement shall be at Toshiba's, its Authorised Service Provider's ("ASP") or the Supplier's rates and terms in effect at the time of service. Toshiba recommends that you confirm these rates and terms prior to signing any service or repair agreement on your product.

This Agreement is valid only within Australia and New Zealand.

This Agreement excludes all accessories or storage device purchased with the product; refer to the applicable limited warranty statement for those goods.

To the extent permitted by law, Toshiba reserves the right to modify the terms and conditions of this Agreement, 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).

WHAT IS PROVIDED UNDER THIS AGREEMENT

This agreement is valid once the applicable Service Plan for onsite service has been purchased and registered.

Onsite service coverage is within Australian and New Zealand metropolitan areas, as well as some major regional towns within Australia. In the event onsite service is not available, a courier may be used to arrange the Product to be returned to one of Toshiba's nearest authorised service centres for priority service.

The two service plans that may be purchased are *Next Business Day 'NBD' On-site Service* and *Next Business Day 'NBD' On-site Service with Secure Data*.

Next Business Day 'NBD' On-site Service

During the term of this Agreement, Toshiba will provide, through its nominated service point(s), best and reasonable effort necessary to restore the Product to normal operating condition, by close of business of the next business day following receipt of a valid service request from the customer, provided such valid service request is received by 2PM AEST (or 2PM NZT) on the business day prior.. This is subject to parts availability, service location, and the customer being available for service delivery, as well as several other factors that make Next Business Day On-site Service impractical. Note: batteries are subject to strict shipping regulations which may result in service delivery occurring within 2-3 business days, as opposed to Next Business Day.

Next Business Day 'NBD' On-site Service with Secure Data

During the term of this Agreement, in addition to the features of the *Next Business Day 'NBD' On-site Service*, you will also be entitled to retain the original internal storage device for the purpose of extracting the data, data security or disposal.

CUSTOMER'S RESPONSIBILITIES

During the term of this Agreement, customer will provide reasonable assistance to Toshiba to enable telephone diagnosis of the problem and, if the problem is deemed by Toshiba to be of a warranty nature requiring either adjustment, removal or installation of user configurable devices or software, the customer agrees to undertake this action by performing the directions provided by Toshiba.

Customer agrees to provide access to Toshiba or its representative at the customer premises for the provision of on-site repair.

Additionally, the customer accepts responsibility for the security of any product, part or device that Toshiba delivers to the customer, or customer's representative, provided the customer has been advised in advance of this pending delivery, and that proof of delivery can be confirmed at the address given by the customer.

Where a loan product has been provided during the course of service, customer accepts responsibility for packing and making ready its return by the next business day (and no later than 3 business days) on service completion. Customer agrees to be invoiced (at the current prevailing rates) and to pay Toshiba for any product, part or device that is not made available, in its entirety, for collection by Toshiba.

REGISTRATION OF THE SERVICE

Activation of entitlement to receive onsite service will commence once the customer has registered the service plan.

For assistance in registering this Service, contact warranty@toshiba-tap.com or the Toshiba Support Centre and have the following information available:

- Your Product's model and serial numbers
- Product proof of purchase
- Service plan proof of purchase (where not shown on the original Product proof of purchase)

HOW TO OBTAIN SERVICE

- Log a service request online at www.toshibamobilecare.com.au or www.toshibamobilecare.co.nz (preferred).
- Call the Toshiba Support Centre.
- Email service request to onsite@toshiba-tap.com

The following information is required to book an on-site service:

- Product Serial Number
- Product Model/Part Number
- Contact Name
- Contact Phone Number
- Contact E-mail address
- Service Delivery Address (if business address please include the Business name)
- Fault Description
- Troubleshooting Done
- Your Reference Number (if any):

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**

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

IMPORTANT NOTICE TO THE CONSUMER FOR CHANGE, CANCELLATION, EXCHANGE AND TRANSFER

You have a right to cancel this agreement within ten (10) business days from and including the day after you purchased this agreement.

To cancel this agreement, you must contact Toshiba in writing or by e-mail, to the Toshiba address shown above, detailing the reasons for the request of the cancellation, model and serial numbers of the product and customer number (if applicable). If any service has been performed under this Warranty prior to cancellation, the amount of the refund will be reduced by the reasonable retail value of the service performed. Toshiba shall apply a cancellation fee of ten percent (10%) of the price paid for this Warranty or \$25.00, whichever is the lesser;

You may transfer service under this Warranty to another product if the product is exchanged within the Toshiba express warranty period. In the event of an exchange, you must inform Toshiba, within seven (7) days of the exchange and provide to Toshiba such information as it requires regarding the exchanged product and the new product, in order to activate coverage on the new product. Toshiba reserves the right to cancel this Warranty without prior notice upon you failing to pay on the due date for payment any fee due and payable to Toshiba.

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.