

## Limited Warranty Statement Toshiba Accessory Product

### General Terms

Toshiba Client Solutions ANZ Pty Limited, ABN 66 613 916 957 ("Toshiba") warrants the Toshiba branded accessory and consumer product ("Product" or "goods") you have purchased from Toshiba or a Toshiba Authorised Reseller, Retailer or Distributor ("Supplier") for a period of one (1) year from date of purchase.

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 Toshiba 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 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 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 Toshiba Support Centre.

Toshiba's sole obligations with respect to software distributed under the Toshiba brand name are set forth in the applicable end-user license agreement. Unless otherwise stated in

writing, non-Toshiba software is provided on an "as is" basis by Toshiba.

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 Toshiba or a Toshiba 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 Toshiba's control.
7. Software changes, software faults and/or fixes caused by improper user installation or user interventions.
8. Modifications to the Product not approved in writing by Toshiba.
9. Where the TOSHIBA label or logo, rating label or serial number have been defaced or removed, excluding fair wear and tear.
10. Damage or loss during transit to Toshiba, Toshiba Authorised Service Provider or Supplier for return freight as arranged by you.
11. 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.
12. 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.

GMAA00071A90



## 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

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 Toshiba Support Centre.

## 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 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 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@toshiba-tap.com](mailto:customerrelations@toshiba-tap.com).

## 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 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.

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

Or

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