

Assured Service Program Agreement Terms & Conditions

+ Product Covered

The Assured Service Program Agreement ("Agreement") is applicable only to a Toshiba Notebook Computer ("Notebook"), that has been imported and sold by Toshiba (Australia) Pty Limited ("Toshiba") through its Authorised Resellers, Retailers and Distributors, and is new on the date of purchase and for which you have an invoice showing proof of purchase, and for which the service is registered. ~~Notebooks used in Primary and/or Secondary Education are specifically excluded from this agreement.~~

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+ Term of Agreement

Subject to the opening paragraph, this Agreement shall apply for the period nominated on the Service Registration form, once accepted and acknowledged by Toshiba in writing to you. The Agreement will begin on the day of acceptance and terminate at 5 pm Australian Eastern Standard Time on the end date nominated by Toshiba.

1. General

1.1 This Agreement provides for remedial hardware maintenance of the Notebook to its original operating specification and for issues that are not a fault of manufacturing or workmanship, during the term of the Agreement. Issues related to manufacturing or workmanship (Warranty), are covered by Toshiba's expressly stated warranty terms and conditions, provided with the Notebook at the time of sale.

1.2 This Assured Service Agreement does not provide for theft or loss of the Notebook or peripheral devices, or the replacement of a Notebook entirely as the result of accidental damage.

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 Notebook.

1.4 Purchase of this Agreement must be within 30 days from the time of Notebook purchase by the original owner and the Notebook must not be older than 1 year from date of manufacture as indicated by the serial number on the bottom

of the Notebook. Ownership must be qualified by proof of purchase at the time of registration.

1.5 You agree to pay the fixed fee of \$100 (inclusive of any GST) for each and every Assured Service request made under this Agreement.

1.6 You certify the Notebook operates to the manufacturer's specification and is in good order and condition at the time of application.

2. Scope of Service

2.1 Repair or Replacement Service

During the term of this Agreement and subject to the within conditions, Toshiba will repair the Notebook as necessary to maintain the Notebook to its operating specification. For example, under this Agreement, Toshiba will repair the Notebook if it is faulty or damaged and does not operate as specified, because of:

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

If we repair your Notebook, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts and meet statutory regulations.

If we decide that it is necessary to replace the Notebook rather than repair it, you will receive a Notebook of equivalent specifications to the Notebook you originally purchased from us, as determined by us, and by our sole and reasonable discretion.

2.2 Limits of Service Provided for by this Agreement

2.2.1 This Agreement does not provide for and Toshiba is not obligated to repair or replace where:

- A Notebook was not supplied by Toshiba and/or purchased outside Australia, New Zealand and PNG.
- Any fault, damage or loss of software and data.
- Any recovery or transfer of data stored on the Notebook. You are solely responsible for all data stored on the Notebook. Toshiba does not provide any data recovery services to you under this Agreement. However, if the hard drive is replaced, we will reload, at no charge to you, the preinstalled operating system, including any preinstalled applications.
- Any damage to or defect on the Notebook that is cosmetic in nature or otherwise does not affect the Notebook's main functionality or materially impair its use, such as but not limited to; scratches, dents, minor cracks and discoloration.
- Notebooks used for commercial rental.
- Notebooks used in conditions outside their operating specifications.
- Notebook main battery. Note: Batteries are subject to Notebook warranty terms and conditions, provided at the time of sale.
- A Notebook that was repaired or attempted to be repaired by other than a Toshiba authorised service provider. Any repair or attempted repair on the Notebook 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 another person make or attempt to make to the Notebook.
- Any Notebook 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.
- A Notebook missing hardware components. The Notebook must be complete in its entirety for assessment.
- ~~• A Notebook purchased under the Toshiba SNAP program for education or any model Notebook that is used by a student within a Primary or Secondary School or College environment.~~

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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;

+ 1 YEAR AGREEMENT

- 1 (one) LCD Panel
- 1 (one) Internal Hard Disk drive
- 1 (one) Optical Disk drive
- 1 (one) PCB
- 2 (two) Keyboards

+ 3 YEAR AGREEMENT

- 2 (two) LCD Panel
- 2 (two) Internal Hard Disk drive
- 2 (two) Optical Disk drive
- 2 (two) PCB
- 4 (four) Keyboards

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

2.3 Limitation of Liability

Subject to the following, the maximum liability of Toshiba for damages relating to this Agreement shall be limited to the total monies paid by you under this Agreement or the provision 2.2.2 whichever is the greater amount.

3. Service Process

3.1 To obtain service and repair of the Notebook, 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 Notebook and a description of the fault or damage.

3.2 You must return the Notebook to the nominated MobileCare depot for assessment of the fault or damage.

3.3 Following assessment of the Notebook, if Toshiba accepts to repair or replace the faulty or damaged parts, you must pay the fixed fee of \$100 (inclusive of any GST) applicable to this Agreement prior to 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. Change, Cancellation, Exchange and Transfer

4.1 You may cancel this Agreement with 30 days written notice to Toshiba, provided that it can be reasonably shown that Toshiba has failed to meet its obligations under this Agreement, and subject to the following conditions: To cancel this Agreement, you must contact Toshiba in writing, to the Toshiba address detailed in the Service Agreement, detailing the reasons for the request for cancellation. 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. If you cancel this Agreement within thirty (30) days following receipt of the Service Agreement, Toshiba will refund to you the price you paid for this Agreement. If you cancel this Agreement at any time after thirty (30) days following receipt of the Service Agreement, Toshiba will refund to you the Retailer's purchase price for this Agreement reduced pro-rata based upon the amount of time this Agreement was in effect prior to cancellation. A cancellation fee of ten percent (10%) of the price paid for this Agreement or \$25.00 (inc GST), whichever is the lesser is also applicable to all requests for cancellation.

4.2 Toshiba has the right to cancel this Agreement immediately following the completion of any service that reaches the major component limit(s), listed in section 2.2.2.

4.3 You may transfer service under this Agreement to another Toshiba Notebook if the Notebook 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 Notebook and the new Notebook, in order to activate Assured Service coverage on the new Notebook.

4.4 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.

4.5 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.

4.6 This Agreement is in addition to and does not modify the terms and conditions of the manufacturer's limited warranty that accompanied the Notebook at the time of purchase.

4.7 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.

4.8 FORCE MAJEURE. Toshiba shall not be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable 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.

4.9 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.

4.10 This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New South Wales, Australia.

5. General Terms

STATUTORY RIGHTS AND EXCLUSIONS (AUSTRALIA ONLY)

Certain legislation including the Trade Practices Act (1974) and other Commonwealth, State and Territory legislation implies warranties and conditions into consumer contracts. These warranties and conditions exist separately from and are not affected by the terms and conditions referred to in this Agreement. Subject to such legislation and to the terms and conditions of this Agreement, 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 products 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 Product 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 service, including consequential loss or damage, or loss of profits, and loss or damage arising from the negligence of Toshiba's employees and agents. This Agreement is personal to the person named in the Service Entitlement Form 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 is used by Toshiba to process your request and to perform this service. No information will be disclosed without your permission. See www.isd.toshiba.com.au for more information.