

3-YEAR ASSURED SERVICE PROGRAM AGREEMENT

NOTEBOOK OR HYBRID COMPUTERS

Part Numbers: ASP-3Y, ASP-3Y-EDU-INVOICE, ASP-3Y-INVOICE

PRODUCT COVERED

The 3-Year Assured Service Program Agreement (“Agreement” or “Service”) is applicable only to Toshiba Notebook, or Hybrid Computer (“product”), that has been imported and sold by Toshiba Client Solutions ANZ 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, and for which the Service has been registered.

TERM OF THE AGREEMENT

This Agreement is between Toshiba and the customer (the “customer” or “you”) identified in the Service Registration Request (“Registration”) supplied at the time of purchase, for the period of cover, service coverage and product identified in the Registration. The Service entitlement is activated upon product registration by the customer, using one of the methods outlined further in this document. This offer will only be accepted for registration within 30 days of the product’s purchase date from the Supplier.

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).

GENERAL

1. This Agreement is in addition to and does not modify the terms and conditions of Toshiba’s limited warranty statement that accompanied the product at the time of purchase
2. During the term of this Agreement, Toshiba will provide, through its nominated service point(s), remedial hardware maintenance of the product to its original operating specification and for issues that are not a fault of manufacturing or workmanship. Issues related to manufacturing or workmanship, are covered by Toshiba’s expressly stated warranty terms and conditions (Warranty), provided with the product at the time of sale.
3. This Agreement does not provide for theft or loss of the product or any peripheral devices.
4. 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.
5. Purchase of this Agreement must be within 30 days from the time of product purchase by the original owner and the product must not be older than 1 year from date of manufacture as indicated by the serial number on the label affixed to the product. Ownership must be verified by proof of purchase at the time of registration.
6. You agree to pay the service fee of \$100 (inclusive of any GST) for each and every Assured Service request made under this Agreement. This fee is payable to Toshiba or its nominated and authorised service centre.
7. You certify the product operates to the manufacturer’s specification and is in good order and condition at the time of registration.
8. This Agreement is not a warranty. This Agreement is the complete and exclusive agreement between Toshiba and yourself relating to the subject matter hereof. 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.
9. 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.
10. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the Competition and Consumer Act 2010 and other State or Territory legislation that might apply in Australia and New Zealand.

REGISTRATION OF SERVICE

Customer registration to enable activation of service must occur within fourteen (14) days following purchase of this Service. Service registration must occur by either;

- Completing and mailing the Registration card provided upon purchase of this Agreement to the address specified by Toshiba.
- Completing and submitting the on-line registration on Toshiba's website.

If you require assistance in registering this Service, contact warranty@toshiba-tap.com or call the Toshiba Support Centre.

SCOPE OF SERVICE

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 nominated service point, a 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 accidentally damaged and does not operate as specified, because of:

- Wear and tear that affects the operating specifications of the product;
- 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. Limits of Service Provided for by this Agreement

This Agreement does not provide for and Toshiba is not obligated to provide the Service:

- For product purchased from anyone other than Toshiba or a Supplier or by way of auction.
- For product purchased outside or independently imported into Australia, New Zealand and Papua New Guinea.
- For damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data. You are solely responsible for all data stored on the product. Toshiba does not provide any data recovery services to you under this Agreement.
- For any damage to or defect on the product that is cosmetic in nature or otherwise does not affect the product's main functionality or materially impair its use, such as but not limited to; scratches, dents, minor cracks and discoloration.
- Where product is used for commercial rental.
- Where product used in conditions outside their operating specifications.
- For the product main battery. Note: Batteries are subject to product's warranty terms and conditions, provided at the time of sale.
- For product that was repaired or attempted to be repaired by other than a Toshiba 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, without prior written authorisation from Toshiba.
- For 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, including any damage caused intentionally.
- For product that is not being kept (whilst not being used) in an approved bag suitable for the school environment based on Toshiba's assessment.
- For product that is missing hardware components. The product must be complete in its entirety for assessment.

3. 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) screens (LCD panels)
 - 2 (two) internal storage devices (HDD or SSD)
 - 2 (two) optional disk drives (DVD)
 - 2 (two) main PCBs
 - 4 (four) keyboards

Any additional component repairs to the maximum above shall be at Toshiba's or its ASP's rates and terms then in effect.

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

HOW TO OBTAIN SERVICE UNDER THIS AGREEMENT

1. To obtain service and repair of the product, you must contact Toshiba on the contact number indicated on the Service Agreement. When contacting Toshiba, you must provide the serial number, model and location of the product and a description of the fault or damage.
2. You must return the product to the nominated Toshiba service centre for assessment of the fault or damage.
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.
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.

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.

TOSHIBA SUPPORT CENTRE

Toshiba provides limited complimentary technical phone support, during normal business hours, 5 days a week, for 90 days following the new purchase of your product.

Australia : 13 30 70

New Zealand : 0800 445 439

Expert staff provides technical assistance. .

Be sure to have the following information available before you call:

- Your product's model and serial numbers
- Applicable error messages or fault

If the warranty service provided does not meet the offer outlined in this document, please detail your concerns to Customer Support, by letter addressed to the below or email to customerrelations@toshiba-tap.com.

Toshiba Client Solutions ANZ Pty Limited
PO BOX 350
NSW 1670, Australia

or Toshiba Client Solutions ANZ Pty Limited (Head Office)
L3, Building C, 12-24 Talavera Road
North Ryde, NSW 2113, Australia

CHANGE, CANCELLATION, EXCHANGE AND TRANSFER OF THIS AGREEMENT

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 Agreement, 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 Agreement 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 Agreement or \$25.00, whichever is the lesser.

Toshiba has the right to cancel this Agreement immediately following the completion of any service that reaches the major component replacement limit(s), listed in section 3 within.

You may transfer service under this Agreement to another product if the product is exchanged at the place of purchase for a manufacturer's limited warranty issue. In the event of an exchange, you must contact Toshiba, within seven (7) days of the exchange and provide to Toshiba such information as it requires regarding the exchanged product and the replacement product, in order to activate Assured Service Program entitlement on the new product. The major component replacement limit(s), listed in section 3 within [Scope of Service](#) are applicable to the total claims made for both the exchanged and replacement products.

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 written notice to you, at the last address provided by you and, if the Agreement is cancelled, Toshiba will refund any fees paid under this Agreement reduced pro-rata, based upon the amount of time this Agreement was in effect prior to cancellation.

Toshiba may cancel this Agreement without prior notice to you 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 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 <http://www.toshiba.com.au/privacy.html> 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.