

## Three Years Limited Warranty – Toshiba Portable External Hard Drive

Toshiba (Australia) Pty Limited – Building C, 12-24 Talavera Road, North Ryde, NSW 2113 ABN 19 001 320 421 (“Toshiba”) warrants that the Toshiba USB External Hard Disk Drive (“Product” or “goods”) you have purchased from Toshiba or a Toshiba Authorised Reseller is free from defect in materials or workmanship under normal use for a period of 3 years from date of purchase. This expressed limited warranty (“Warranty”) extends only to the original purchaser and cannot be transferred to anyone.

This Warranty applies only to Products imported and distributed by Toshiba that are new and in cartons which are unopened on the date of purchase.

During the warranty period, your sales receipt or proof of purchase is required to receive warranty service.

### Disclaimer and Limitation of Remedy

Toshiba expressly disclaims all warranties not stated in this Warranty. You must read and follow all set-up and usage instructions in the applicable user guides and/or manuals enclosed. If you fail to do so, this Product may not function properly and you may lose data or suffer other damage. Toshiba, its affiliates and suppliers do not warrant that operation of this Product will be uninterrupted or error free. If this Product fails to work as warranted above, your sole and exclusive remedy shall be repair or replacement.

This Warranty is valid only within Australia, New Zealand and PNG.

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

### What is provided under the Warranty

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.

This limited warranty is valid only within Australia, New Zealand and PNG.

### What is not covered by the Warranty

1. Damage caused by improper installation or improper connection to the computer.
2. Damage caused by an external electrical fault or impact.
3. Damage caused by accident, shock, misuse, abuse, neglect or improper maintenance, including fracture or damage to casework, cables, AC Adaptor, covers, plugs and latches.

## Toshiba (Australia) Pty. Limited

4. Damage from liquid ingress or abnormal corrosion.
5. Damage from use outside usage or storage parameters set forth in the Product's Users Guide.
6. Damage from use of accessories not manufactured or sold by Toshiba.
7. Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data.
8. Product purchased from anyone other than Toshiba or a Toshiba Authorised Reseller or by way of auction.
9. Product purchased outside Australia, New Zealand and PNG.
10. Modifications to the Product not approved in writing by Toshiba.
11. Service made necessary by use of incompatible third party products.
12. Routine cleaning, or normal cosmetic and mechanical wear and tear or any other event, act, default or omission outside Toshiba's control.
13. Damage or loss during transit to Toshiba, Toshiba Authorised Service Provider or Toshiba Authorised Reseller.

Any service or repair for items not covered by this Warranty shall be at Toshiba's or its Authorised Service Provider's rates and terms then in effect.

Toshiba's sole obligations with respect to software distributed under the Toshiba brand name are set forth in the applicable end-user license agreement. Unless otherwise stated in writing, non-Toshiba software is provided on an "as is" basis by Toshiba.

Any service or repair for items not covered by this Limited Warranty shall be at Toshiba's or its Authorised Service Provider's rates and terms then in effect.

### **Protection of Stored Data**

***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.***

To protect your important data, Toshiba recommends that you make periodic back-up copies of all the data stored on Product as a precaution against possible failures, alteration, or loss of the data.

If your data is altered or lost due to any trouble, failure or malfunction of the Product or other equipment connected to it and the data cannot be recovered, Toshiba shall not be liable for any damage or loss of data, or any other damage resulting there from. When copying or transferring your data, please be sure to confirm whether the data has been successfully copied or transferred. Toshiba disclaims any liability for the failure to copy or transfer the data correctly, or the security of your data.

### **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.

Accordingly, Toshiba, its affiliates and suppliers disclaim any and all liability arising out of the use of the Product in any critical applications. If you use the Product in a critical application, you, and not Toshiba, assume full responsibility for such use.

## Toshiba (Australia) Pty. Limited

### How to Obtain Service

In the event that this Product fails under warranty, please visit [Toshiba's](#) website for support and service information. Alternatively, contact your Authorised Toshiba Reseller or the place of purchase for service or advice.

### 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.

### 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 details
- 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, by a 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 (HO)  
ISD Customer Relations  
Building C, 12-24 Talavera Rd.  
North Ryde  
NSW 2113, Australia

#### 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.