

LIMITED WARRANTY STATEMENT – CONSUMER LCD TV (NEW ZEALAND)

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

TOSHIBA DOES NOT WARRANT THAT OPERATION OF THIS CONSUMER LCD TV (“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. 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 Consumer LCD TV (“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 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 for your product.

This product is designed to be operated in New Zealand only. Usage outside its designation may limit the product’s features and/ or functions.

This Warranty is not intended to and does not limit your rights with respect to the Consumer Guarantees Act.

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

Toshiba Warranty Period – Consumer LCD TV

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 24 months from the date of purchase for domestic use.







All accessories supplied with the product, such as the remote controller and 3D glasses, carry a 12-month warranty only.

Remote controller and 3D glasses 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 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.

To Obtain Service

1. Read the Owner's Manual before operating.
2. Visit Toshiba's website www.mytoshiba.co.nz for product technical updates.
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 repair point.

Toshiba Online Support

Technical support is available electronically on Toshiba's website www.mytoshiba.co.nz, here you will find answers to many commonly asked technical questions and support files. Additionally, you can register your product and obtain a list 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 for the entire warranty period 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 Service Centre.

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.

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

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. 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 or the product itself. Repaired or exchanged items are warranted for the greater of the balance of the original product Warranty or 90 days from the date of service completion.
4. All parts or product removed for exchange become the property of Toshiba.
5. This Warranty is personal to the person or organisation named on the original sales receipt (proof of purchase), and is not transferable to a subsequent owner.
6. If your product has less than 37"/ 96cm screen size, in-home service or pick-up and return is not provided for under this Warranty and you are required to deliver and pickup your product to and from an ASP at your expense.
7. Complementary pickup & return or in-home service is available for all product which have a screen size 37"/ 96cm or larger and where the pickup address is within 15km of an ASP location and the product is readily and safely accessible for removal. Toshiba may offer in-home service depending on the type of fault and where it is feasible to do so. Additional travel fee will be charged on service calls outside the 15km limit, or the owner may arrange transport, at the owner's sole risk and expense, to the ASP.
8. 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.
9. This Warranty is valid within New Zealand only.

What is not covered by the Warranty

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

1. Limitations in technology. There is 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 Toshiba products.
 - The TFT display may present up to 6 non-conforming pixels, (bright or dark spots) representing less than 0.0003% error rate.
 - Avoid displaying prolonged static images, as these may create an image burn in the display panel, this is not a manufacturing fault.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. Calls to attend or request for service assistance to install, configure or adjust the product, where that adjustment is identified in the Users' 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, including fracture or bruising/bleeding of any glass or display panel (including the 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 operating, installation & mounting parameters set out in the Owner's 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 programs or, data, or costs of recovering such programs or data (For products 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.

11. For products supplied with a pedestal stand, costs associated with the de-installation and re-installation of the product (such as from a wall bracket or any mounting hardware) are not covered by this Warranty.
12. Product purchased from anyone other than Toshiba or a Supplier.
13. Modifications to product not approved in writing by Toshiba.
14. Service made necessary by use of incompatible third party products.
15. Service of a product on which the TOSHIBA label, logo or serial number have been defaced or removed.
16. **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. Read and observe all conditions for mounting the product on furniture or walls. 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 LCD panel 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.
4. If purchasing this product for commercial use, discuss your usage patterns with Toshiba, Supplier or an ASP to determine if a preventative maintenance program should be purchased to support your requirements. This is especially important where this product is used in a tropical environment, or if the product is subject to routine movement.

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.