

LIMITED WARRANTY STATEMENT – LCD DESKTOP MONITOR

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

TOSHIBA DOES NOT WARRANT THAT OPERATION OF THIS TOSHIBA LCD DESKTOP MONITOR (“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.

General Terms

This warranty against defect applies to product 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 new, or refurbished and certified by Toshiba, on the date of purchase, 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 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.

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

This Warranty does not provide for remedy of failure caused by improper installation, connectivity, 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 Warranty also excludes any damage from use outside usage or storage parameters set forth in the Users’ Guide, supplied with each product or available on Toshiba’s website, any damage to the LCD (screen) and fluid ingress of any kind (including damage from condensation).

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 three (3) years from the date of purchase. Accessories such as remote controller (if supplied as standard equipment for your product) carry a 12-month warranty only.

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 or www.mytoshiba.co.nz, or contact Toshiba (contact details further in this document).

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.

How to Obtain Service

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 Warranty period 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 repair service deemed necessary, referral to the Toshiba service coordinator.
5. If a hardware fault is diagnosed, Toshiba may send customer replaceable part(s) directly to your nominated address, or if onsite service is possible, arrange a Toshiba representative to perform a product exchange at the customer's site (On-site product exchange may not be available in regional areas, PNG or some locations).
Alternatively, the customer can visit any of the Toshiba MobileCare repair centres throughout Australia and New Zealand.
6. Toshiba also provides on-line repair booking facility at www.toshibamobilecare.com.au or www.toshibamobilecare.co.nz.
7. Toshiba maintains a record of warranty entitlement for all products shipped and/ or registered, and this will be used to validate your end warranty date. If you disagree with Toshiba's identification of warranty 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 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. Additionally, you can register your product or obtain a listing of service points 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 then prevailing rates.

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

Expert staff provides technical assistance between 8AM and 6PM AEST, Monday to Friday, excluding national public holidays. Please 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 and submit your claim by letter addressed to the below or email: customerrelations@toshiba-tap.com.

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

or

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

Toshiba Warranty Coverage

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.

The Warranty extends only to defects in materials or workmanship and does not extend to any product or parts that have been lost or discarded by you or any damage to the product, parts or cosmetic parts (such as but not limited to the LCD (screen), connection ports and casework) or damage caused by fires, fluid, misuse, accident, Acts of God (such as lightning or fluctuations in electric power), improper installation, improper maintenance, or use in violation of instructions furnished by Toshiba; use or malfunction through simultaneous use of this product and connected equipment; or to product that have been modified or had the serial number removed, altered, defaced, or rendered illegible.

Service charges for set installation, de-installation, setup and adjustment of customer controls and application software are not covered by this Warranty.

If your product is equipped with data storage, **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.**

Toshiba Zero Bright Pixel Policy on LCD Desktop Monitor

Toshiba provides a quality assurance that, if your product exhibits any of the following conditions within 30 days of retail purchase, it will be replaced under this Warranty;

1. Has any bright non-conforming pixel. Bright non-conforming pixel is any colour pixel other than black that is always on.
2. Has 6 or more non-conforming pixels that are always off (representing less than 0.0008% of the total number of pixels).
3. Has 2 or more non-conforming pixels within a 10mm cluster (representing less than 0.0004% of the total number of pixels).

For further information on Toshiba TFT colour display policy please refer to section below, which is also available on www.mytoshiba.com.au or www.mytoshiba.co.nz.

LCD Colour Display Technology

The LCD Thin Film Transistor (TFT) Colour Display Technology used in many of Toshiba's products is the most advanced display technology in the world today. A single XGA Display has 2,359,296 individual colour transistors sandwiched between two wafer-thin glass sheets which are separated from each other by a mere 0.0006mm and make up a total of 786,432 pixels. These displays are a manufacturing marvel, however, given the enormous number of transistors involved, it is possible for a small number of nonconforming pixels to occur. A non-conforming pixel is a transistor that is either turned on all the time so a small colour dot may appear, or is turned off all the time so no colour dot will appear. Non-conforming pixels are barely visible to the naked eye and will have very little or no impact on image quality. The LCD manufacturers allow specific production tolerances for non-conforming pixels. Even with this allowance, your product will provide excellent image quality. This is the limitation of the technology and is not specific to Toshiba products.

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.