

## LIMITED WARRANTY STATEMENT – DATA PROJECTOR

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

TOSHIBA DOES NOT WARRANT THAT OPERATION OF THIS TOSHIBA DATA PROJECTOR (“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 service centres 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, 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, fluid ingress of any kind (including damage from condensation), damage from shock or restriction of airflow, and damage caused by disconnection of AC power before the product completes the power shutdown function.

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

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 and excluding lamps which has a 90-day warranty. Accessories such as remote controller (if supplied as standard equipment for your product) and any rechargeable batteries 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](http://www.mytoshiba.com.au) or [www.mytoshiba.co.nz](http://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 deemed necessary, referral to suitable service centre(s).
5. Toshiba provides on-line repair booking facility at [www.toshibamobilecare.com.au](http://www.toshibamobilecare.com.au) or [www.toshibamobilecare.co.nz](http://www.toshibamobilecare.co.nz).
6. 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](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, 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 during normal business hours, 5 days a week.  
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](mailto: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

### 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. Toshiba will take reasonable steps to provide service parts availability where it is commercially prudent to do so.
3. Unless otherwise advised in writing, Toshiba will choose to repair or exchange the faulty parts. Repaired or exchanged items are warranted for the longer of the balance of the original product Warranty or 12 months from the date of service completion.
4. 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.**
5. This Warranty is personal to the person or organisation that acquires the product from a Supplier and may not be transferred to a subsequent owner.
6. Unless otherwise stated in the product brochure or on Toshiba website that warranty repair courier provision applies to your product, you are required to deliver and pickup your goods to and from a service centre at your expense. See Obtaining Warranty Service section for more detail.
7. Repair is subject to the 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 goods and covered by this Warranty.
8. Toshiba's sole obligations with respect to software distributed under the Toshiba brand name are set out in the applicable end-user licence agreement (EULA). Unless otherwise stated in writing, non-Toshiba labelled software is provided on an "as is" basis by Toshiba.
9. This Warranty is only valid within Australia, New Zealand and PNG.

### What is not covered by the Warranty

This Warranty shall not apply to damaged goods, or in certain circumstances, 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 product.
  - a. The TFT display may present up to 6 non-conforming pixels, (bright or dark spots) representing less than 0.0003% error rate.

2. Assistance to install, configure or troubleshoot the product, any software application, or any third party device (however, this service may be available by contacting the Toshiba Support Centre at their prevailing rates).
3. Replacement of lamps beyond 90 days from the purchase date.
4. Replacement of any batteries beyond 12 months from the purchase date.
5. Rectification of software faults or updating the BIOS.
6. Damage, delay or any action by any party not authorised to perform Warranty repair on the goods. Please refer to Toshiba's website for the list of service centres or call the Toshiba Support Centre.
7. External connector damage or damage caused by improper installation or improper connection to any device (including but not limited to: AC Power, LAN or modem point, USB and storage devices and/or memory slots).
8. Damage caused by an external electrical fault, power surge, or use of incorrect data cabling.
9. Damage caused by accident, intentional or accidental misuse, abuse, neglect or improper maintenance, use under abnormal conditions, including fracture or damage to the LCD module, lamps, casework, cables, AC Adaptors, keyboard keys, covers, plugs and latches. This includes fluid ingress of any kind (including damage from condensation), damage from shock or restriction of airflow, incorrect shutting down procedure, damage to the lens or lens mechanism, and damage from pest infestation.
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 or equipments 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. Consequential or other damages of any kind that may occur during repair or replacement.
14. Costs associated with the de-installation and re-installation of the product are not covered under this Warranty.
15. Product purchased from anyone other than Toshiba or a Supplier, or product not imported by Toshiba.
16. Modifications to the product not approved in writing by Toshiba.
17. Service made necessary by use of incompatible third party product.
18. Service of product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed.
19. **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**

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 the product has completed the power shutdown function before moving or disconnecting the AC power. Failure to complete the required power shutdown function may overheat or shorten the life of the lamp(s).
3. Keep the product in its carry case for shock and impact protection. over packing your carry case where pressure is applied to the product, as this may damage the product and/or its lenses.
4. Not leave any cable connected to the product when transporting it. This may damage the connector(s).
5. Not store the AC adaptor or AC power lead where impact with the lens or casework can occur.
6. Discuss your usage patterns with Toshiba or an ASP to determine if a Preventative Maintenance program should be purchased to support your IT requirements. This is especially important where the product is used in a tropical environment, or if the good 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 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.