

LIMITED WARRANTY STATEMENT – KIRA ULTRABOOK

(Applicable to Part Numbers: PSU7FA-01700L, PSU7FA-01700K, PSU7FA-00C006, PSU7FA-00X00K, PSU7FA-00T00K, PSU7FA-00Y00L, PSU7FA-00H00K)

THE TOSHIBA EXPRESSLY STATED LIMITED WARRANTY TERMS AND CONDITIONS

TOSHIBA DOES NOT WARRANT THAT OPERATION OF THIS TOSHIBA KIRA ULTRABOOK COMPUTER 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.

Products covered by this warranty ('product' or 'goods'): PSU7FA-01700L, PSU7FA-01700K, PSU7FA-00C006, PSU7FA-00X00K, PSU7FA-00T00K, PSU7FA-00Y00L, PSU7FA-00H00K

General Terms

This warranty against defect ("Warranty") applies to product imported and sold by Toshiba (Australia) Pty Limited ("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.

To the extent permitted by law, 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, fluid ingress, 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 Warranty Period

Subject to the opening paragraph, Toshiba expressly warrants this product to be free from operational defects in workmanship and materials for a period of 24 months from the date of purchase and excluding batteries which have a 12-month warranty only being consumable items.

For any 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).

To attend and process your request more effectively, we recommend that you to register the product within fourteen (14) days following your new purchase. On-line product warranty registration is available on Toshiba's website.

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, arrange a suitable service in accordance to your product's entitlement.
5. Toshiba provides on-line repair booking facility at www.toshibamobilecare.com.au or 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 service entitlements and 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.

Additional Service Features (If applicable to your product)

If your product is offered with on-site service, complimentary courier pick-up and return, and/ or accidental damage service, these entitlements will be reflected on Toshiba's record. Terms and Conditions of Accidental Damage Service is shown further. These terms and conditions are available on www.mytoshiba.com.au or www.mytoshiba.co.nz.

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, purchase an ExtraGuard Service Plan or obtain a listing of service points nearest to you.

Toshiba Support Centre

Toshiba provides a dedicated KIRA Hotline offering limited complimentary technical phone support for 24 months following your new KIRA purchase. 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 prevailing rates.

Australia : 1800 808 760
New Zealand : 0800 444 798

Expert staff provides technical assistance during normal business hours (AEST), Monday to Friday excluding national public holidays..
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
- 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.

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. To the extent permitted by law, 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 90 days from the date of service completion.
4. If the internal storage drive is replaced, Toshiba will reinstall the original configured operating system as shipped with the goods when it was sold, provided you supply the original Product Recovery Disc(s) ("RCD") and/or the Software Product Key.
If you do not have the RCD, media can be requested and purchased by contacting the Toshiba Support Centre, provided that you can produce the Software Product Key.
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 and may not be transferred to a subsequent owner.
6. Any service outlined in this document is applicable in Australia and New Zealand only.
7. If on-site or courier pickup and return service applies to your product, you are required to contact Toshiba to arrange this service using Toshiba's authorised service personnel or designated freight carrier. Toshiba will not accept charges or liability for any service or freight arranged by you. For courier transport, 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 suitable service point and may not be available in some areas. Transport time varies depending on location.
8. On-site service is available in major Australian metropolitan areas, and New Zealand cities of Auckland, Wellington and Christchurch only and this will be confirmed when you call Toshiba. To enable on-site visit, you must provide safe and reasonable access to the product for service. On-site service also requires provision of site with sufficient workspace and where dust presence is minimal.
9. 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.
10. 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.
11. This Warranty is valid within Australia and New Zealand.

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.
 - b. The software player may not play certain movie titles due to 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 information.
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 or Toshiba Mobilecare service centre at their then prevailing rates).
3. Replacement of any batteries beyond 12 months from the original purchase date.
4. Rectification of software faults or updating the BIOS.
5. Damage, delay or any action by any party not authorised to perform Warranty repair on the goods. Please refer to the Toshiba website or call the Toshiba Support Centre for the list of Toshiba Mobilecare and suitable service points.
6. 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 memory slots).
7. 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.
8. Damage from use of parts or equipments not manufactured or sold by Toshiba.
9. Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data.

10. Non-authorized disassembly of the internal storage drive will void its warranty, such as in a major data recovery process.
11. Consequential or other damages of any kind that may occur during repair or replacement.
12. Costs associated with the de-installation and re-installation of the product are not covered under this Warranty.
13. Product purchased from anyone other than Toshiba or a Supplier, or product not imported by Toshiba.
14. Modifications to the product not approved in writing by Toshiba.
15. Service made necessary by use of incompatible third party product.
16. Service of product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed.
17. **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 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 completely shutdown or entered the suspend mode before storing the product or putting it in a bag, to prevent overheating and data loss.
3. Purchase a carry bag or case, 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 product, as this may damage the product and/or its LCD.
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 LCD or LCD top cover can occur. You may damage the LCD (screen) if excessive shock is applied to this area.
6. Not wrap the cables around the AC Adaptor, either in use or when storing. This may damage the cables.
7. Discuss your usage patterns with Toshiba 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 goods is subject to multiple daily movements such as in field sales/service or school environment.

Accidental Damage Service Agreement

KIRA Ultrabook

Product Covered

The Accidental Damage Service Agreement ("Agreement" or "Service") is applicable only to Toshiba KIRA Ultrabook with the following model numbers only: **PSU7FA-01700L, PSU7FA-01700K, PSU7FA-00C006, PSU7FA-00X00K, PSU7FA-00T00K, PSU7FA-00Y00L, PSU7FA-00H00K**, imported and sold by Toshiba (Australia) Pty Limited ("Toshiba") through its Authorised Resellers, Retailers and Distributors ("Supplier"), and is new on the date of purchase and for which you have an invoice showing proof of purchase (the "product").

Term of the Agreement

The term of this Agreement is 24 months from its purchase date and the service coverage is in Australia and New Zealand only.

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 Agreement 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). This Agreement is not an insurance.

1. General

1.1 During the term of this Agreement, Toshiba will provide, through its Mobilecare or nominated service point(s), remedial hardware maintenance to the product returning it to its original operating specification for issues that are not a fault of manufacturing or workmanship. Issues related to manufacturing or workmanship, are covered by Toshiba's Limited Warranty Statement/ voluntary warranty terms and conditions (Warranty) provided with the product at the time of sale.

1.2 This Agreement does not provide for theft or loss of the product or any peripheral devices. It is not an insurance policy.

1.3 This Agreement does not provide for peripheral devices, such as but not limited to; docking stations, external USB devices, printers, external speakers, game devices, carrying cases, monitors, external mouse and keyboard, and other components not internal to the product.

1.4 You agree to pay the fixed fee of \$100 (inclusive of any GST) for each and every Service request made under this Agreement. This fee is payable to Toshiba, Mobilecare or its nominated and authorised service point.

1.5 You certify the product operates to the manufacturer's specification and is in good order and condition at the time of registration.

1.6 This Agreement is in addition to and does not modify the terms and conditions of the Warranty that accompanied the product at the time of purchase.

1.7 This Agreement is not a warranty. This Agreement is the complete and exclusive agreement between Toshiba and yourself relating to the Service. Any statements or representations made by any party that are inconsistent with this Agreement shall not be binding upon Toshiba or yourself. No amendment or modification shall be binding unless made in writing and signed by an authorised representative of Toshiba and yourself.

1.8 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

1.9 This Agreement shall be governed by, and shall be construed and enforced in accordance with, the Australian Consumer Law or Consumer Guarantees Act (New Zealand) and other State or Territory legislation that might apply in Australia and New Zealand.

2.0 To the extent permitted by law including the Australian Consumer Law and the Consumer Guarantees Act (New Zealand), Toshiba reserves the right to change the terms and conditions or cancel this Agreement, at any time, with or without cause, upon thirty (30) days of notice to you, at the last email (address) provided by you.

2. Scope of Service

2.1 Repair or Replacement Service

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.

During the term of this Agreement and subject to the within conditions, Toshiba will provide, through its Mobilecare or a nominated service point, repair as necessary to maintain the product to its operating specification. "Operating specification" is defined as capability for regular, ordinary, and routine use of the product under normal operating conditions as intended for and/or recommended by Toshiba, with the original Operating System installed in a pre-registration condition. For example, under this Agreement, Toshiba will repair the product if it is faulty or damaged and does not operate as specified, because of:

- Wear and tear that affects the operating specifications of the product;
- Accidental liquid spill onto the product, but not entire immersion of the product into liquid;
- Damage to the product in such a way that affects the operation of the product to manufacturer's specification;
- The product's internal circuitry is damaged by electrical surges;
- The LCD panel cracks or shatters due to extreme temperatures, impact or shock;

At Toshiba's discretion, a product exchange will be offered if the product is deemed to be uneconomical or is not possible to be repaired.

Replacement parts will be functionally equivalent to the original and meet statutory regulations. If we decide that it is necessary to replace the product rather than repair it, you will receive a product of equivalent specifications to the product you originally purchased from us, as determined by us, and by our sole and reasonable discretion.

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 make periodic back up and reasonable effort to secure your data prior sending the product for service.

2.2 Limits of Service Provided for by this Agreement

2.2.1 This Agreement does not provide for/cover, and Toshiba is not obligated to provide the Service where:

- A product that was not imported by Toshiba and/or purchased outside Australia or New Zealand.
- Fault, damage or loss of any software and data.
- Recovery or transfer of any data or information stored on the product, and any associated cost thereof.
You are solely responsible for all data stored on the product. Toshiba does not provide any data recovery services to you under this Agreement. However, if the internal storage drive is replaced, we will reload the preinstalled operating system, including any preinstalled applications.
- Any damage to or defect on the product that is cosmetic in nature or otherwise does not affect the product's main functionality or impair its use, such as but not limited to; scratches, dents, minor cracks and discoloration.
- Product used for commercial rental.
- Product used in conditions outside its operating specifications.
- Product main battery. Note: Batteries are subject to product's warranty terms and conditions, provided at the time of sale.
- A product that was repaired or attempted to be repaired by other than a Toshiba, Mobilecare or its nominated Authorised Service Provider ("ASP"). Any repair or attempted repair on the product covered by this Agreement by any party other than us or someone we designate will void and cancel this Agreement. We will not reimburse you for, or make good, any repairs that you or any unauthorised person make or attempt to make to the product, unless we provide you with prior written authorisation.
- Any product that is lost or stolen, or damaged by an act of god or civil disturbance; such as but not exclusive to: fire, flood, earthquake, war or riot, and any damage caused intentionally.
- Product that is missing hardware components. The product must be complete in its entirety for assessment.
- A product purchased under the Toshiba SNAP program for education or any product that is used by a student within a Primary or Secondary School or Tertiary environment.

2.2.2 This Agreement limits the number of major component repairs which can be accepted at any time during the course of this Agreement to the following components;

- 2 (two) LCD Panel
- 1 (one) Internal storage drive
- 1 (one) PCB (Mainboard)
- 2 (two) Keyboard

The Agreement will terminate immediately when the product is replaced under the course of this Agreement.

3. Service Process and Fees

3.1 To obtain service and repair of the product, you must contact Toshiba Support Centre on the contact numbers indicated above. When contacting Toshiba, you must provide the serial number, model and location of the product, and a description of the fault or damage.

3.2 The product must be brought to Toshiba Mobilecare service point or the nominated Toshiba service point in Australia or New Zealand for assessment of the fault or damage.

3.3 Following assessment of the product, if Toshiba accepts to repair or replace the faulty or damaged parts, you must pay the service fee of \$100 (inclusive of any GST) applicable to this Agreement prior to each Service being performed.

3.4 If the fault or damage is deemed to be outside of the scope of this Agreement, Toshiba will provide, where possible, a number of contact points who may provide services suitable to you. Provision of these contact numbers is not a recommendation of service by Toshiba. You must make an independent selection of any chargeable provider for this type of service.

4. Registration of the Product

To enable Toshiba attend and process your request effectively, we recommend you to register the product within fourteen (14) days following the purchase date. On-line product warranty registration is available on Toshiba's website.

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