

Three (3)-Year Extended Support Plan Terms and Conditions Toshiba Tablet

Part Number: WAREXT-TAB, WAREXT-TAB-INVOICE

THE EXPRESSLY STATED LIMITED WARRANTY TERMS AND CONDITIONS

TOSHIBA (AUSTRALIA) PTY LIMITED ABN 19 001 320 421 DOES NOT WARRANT THAT OPERATION OF THIS TOSHIBA TABLET ("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. TOSHIBA SHALL HAVE NO RESPONSIBILITY FOR LOSS OR SECURITY OF ANY DATA, OR ANY DAMAGE TO THE PRODUCT. IF YOU DO NOT AGREE TO THESE CONDITIONS, RETURN THE PACK, IN ITS ENTIRETY, TO THE PLACE OF PURCHASE FOR A REFUND.

General Terms

With the purchase of this **Three (3)-Year Extended Support Plan** ("Plan"), Toshiba expressly warrants the product nominated and registered by the purchaser, to be free from defects in workmanship and materials for a period of three years from the date of purchase, provided the product has been offered with 1 year voluntary warranty ("warranty") only, 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. This offer will only be accepted for registration within the product's original warranty period.

Under this Plan, and during the Plan's period, you are entitled to:

- Limited hardware phone support in Australia and New Zealand.
- Courier pick-up and return on warranty repairs in readily accessible areas in Australia and New Zealand.

The Plan 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 product, software faults, normal wear and tear or any other event, act, default or omission outside Toshiba's control.

The Plan excludes all accessories, and the battery which carry a 12 month warranty only from the date of the purchase of the product.

The Plan is not available to SNAP education product used by students in a school environment.

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.

Any service outside the scope of this Plan 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.

For confirmation of the Plan period of cover applicable to your model and updates to this Plan's terms and conditions, please refer to Toshiba's website www.mytoshiba.com.au or www.mytoshiba.co.nz, or contact the Toshiba Support Centre (contact details further in this document).

Toshiba reserves the right to modify the terms and conditions of this Plan, 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 Plan is not intended to and does not limit your rights with respect to the Australian Consumer Law (in Australia) or Consumer Guarantees Act (in New Zealand).

Service Registration

To activate service, you must register this Plan within 14 days of purchase by either:

- Online registration at www.mytoshiba.com.au
- Completing and returning the Registration card via post to:

Toshiba ISD Registrations
PO BOX 350
North Ryde 1760

What Is covered under this Plan

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, repaired or exchanged items are warranted for one year, or to the balance of the Warranty, whichever is the greater
4. When the product is serviced or replaced, a restored or reset operating system, along with applicable upgrades will be applied or supplied. This will result in loss of any user data and settings.
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. Repair or replacement 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.
7. For courier pick up and return service, you are required to contact Toshiba or a Toshiba ASP 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 ASP in serviceable areas and may not be available in some areas. Transport time varies depending on location.
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 valid only within Australia, New Zealand and PNG.

What is not covered by this Plan

This Warranty shall not apply to damages, 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. For example, the LCD display may present up to 6 non-conforming pixels, (bright or dark spots) representing less than 0.0003% error rate.
This is a limitation of technology and do not represent a defect in the product. Refer to Toshiba's website, Technical Limitation page, for more information.
2. Assistance to install, configure or troubleshoot the product, any software application, software upgrade or any third party device (however, this service may be available by contacting the Toshiba Support Centre or some ASPs at their prevailing rates).
3. Replacement of any batteries beyond 12 months from the original purchase date.
4. Rectification of software faults or updating the ROM.

5. Damage, delay or any action by any party not authorised to perform Warranty repair on the goods. Please refer to the Toshiba website for the list of ASPs or call the Toshiba Support Centre.
6. Damage to external connector or button, 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 caused by an external electrical fault, power surge, or use of incorrect cabling or accessories.
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, touch-screen, casework, cables, AC Adaptors, covers, buttons, 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 or corrosion.
9. 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.
10. Damage from use of parts or equipments not manufactured or sold by Toshiba.
11. Damage to or loss of any programs, data, settings or removable storage media, or costs of recovering such programs or data.
12. Normal wear and tear that do not affect functionality of the product.
13. Consequential or other damages of any kind that may occur during repair or replacement.
14. Product purchased from anyone other than Toshiba or a Supplier, or product not imported by Toshiba.
15. Modifications to the product not approved in writing by Toshiba.
16. Service made necessary by use of incompatible third party product.
17. Service of product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed.
18. 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 completely shutdown (No activity on the HDD light), before moving the product. Any applied shock before complete shutdown may damage the HDD.
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 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 goods is subject to multiple daily movements such as in Field Sales/ Service use.

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 or an ASP within the Plan's period of cover 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 service or referral to suitable repair centres.
5. Online repair booking facility is available 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 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 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 Extended Service and Support Plan or obtain a listing of ASPs nearest to you.

Toshiba Support Centre

Under the Plan's entitlement, and during the Plan's period, Toshiba provides limited hardware technical phone support.

If you seek Toshiba technical phone or email support beyond this period or require assistance to install, configure or troubleshoot any software, application, accessory and 3rd party product, charges may apply at the prevailing rates.

Australia : **13 30 70**
New Zealand : **0800 445 439**

Expert staff provides technical assistance during normal business hours (AEST), 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, 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

Change, cancellation, exchange and transfer

Important Notice to the Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information further in this document.

To cancel this Plan, you must contact Toshiba in writing or by email, to the Toshiba address shown above, detailing the reasons for the request of the cancellation, model and serial numbers of the product and customer number (if applicable). If any service has been performed under this Plan prior to cancellation, the amount of the refund will be reduced by the reasonable retail value of the service performed. Toshiba shall apply a cancellation fee of ten percent (10%) of the price paid for this Plan or \$25.00, whichever is the lesser;

You may transfer service under this Plan to another product if the product is exchanged within the Toshiba express warranty period. In the event of an exchange, you must inform Toshiba, within seven (7) days of the exchange and provide to Toshiba such information as it requires regarding the exchanged product and the new product, in order to activate coverage on the new product.

Toshiba reserves the right to cancel this Plan without prior notice upon you failing to pay on the due date for payment any fee due and payable to Toshiba.

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 Plan 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 Plan 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.