

LIMITED WARRANTY STATEMENT – COMMERCIAL VISUAL PRODUCTS

This Warranty applies to Toshiba Displays/Monitors and Digital Signage for commercial use ("Commercial VP" or the "Product"), purchased and installed in Australia.

THE EXPRESSLY STATED LIMITED WARRANTY TERMS AND CONDITIONS

TOSHIBA DOES NOT WARRANT THAT OPERATION OF THIS PRODUCT 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.

General Terms

This warranty against defect ("Warranty") applies to the Toshiba branded Commercial VP imported and sold by Toshiba (Australia) Pty Limited ("Toshiba" or "Manufacturer") through its Authorised Resellers, Retailers and Distributors ("Supplier"), and applies only to product that is purchased in Australia, that is new on the date of purchase or has been refurbished and certified by Toshiba and for which you have an invoice showing proof of purchase.

Any service outside the scope of this Warranty shall be at Toshiba's, its Commercial Solutions Specialist/ Systems Integrator ("CSS"), Authorised Service Provider ("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.

This product is designed to be operated in Australia only. Usage outside its designation may limit the product's features and/or functions.

Toshiba reserves the right to modify the terms and conditions of this Warranty, including fees at any time.

Implied Warranties

Australian Consumer Law 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 Australian Consumer Law, the Australian Trade Practices Act and other applicable laws.

This Warranty 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 goods, software faults, normal wear and tear or any other event, act, default or omission outside Toshiba's control.

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.

Warranty Period – Commercial VP

Subject to the opening paragraph, Toshiba expressly warrants this product to be free from operational defects in workmanship and materials for a period of 36 months from its date of purchase.

All accessories supplied with the product, such as the remote controller, carry a 12-month warranty only. Batteries (if supplied) are excluded from this Warranty being consumable items. For confirmation of the warranty and service level applicable to your model refer to either the product brochure or Toshiba's website.

The Warranty period starts at one of the following instances, provided valid documentation can be produced to substantiate the claim.

1. The date of purchase from Toshiba or a Supplier. Your dated sales or delivery receipt from the Supplier, showing product code and serial number, is your proof of purchase date.
2. In the event that proof of purchase cannot be provided, the date which Toshiba shipped the product to the Supplier will be the effective start of the Warranty period (warranty entitlement).

To Obtain Service

1. Read the Users' Manual before operating.
2. Visit Toshiba's website www.mytoshiba.com.au for product technical updates.
3. Contact your CSS and discuss the problem to eliminate issues related to installation, setup, cabling or connected devices.
4. If your CSS is unable to assist you, call the Toshiba Support Centre within the Warranty period and no later than 30 days after the discovery of the claimed defect (whichever is the earlier).
When you call the Toshiba Support Centre, a support representative will help you to diagnose the problem and identify the most likely method for remedy, including a suitable service point.
5. Any service outside the scope of this Warranty shall be at Toshiba's or the CSS's rates and terms then in effect. Toshiba recommends that you confirm these rates and terms prior to signing any repair or quote agreement.

Toshiba Online Support

Technical support is available electronically on Toshiba's website www.mytoshiba.com.au, here you will find answers to many commonly asked technical questions, and support files.

Toshiba Support Centre

Toshiba provides assistance and telephone analysis of warranty related issues for the entire warranty period between 8AM and 6PM (AEST), Monday to Friday, excluding national public holidays. Where appropriate, this may include referral to an ASP or your CSS. If you seek technical phone support beyond this period including assistance to install, configure or troubleshoot the product or any third party device, this service is available at the applicable rates by contacting the Toshiba Service Centre, the CSS or the ASP.

- **Phone : 13 30 70**
- **Email: avsupportisd@toshiba-tap.com**

Please note: Registered commercial customers under the Gold and Platinum Service plans are issued with a dedicated support hotline number and email. If you do not have this information please contact your Supplier, CSS or Toshiba on the number above.

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

- Your product's model and serial numbers
- Your Supplier or CSS details
- Applicable error messages or fault
- Any peripherals or third-party accessories connected to your product







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.

Toshiba (Australia) Pty Limited
 ISD Customer Relations
 Building C, 12-24 Talavera Road
 North Ryde
 NSW 2113 (Head Office)

or

Toshiba (Australia) Pty Limited
 ISD Customer Relations
 PO BOX 350
 North Ryde 1670
 Australia

Recommended action for a remedy

The product arrives damaged, incomplete, does not substantially match description or is not substantially fit for purpose.		Contact your Supplier (or place of purchase).
The product has warranty related fault that is within the timeframe specified by the Supplier's refund/ exchange policy.		Return the product to your Supplier for refund or exchange, subject to and in accordance with the Supplier's policy.
The product has warranty related fault after the timeframe specified by the Supplier's refund/ exchange policy.		Contact the Toshiba Support Centre to determine and arrange the best service option for you.
The product has physical damage or exhibits a fault not related to the Toshiba warranty.		Contact the Toshiba Support Centre for a list of recommended Authorised Service Providers. Service shall be at Toshiba's or its Authorised Service Provider's rates and terms then in effect.
The product exhibits a fault not related to the Toshiba warranty but has third party extended warranty or insurance cover.		Refer to the Third Party Extended Warranty or Insurance Cover information booklet or contact your Supplier.
Problems with repair service delivery or remedy.		Contact your repairer directly.

What is covered under the Warranty

1. If any genuine and unaltered part within the product fails during normal and proper use within the Warranty period, Toshiba will, either repair or exchange the faulty part, using new or refurbished parts; or exchange the product (in both cases, for an item that is functionally equivalent to that originally supplied, or better).
2. To the extent permitted by law, Toshiba will choose to repair or exchange the faulty parts. Repaired or exchanged items are warranted for the greater of the balance of the original product Warranty or 3 months from the date of service completion.
3. All parts or product removed for exchange become the property of Toshiba.
4. This Warranty is personal to the person or organisation named on the original sales receipt (proof of purchase), and may not be transferable to a subsequent owner.
5. Repair service is subject to the service centre's ability to replicate the fault, and parts/ labour availability. Intermittent faults must be replicated to confirm that the fault is related to the product and covered by this Warranty.
6. This Warranty is valid within Australia only.

What is not covered by the Warranty

This Warranty shall not apply to certain damages, goods or cases, including without limitation, those set out below:

1. Limitations in technology. There is technology limitations on some of the devices used in this product. These limitations are common or are defined standards within the Electronics & IT Industry and are not specific to Toshiba products.
 - The display panel may present up to 6 non-conforming pixels, (bright or dark spots) representing less than 0.0003% error rate.
 - Avoid displaying prolonged static images, as these may create an image burn (image retention) in the display panel, this is not a manufacturing fault.

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 detailed information.

2. Calls to attend or request for service assistance to install, de-install, configure or adjust the product, where that adjustment is identified in the Users' Manual supplied with the product, or arises from inadequate antenna signal, antenna & cable faults, interference from other devices or cables, data input or where no fault is found in the product, will be chargeable to the user at Toshiba's or the ASP's prevailing rates. Please refer to the Support section of Toshiba's website for details.
3. Replacement of any remote controller batteries or damage from battery leakage.
4. The expense of the service call where no fault is found, or in the event an appointment is made for service and the owner or nominated person is not in attendance at the negotiated time. This expense may be charged at Toshiba's or the ASP's prevailing rates.
5. Damage, delay or any action by any party not authorised to perform warranty repair on the product. Please contact your CSS or refer to the Support section of the website for a list of ASPs nearest to you. Alternatively, contact the Toshiba Support Centre.
6. Damage caused by improper installation or improper connection to any device; (such as, but not limited to: antenna, AC power, computer system, set top box, touch panel, mounting brackets, enclosures, etc.).
7. Damage caused by an external electrical fault, power surge, or use of incorrect cabling. Damage or loss caused by accident, intentional or accidental misuse, abuse, neglect or improper maintenance, use under abnormal conditions, including fracture or bruising/bleeding of any glass or display panel (including the LCD, casework, cables, adaptors, covers and plugs). This includes fluid ingress of any kind (including damage from condensation), corrosion, foreign objects or infestation, and damage from shock or restriction of airflow, or external heat.
8. Damage from use outside the standard operating, installation & mounting parameters set out in the Users' Manual, supplied with each product, and/ or product specifications available on the Toshiba website.
9. Damage from use of parts not manufactured or supplied by Toshiba.
10. Damage to or loss of any programs or, data, or costs of recovering such programs or data (If your product is equipped with data storage).
11. Costs associated with the de-installation and re-installation of the product (such as from a wall bracket or any mounting hardware) including costs associated with gaining acceptable service access are not covered by this Warranty.
12. Product purchased from anyone other than Toshiba, a Supplier or a CSS.
13. Modifications to product not approved in writing by Toshiba.
14. Service made necessary by use of incompatible third party products.
15. Maintenance or support of any digital content or data stream.
16. Service of a product on which the TOSHIBA label, logo or serial number have been defaced or removed.
17. **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

You should;

1. Read and follow all care instructions provided with your product, including any health and safety notice. Please refer to the Toshiba website.
2. Read and observe all conditions for mounting the product on furniture or walls. Failure to do so may cause the product to fall and be damaged. If in doubt contact your Supplier for a suitable installation professional, who can provide this service for a fee.
3. Please refer to the Users' Manual for cleaning instruction. Use of abrasive cleaning agent risks damaging the display coating and causing a blotching effect, which is not covered under warranty.
4. Discuss your usage patterns with Supplier or CSS to determine if a regular preventative maintenance program should be purchased to support your requirements.

STATUTORY RIGHTS AND EXCLUSIONS - AUSTRALIA ONLY

Certain legislation including the Australian Consumer Law and where applicable, Trade Practices Act (1974) and other Commonwealth, State and Territory legislation implies 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).

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.