

## Three (3)-Year Next Business Day On-site Service Agreement

### Notebook

Part Numbers: SSWA-06013M, SSWA-06013R, SSWA-06033M, SSWA-06033R, SSWA-06013SD, SSWA-06033SD, SSWA-06013SDR, SSWA-06033SDR

#### THE EXPRESSLY STATED LIMITED WARRANTY TERMS AND CONDITIONS

Toshiba Client Solutions ANZ Pty Limited, ABN 66 613 916 957 (TOSHIBA) DOES NOT WARRANT THAT OPERATION OF THIS TOSHIBA NOTEBOOK OR ALL-IN-ONE COMPUTER ("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. TOSHIBA SHALL HAVE NO RESPONSIBILITY FOR LOSS OR SECURITY OF ANY DATA, OR ANY DAMAGE TO THE PRODUCT. IF YOU DO NOT AGREE TO THESE CONDITIONS, RETURN THE UNREGISTERED EXTENDED WARRANTY PACK, IN ITS ENTIRETY, TO THE PLACE OF PURCHASE FOR A REFUND.

### General Terms

Under this **Three (3)-Year Next Business Day On-site Service Agreement** ("Agreement" or "Service"), Toshiba expressly warrants the product nominated and registered by the purchaser, to be free from defects in workmanship and materials for a period of three years from the date of purchase, 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.

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 the next business day following receipt of service request from the customer and confirmation of service delivery by Toshiba, and subject to the terms and conditions of this Agreement. "Normal operating condition" is defined as capability for regular, ordinary, and routine use of the product under normal operating conditions as intended and/or recommended by Toshiba, with the original Operating System installed in a pre-registration condition.

This Agreement is between Toshiba and the customer (the "customer" or "you") identified in the Service Registration Request ("Registration") supplied at the time of purchase, for the service level, service coverage and product shown in the Registration. The Service entitlement is activated upon product registration by the customer, using one of the methods outlined further in this document. This offer will only be accepted for registration within the product's original warranty period.

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

The Plan excludes all accessories, and the battery which carries the original product warranty only from the date of the purchase of the product.

This Agreement is not available to SNAP education product used by students in a school environment.

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.

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.

For confirmation of the Warranty period applicable to your model and updates to this Warranty terms and conditions, please refer to Toshiba's website [www.mytoshiba.com.au](http://www.mytoshiba.com.au) or [www.mytoshiba.co.nz](http://www.mytoshiba.co.nz), or contact Toshiba (contact details further in this document).

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 in addition to and does not limit your rights with respect to the Consumer Guarantees (in Australia) or Consumer Guarantees Act (in New Zealand).

## Customers 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 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 to the address given by the customer.

Customer accepts responsibility for packing and making ready by the next business day (and no later than 3 business days) after rectification of the product, the return of any loaned or exchanged product, part or device that Toshiba may have provided in the course of this service.

Customer accepts 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, within 3 days from the initial date of delivery to the customer, or customer's representative, of the product, part or device.

## What Is covered under this Agreement

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 product.* 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. Unless otherwise advised in writing, Toshiba will 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 12 months from the date of service completion.
4. Toshiba will provide best and reasonable effort to provide onsite repair within the next business day following a logged advice from the customer and acknowledgement from Toshiba.

**Coverage;** Depending on the service entitlement that you have purchased, the onsite service coverage is either:

- Within the Australian and New Zealand metropolitan areas, or
- As the above and including some major regional towns in Australia.

Where onsite service is not available in some areas or is not possible, express couriers may be used to deliver the service.

**Secure Data;** Depending on the service entitlement you have purchased, you may be entitled to retain the original internal Hard Disk Drive ("HDD") in the event of HDD warranty failure, for the purpose of extracting the data, data security or disposal.

5. If the Hard Disk Drive is replaced, Toshiba will reinstall the original configured operating system as shipped with the goods when it was sold, provided you supply the original Product Recovery Disc(s) ("RCD") and/or the Software Product Key.  
If you do not have the RCD, a media can be requested and purchased by contacting the Toshiba Support Centre or the ASP, provided that you can produce the Software Product Key.  
*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.
6. This Agreement is personal to the person or organisation that acquires the product from a Supplier and may not be transferred to a subsequent owner.
7. Repair is subject to the Toshiba's representative's or 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 Service.
8. 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.
9. This Agreement is valid within Australia, New Zealand and PNG.
10. Any International Limited Warranty ("ILW") applicable to your product and that was made at the time of sale will have its end date extended to match the end date of this Agreement, upon registration of this Agreement. The terms and conditions of the ILW vary from this Agreement and only apply when warranty service is requested outside the country of purchase. On-site service is not provided under the ILW program. Please refer to Toshiba's website for more details.

### What is not covered by this Agreement

This Agreement shall not apply to damages, or in certain circumstances, including without limitation, those set out below:

1. 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 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 a limitation of technology and do not represent a defect in the product. Refer to Toshiba's website, Limitation of Technology page, for more information.
2. Assistance to install, configure or troubleshoot the product, any software application, or any third party device (however, this service may be available by contacting the Toshiba Support Centre or some ASPs at their prevailing rates).
3. Replacement of any batteries, these are covered by the original warranty only.
4. Rectification of software faults or updating the BIOS.
5. Damage, delay or any action by any party not authorised to perform warranty repair on the goods. Please refer to the Toshiba website for the list of ASPs or call the Toshiba Support Centre.
6. External connector damage or damage caused by improper installation or improper connection to any device (including but not limited to: AC Power, LAN or modem point, USB and storage devices and memory slots).
7. Damage caused by an external electrical fault, power surge, or use of incorrect data cabling.
8. Damage caused by accident, intentional or accidental misuse, abuse, neglect or improper maintenance, use under abnormal conditions, including fracture or damage to the LCD (screen), casework, cables, AC Adaptors, keyboard keys, covers, plugs and latches. This includes fluid ingress of any kind (including damage from condensation), damage from shock or restriction of airflow and damage from pest infestation or corrosion.
9. Damage from use outside usage or storage parameters set out in the user guide, supplied with each product, and available on the Toshiba's website.
10. Damage from use of parts or equipment not manufactured or sold by Toshiba.
11. Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data.
12. Non-authorized disassembly of the Hard Disk drive ("HDD") will void its warranty. If Secure Data entitlement is not applicable and you need the data to be extracted from the HDD and HDD disassembly is required (such as in a major data recovery process), you would need to purchase the HDD from Toshiba.
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. Product purchased from anyone other than Toshiba or a Supplier, or product not imported by Toshiba.
16. Modifications to the product not approved in writing by Toshiba.
17. Service made necessary by use of incompatible third party product.
18. Service of product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed.
19. 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.

### Additional care recommendation

If you use this product in a mobile environment you should;

1. Read and follow all care instructions provided with your product.
2. Ensure that the product has completely shutdown (No activity on the HDD light), before moving the product. Any applied shock before complete shutdown may damage the HDD.
3. Purchase a carry bag or case, affording shock and impact protection suitable for your product (refer to Specification section of the User Manual for shock ratings). Avoid over packing your carry bag where pressure is applied to the product, as this may damage the product and/or its LCD.
4. Not leave any cable connected to the product when transporting it. This may damage the connector(s).
5. Not store the AC adaptor or AC power lead where impact with the LCD or LCD top cover can occur. You may damage the LCD (screen) if excessive shock is applied to this area.
6. Not wrap the cables around the AC Adaptor, either in use or when storing. This may damage the cables.
7. Discuss your usage patterns with Toshiba or an ASP to determine if a Preventative Maintenance program should be purchased to support your IT requirements. This is especially important where the product is used in a tropical environment, or if the goods is subject to multiple daily movements such as in Field Sales/ Service use.

### Registration of the Service

Customer registration to enable activation of service must occur within fourteen (14) days following purchase of this Service. Service registration must occur by either;

- Completing and mailing the Registration card provided upon purchase of this Agreement to the address specified by Toshiba.
- Completing and submitting the on-line registration on Toshiba's website.

For assistance in registering this Service, contact [warranty@toshiba-tap.com](mailto:warranty@toshiba-tap.com) or call the Toshiba Support Centre.

### How to obtain service and support

1. Consult the Users' Guide (soft copy on your product or available for download from Toshiba's website).
2. Where appropriate, visit Toshiba's website, here you will find support documents, files and drivers that may assist you with the problem.
3. If the product still exhibits the problem, contact the Toshiba Support Centre within the term of the Agreement and no later than 30 days after the discovery of the claimed defect (whichever is the earlier).
4. 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, telephone support to assist the customer to exchange any user replaceable part(s) or referral to the on-site service coordinator to arrange this Service.
5. Toshiba also provides on-line repair booking facility on the Toshiba's website detailed below.
6. If courier pickup and return is required to transport your product, a Toshiba's designated freight carrier will be used. Toshiba will not accept charges or liability for any freight arranged by you. Please ensure that the product is sufficiently padded and boxed for transport. Toshiba does not accept any responsibility for damaged product in transport due to inappropriate packaging. This courier service is only applicable between your location and the nearest Toshiba service point and may not be available in some areas. Transport time varies depending on location.
6. Toshiba maintains a record of service entitlement for all products shipped and/ or registered, and this will be used to validate your service level and warranty end date. If you disagree with Toshiba's identification of the service entitlement, you must provide proof of purchase before any warranty service can be performed.

## Toshiba Online Support

Technical support is available electronically on Toshiba's website [www.mytoshiba.com.au](http://www.mytoshiba.com.au) or [www.mytoshiba.co.nz](http://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. Additionally, you can register your product, purchase an Extended Warranty or obtain a listing of ASPs nearest to you.

## Toshiba Support Centre

Toshiba provides limited complimentary technical phone support for 90 days following the new purchase of your product. If you seek Toshiba technical phone or email support beyond this period or require assistance to install, configure or troubleshoot the product, charges may apply at the prevailing rates.

**Australia** : **13 30 70**  
**New Zealand** : **0800 445 439**

Expert staff provides technical assistance between 8AM and 5PM (AEST), Monday to Friday, excluding national public holidays. Be sure to have the following information available before you call:

- Your product's model and serial numbers
- Applicable error messages or fault
- Operating system (if applicable)
- Installed third-party hardware and software (if applicable)

If the warranty service provided does not meet the offer outlined in this document, please detail your concerns to Customer Relations, Information Systems Division, by a letter addressed to the below or email: [customerrelations@toshiba-tap.com](mailto:customerrelations@toshiba-tap.com).

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

or

Toshiba Client Solutions ANZ Pty Limited  
Customer Relations  
Building C, 12-24 Talavera Road  
North Ryde  
NSW 2113, Australia

## Change, cancellation, exchange and transfer

### ***Important Notice to the Consumer***

***You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.***

***Details about your additional rights to cancel this agreement are set out in the information further in this document.***

To cancel this Warranty, you must contact Toshiba in writing or by email, 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 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](http://www.toshiba.com.au).