

## LIMITED WARRANTY STATEMENT – DVD AND BLU-RAY DISC PLAYERS

### THE TOSHIBA EXPRESSED LIMITED WARRANTY (“WARRANTY”) TERMS AND CONDITIONS

TOSHIBA DOES NOT WARRANT THAT OPERATION OF THIS DVD OR BLU-RAY DISC PLAYER 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.

### General Terms

This warranty against defect applies to Toshiba branded DVD or Blu-ray Disc Player (“product” or “goods”) imported and sold by Toshiba (Australia) Pty Limited – Building C, 12-24 Talavera Road, North Ryde, NSW 2113 (“Toshiba” or “Manufacturer”) through its Authorised Resellers, Retailers and Distributors (“Supplier”), and applies only to product that is purchased in Australia or New Zealand, that is new on the date of purchase and for which you have an invoice showing proof of purchase. Products refurbished and certified by Toshiba are also covered by this Warranty.

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.

This product is designed to be operated in Australia and New Zealand 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

### 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 (Australia) or Consumer Guarantees Act (New Zealand).

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.

### Toshiba Warranty Period

Subject to the opening paragraph, Toshiba expressly warrants this product to be free from operational defects in workmanship and materials (“defect”) for a period of 12 months from the date of purchase for domestic use.

Remote controller batteries are excluded from this Warranty being consumable items. For confirmation of the Warranty applicable to your model and updates to the Warranty terms and conditions, 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).

### 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
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.

### To Obtain Service

1. Read the owner's manual before operating.
2. Visit Toshiba's website for product technical updates (Please refer to "Toshiba Online Support" section).
3. Contact your Supplier and discuss the problem to eliminate issues related to setup, cables or connected devices. You will be referred to Toshiba Support Centre if the Supplier determines the problem is related to this Warranty.
4. If your Supplier 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.

### 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, and support files. Additionally, you can obtain a listing of ASPs nearest to you.

### Toshiba Support Centre

Toshiba provides setup assistance in the first 90 days of purchase and telephone analysis of warranty related issues between 8AM and 6PM AEST, Monday to Friday, excluding national public holidays. If appropriate, this may include referral to an ASP.

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 then applicable rates by contacting the Toshiba Support Centre.

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

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

- Your product's model and serial numbers
- 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 and submit your claim by letter addressed to the below or email: [customerrelations@toshiba-tap.com](mailto:customerrelations@toshiba-tap.com).

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

or

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

### WHAT IS COVERED UNDER THE WARRANTY

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. Unless otherwise advised in writing, 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 12 months from the date of service completion.  
All parts removed for exchange become the property of Toshiba.
3. Toshiba will take reasonable steps to provide service parts availability where it is commercially prudent to do so.
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. Unless otherwise stated on Toshiba's website or instructed by the Toshiba Support Centre you are required to mail-in your product to a nominated Toshiba service point at your expense. Refer to "To Obtain Service" section for more detail.
6. The repair service is subject to the ASP'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.

### WHAT IS NOT COVERED BY THE WARRANTY

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

1. Limitation 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 Home Electronics & IT Industry and are not specific to your product.
  - The product may not play certain movie titles due to Blu-ray or DVD regionalisation or other security levels set by the original title (movie) producer.
  - The product may not play certain media formats, including some recordable discs.
  - The product will accumulate dust that will affect the player's performance over time. This is not a fault, but requires routine maintenance by the user using non-abrasive cleaning media and by following the media supplier's instructions.
2. Calls to attend or request for service assistance to install, configure or adjust the product, where that adjustment is identified in the Owners' Manual supplied with the product, or arises from inadequate antenna signal, antenna & cable faults, interference from other devices or cables, or where no fault is found in the product, will be chargeable to the user at Toshiba's or the ASP's

prevailing rates, this includes telephone support beyond 90 days from the date of purchase. Please refer to the Support section of Toshiba's website for details.

3. Replacement of any 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 refer to the Support section of the website for a list of ASPs nearest to you or call 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, home theatre system, set top box, mounting bracket, furniture, 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. Damage to any component of the product (including any 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 usage, installation & mounting parameters set out in the Owners' Manual, supplied with each product, and available on the Toshiba's website.
9. Damage from use of parts not manufactured or supplied by Toshiba.
10. Damage to or loss of any media or data, or costs of recovering such media or data (If your product is equipped with data storage).  
Note: **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.**
11. Product purchased from anyone other than Toshiba or a Supplier.
12. Modifications to product not approved in writing by Toshiba.
13. Service made necessary by use of incompatible third party products.
14. Service of a product on which the TOSHIBA label, logo or serial number have been defaced or removed.
15. **FORCE MAJEURE.** Toshiba will not be responsible for any failure to perform due to causes beyond it's 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's website.
2. Observe all conditions for placement and installation of the product. 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. Do not clean the product's external case with anything other than a soft cloth that has been dampened with a weak mixture of mild detergent & water. (Squeeze the cloth until no water is expelled). Use of stronger cleaning agent risks damaging the glass coating and causing a blotching effect, which is not covered under warranty.

#### **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 it's 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).