

# LIMITED WARRANTY STATEMENT

## For Toshiba Notebook Computer

### THE EXPRESSLY STATED LIMITED WARRANTY TERMS AND CONDITIONS

TOSHIBA DOES NOT WARRANT THAT OPERATION OF THIS TOSHIBA NOTEBOOK COMPUTER (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. EVEN IF YOU DO SO, TOSHIBA MAKES NO GUARANTEE OR WARRANTY THAT THIS PRODUCT WILL FUNCTION PROPERLY IN ALL CIRCUMSTANCES. YOU AGREE THAT TOSHIBA SHALL HAVE NO RESPONSIBILITY FOR DAMAGE TO OR LOSS OF ANY BUSINESS, PROFITS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA ARISING OUT OF OR RESULTING FROM THE USE OF OR INABILITY TO USE THIS PRODUCT AND/OR THE PROVIDED WRITTEN MATERIALS, EVEN IF TOSHIBA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DEFECT OR DAMAGE. **IF YOU DO NOT AGREE TO THIS CONDITION, RETURN THE UNOPENED PRODUCT AND ALL OTHER COMPONENTS OF THIS PRODUCT, IN THEIR ENTIRETY, TO THE PLACE OF PURCHASE AND YOUR MONEY WILL BE REFUNDED.**

#### GENERAL TERMS

This limited expressed warranty (Warranty) applies to Toshiba branded Notebook Computers ("Product") imported and sold by Toshiba (Australia) Pty Limited ("Toshiba") through its Authorised Resellers, Retailers and Distributors, and applies only to Product that is new on the date of purchase and for which you have an invoice showing proof of purchase. This warranty excludes all accessories.

Subject to the opening paragraph, Toshiba expressly warrants this Toshiba Product to be free from operational defects in workmanship and materials for a period of one or three years from the date of purchase dependant on model and excluding batteries which have a 12 month warranty only. 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 ([www.isd.toshiba.com.au](http://www.isd.toshiba.com.au)).

If you are in doubt as to the Warranty period relevant to your Product, contact Toshiba on 13 30 70 (Australia) and 0800 445 439 (New Zealand).

This Warranty does not include remedy of failure caused by improper installation, operation, cleaning or maintenance, accidental 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.

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

#### 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.

#### WHAT IS COVERED UNDER THE LIMITED WARRANTY

If the Product fails during normal and proper use within the Warranty period, Toshiba will, at its option either:

1. Repair or exchange the faulty parts within the Product, or the Product itself, with items that are functionally equivalent to that as originally supplied, or better, during the warranty period stated for the model, using new or refurbished parts or units, solely at Toshiba's discretion. Where replacement parts, units or Product are used, the warranty will be the balance of the Product Warranty, or 90 days, whichever is greater. Ownership of items is surrendered to each party on exchange. Repair or exchange is subject to the original item being genuine and unaltered.
2. If the Hard Disk Drive is replaced, Toshiba will reinstall the original configured operating system as shipped with the Product when it was sold, provided you supply the original Product Recovery Disk(s) and/or the Software Product Key.
3. This warranty is personal to the person or organisation who acquires the product from an Authorised Toshiba Reseller (in the reseller's ordinary course of business and not by way of sale by auction) and may not be transferred to a subsequent owner.
4. Unless otherwise stated in the Product brochure or on Toshiba's Website, you are required to deliver and pickup your Product to and from a Toshiba Authorised Service Centre at your expense. See Obtaining Warranty Service section for more detail.
5. If Courier Pickup and Return applies to your Product, you are required to contact Toshiba Authorised Service Centre to arrange this service using Toshiba's designated freight carrier. 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 Authorised Service Centre and may not be available in some areas.

6. The targeted Warranty repair time is 2-3 working days in depot, subject to the Authorised 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 Product and covered by this Warranty.
7. Toshiba's sole obligations with respect to software distributed under the Toshiba brand name are set out in the applicable end-user licence agreement. Unless otherwise stated in writing, non-Toshiba labelled software is provided on an "as is" basis by Toshiba.
8. This Warranty is valid within Australia, New Zealand and PNG. This Warranty is valid only for Toshiba Products distributed by Toshiba, and applies only to Products which are new on the date of purchase and accompanied by a proof of purchase, or evidence of supply from Toshiba. International Limited Warranty information is available further in this document.

#### WARRANTY START DATE

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 a Toshiba Authorised Reseller or Retailer (in the ordinary course of its business and not by way of sale by auction). Your dated sales or delivery receipt, 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 Authorised Reseller will be the effective start of the warranty period (warranty entitlement).

#### WHAT IS NOT COVERED BY THE LIMITED WARRANTY

The Warranty by Toshiba shall not apply to certain damages, goods or cases, 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 products.
  - 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 drive and software player may not play certain DVD movie titles due to DVD 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 detailed information.
2. Assistance to install, configure or troubleshoot the Product, any software application, or any third party device (however this type of service may be available from Authorised Service Centres at their prevailing rates).
3. Replacement of any batteries beyond 12 months from purchase.
4. Rectification of software faults or updating of the Product BIOS.
5. Damage, delay or any action by any party not authorised to perform Warranty repair on the Product. Please refer to Toshiba's Website for Authorised Service Centres or call the Toshiba Service Centre on 13 30 70 (Australia) or 0800 445 431 (New Zealand).
6. External connector damage or damage caused by improper installation or improper connection to any device (AC Power, LAN or modem point, USB devices, printer, etc.).
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, 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.
9. Damage to the internal components due to fluid ingress will void the Warranty.
10. 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.
11. Damage from use of parts not manufactured or sold by Toshiba.
12. Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data.
13. Non-authorized disassembly of the Hard Disk drive will void this Warranty.
14. Consequential or other damages of any kind that may occur during repair or replacement.
15. Costs associated with the de-installation and re-installation of the Product are not provided under this Warranty.
16. Product purchased from anyone other than Toshiba or a Toshiba Authorised Reseller.
17. Modifications to Product not approved in writing by Toshiba.
18. Service made necessary by use of incompatible third party products.
19. Service of a Product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed.
20. **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 RECOMMENDATIONS

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 your Product has completely shutdown (No activity on the Hard Disk Drive light), before moving the Product. Any applied shock before complete shutdown may damage the Hard Disk Drive.
3. Purchase a carry bag, 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 Notebook case, as this may damage the Notebook and/or LCD.
4. Do not leave any cable connected to the Product, when transporting in a carry bag. This may damage the Product.
5. Do not store the AC adaptor or AC power lead where impact with the LCD or top cover can occur. You may damage the LCD display if excessive shock is applied to this area.
6. Do not wrap any leads around the AC Adaptor, either in use or when storing. This may damage the cables.
7. Make regular back-up of your data and a back-up copy of the Product Recovery disk(s).
8. Discuss your usage patterns with an Authorised ProCare Service Centre to determine if a Preventative Maintenance program should be purchased to support your IT requirements. This is especially important where this Product is used in a tropical environment, or if the Product is subject to multiple daily movements such as in Field Sales/Service or Education use.

#### STATUTORY RIGHTS AND EXCLUSIONS - AUSTRALIA ONLY

Certain legislation including the 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 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 products 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 Product 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 Product, 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 person named in the Warranty Application Form 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. See Toshiba's Web site for more information. (address details further in this document). You have a right of access to information which Toshiba may hold about you. You may request the correction of that information.

#### INTERNATIONAL LIMITED WARRANTY OFFER

An expressly stated offer for International Limited Warranty coverage may be made with the Product documentation supplied at the time of sale. The terms and conditions of the expressly stated International Limited Warranty may vary from this domestic expressly stated limited warranty and only applies when warranty service is requested outside of Australia, New Zealand and/or PNG. A list of International Authorised Service Centres is available on Toshiba's Website or by calling the Toshiba Service Centre number below. Warranty service availability and response times may vary from country to country, and there may be additional charges and registration requirements in the country of service, such as import duties.

#### TO OBTAIN WARRANTY SERVICE

1. Read the owner's manual before operating.
2. Where appropriate, visit Toshiba website [www.isd.toshiba.com.au](http://www.isd.toshiba.com.au), 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's Service Centre or your Authorised Service Provider 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, a Technical representative will help you to diagnose the problem and identify the most likely method for remedy including a suitable Authorised Service Provider.
5. Toshiba maintains a record of warranty entitlement for all Product shipped 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.
6. If you mail or courier the Product in for service, you agree to insure the product, prepay shipping charges (both ways), and to use the original shipping container or equivalent.

Any service outside the scope of this Warranty shall be at Toshiba's or its Authorised Service Provider's rates and terms then in effect. Toshiba recommends you confirm these rates and terms prior to signing any Authorised Service Centre service or repair agreement.

#### CONTACTING TOSHIBA ONLINE SUPPORT

Technical support is available electronically on Toshiba's website [www.isd.toshiba.com.au](http://www.isd.toshiba.com.au), here you will find answers to many commonly asked technical questions in Australia and New Zealand, plus hundreds of easily downloadable software drivers. Additionally, you can obtain a listing of Service Providers nearest to you.

#### TOSHIBA SERVICE CENTRE

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:

- Product serial number and part number
- Applicable error messages
- Operating system
- Installed third-party hardware and software

#### COMPLAINTS.

If the warranty service provided does not meet the offer outlined in this document, please detail your concerns in writing to Customer Relations, Information Systems Division, Toshiba (Australia) Pty Limited, PO Box 350 North Ryde, NSW, 1670, Australia. or email: [customerrelations@toshiba-tap.com](mailto:customerrelations@toshiba-tap.com).