

TOSHIBA

Leading Innovation >>>

Ninety (90) Day Standard Limited Warranty

THIS STANDARD LIMITED WARRANTY CONTAINS A MANDATORY AND BINDING ARBITRATION PROVISION IN WHICH YOU AND TOSHIBA AGREE TO RESOLVE ANY DISPUTES BETWEEN THE PARTIES BY BINDING ARBITRATION. PLEASE SEE SECTION TITLED “HOW DO WE RESOLVE DISPUTES” BELOW.

Ninety (90) day Standard Limited Warranty (“Limited Warranty”) for the United States, United States Territories, Puerto Rico, Latin America, and the Caribbean.

What Does Your Warranty Cover? Toshiba America Information Systems, Inc. (“Toshiba”) warrants that the Toshiba branded product you purchased for your end use (“Product”) is free from defects in materials and workmanship under normal use during the Limited Warranty Period. This Limited Warranty covers the Product for warranty service only within the country where the Product was originally purchased.

How Long Does This Warranty Last? Ninety (90) days after the date of your purchase (“Limited Warranty Period”). The Limited Warranty Period for the rechargeable battery included with the Product is ninety (90) days from the date of your purchase.

What Will Toshiba Do? If the Product fails to work as warranted, Toshiba will, in its sole discretion, repair or replace the Product or part with a new or remanufactured product/part that is at least equivalent to the original Product/part. This is your sole and exclusive remedy for breach of warranty. Replacement parts or products are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of the Limited Warranty Period, whichever is longer.

TOSHIBA IS NOT RESPONSIBLE FOR (1) DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR INFORMATION ON THE PRODUCT BEING SERVICED, OR (2) THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY TOSHIBA WHEN THE PRODUCT WAS MANUFACTURED.

What Are Your Obligations? You must retain proof of purchase showing price, date, location of purchase and Product description which may be required for warranty service. Toshiba strongly recommends you register your Product either during the initial start-up of the Product, or online at register.toshiba.com. Your failure to complete Product Registration will not diminish your rights under this Limited Warranty.

Always keep a backup copy of the data on your Product before sending it in for repair and remove all confidential, proprietary or personal information. Also be sure to remove all accessories or peripherals. TOSHIBA IS NOT RESPONSIBLE AND FULLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACCESSORIES SHIPPED WITH THE PRODUCT. If you authorize Toshiba to perform any services excluded under this Limited Warranty, you may pay standard repair fees for such work.

YOU MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS PROVIDED WITH THE PRODUCT. IF YOU FAIL TO DO SO, THIS PRODUCT MAY BE DAMAGED OR MAY NOT FUNCTION PROPERLY, OR YOU MAY LOSE DATA OR SUSTAIN PERSONAL INJURIES.

What Does this Warranty Not Cover? On-site service/repair, or service made necessary by accident, misuse, abuse, neglect, improper installation/maintenance, modifications, fire, theft, acts of God, power failures, surges or electric shortages, lightning, or repairs by non-Toshiba authorized service providers, use outside of the environmental or operating parameters, or use with incompatible third party products.

Service of Product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed.

Preventive maintenance, cosmetic damage or wear and tear (e.g., scratches, dents, or scratched, faded or missing keycaps or keyboard cover (if applicable), replacement of missing parts, provision/installation/removal of retrofits or peripherals, replacement or fixes of software; repair or replacement of covers, plastics, or appearance parts such as interior or exterior finishes or trim.

Software support, fixes or replacement. Software, if any, distributed with the Product under the Toshiba brand name is licensed to you and subject to the end-user license agreement presented to you during Product boot-up and available at laptops.toshiba.com/eula. Unless otherwise stated in writing, non-Toshiba software is provided on an “as is” basis by Toshiba. However, non-Toshiba manufacturers, suppliers or publishers may offer their own warranties.

How to Obtain Repair or Replacement Service For A Product Purchased In The United States?

Depending on your specific product model, Toshiba may offer any one or more of the following applicable repair or replacement services: (1) Repair-Return Service through Toshiba’s Depot Service, (2) Carry-In Service to an Authorized Service Provider, (3) Customer Replaceable (CRU)Parts Service, or (4)Whole Unit Exchange Service. To determine the warranty service method for your specific model, please visit our web site at warranty.toshiba.com. A limited number of models may also carry an international limited warranty which offers warranty service outside the country of original purchase.

You will pay any packaging, shipping charges, insurance, taxes and duties associated with the transportation of the Product or original CRU to the service center or provider. You are responsible for appropriately packaging the Product. For any replacement Product/CRU, if Toshiba does not receive the original Product/CRU from you within ten (10) days after your receipt of the replacement Product/CRU, you will pay Toshiba the retail value of the replacement Product/CRU.

How To Obtain Repair or Replacement Service For A Product Purchased Outside The United States (United States Territories, Puerto Rico, Latin America, and the Caribbean)?

In the country of original purchase, you are entitled to Carry-In Service through Toshiba’s network of Authorized Service Providers. A list of Authorized Service Providers is available on the Toshiba web site at warranty.toshiba.com or by calling the phone number specified for the applicable country on our web site. If you choose to ship your Product to an Authorized Service Provider, you must pay any shipping charges, insurance, taxes and duties associated with the transportation of the Product, unless local law provides otherwise. Toshiba or its service provider will pay for shipment of the repaired/replacement Product or replacement to you via standard ground service.

How To Obtain Support For Non-Warranty Related Issues? For issues not covered by the warranty (please refer to the above section “What Does This Warranty Not Cover?”), you may contact us by visiting us at support.toshiba.com. You may be charged a fee for repair or diagnosis of any such issues. Technical support is available online at Toshiba’s web site at support.toshiba.com. At this web site, you will find answers for many commonly asked technical questions plus many downloadable software drivers, BIOS updates and other downloads. For solutions to the most common problems, refer to the “If Something Goes Wrong” section of the Product’s user’s guide.

What Are Toshiba’s Limitations on Liability And Your Rights Under State Law? No Toshiba reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Limited Warranty is governed by and construed under the laws of the country in which the Product purchase took place.

TOSHIBA EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT WILL TOSHIBA, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER INCLUDING (1) DAMAGE TO, OR LOSS OR CORRUPTION OF, YOUR RECORDS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, OR (2) ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT AND/OR THE USER GUIDES AND/OR MANUALS, EVEN IF TOSHIBA, OR AN AUTHORIZED TOSHIBA REPRESENTATIVE, AUTHORIZED SERVICE PROVIDER OR RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. TOSHIBA, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

This Product 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. ACCORDINGLY, TOSHIBA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE PRODUCT IN ANY CRITICAL APPLICATION. YOU ASSUME FULL RESPONSIBILITY FOR USE OF THE PRODUCT IN A CRITICAL APPLICATION. FURTHER, TOSHIBA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED IN A CRITICAL APPLICATION, AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TOSHIBA'S SERVICE OR REFUSAL TO SERVICE THE PRODUCT.

How Do We Resolve Disputes? We endeavor to resolve customer disputes in a fair and professional manner. In the unlikely event that we are unable to resolve a dispute, You and Toshiba agree to resolve any Claims between us only by **BINDING ARBITRATION** except as otherwise provided in the "Exceptions" paragraph below. For the purposes of this How Do We Resolve Dispute Section, references to "Toshiba" means Toshiba America Information Systems, Inc., its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, beneficiaries, predecessors in interest, successors, assigns and suppliers, references to "You" include all those in privity with You, including Your family members, beneficiaries, and assigns, and references to "Claim" shall include any dispute, claim or controversy arising from or relating to: (1) the Product, including advertising for the Product, whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation or any other legal or equitable theory; (2) this Limited Warranty; and (3) the subject of any purported class action litigation in which you are not a member of a certified class.

ARBITRATION MEANS THAT YOU AND TOSHIBA ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. The arbitration will be conducted under the Streamlined Arbitration Rules of **JAMS** that are in effect at the time the arbitration is initiated (referred to as the "JAMS Rules") and under the rules set forth in this section. The JAMS Rules are available online at jamsadr.com/rules-streamlined-arbitration. If there is a conflict between the JAMS Rules and the rules set forth in this section, the rules set forth in this section will govern. **This Dispute Resolution agreement evidences a transaction in interstate commerce and, thus, the Federal Arbitration Act governs the interpretation and enforcement of this provision.** The arbitrator is bound by the terms of this Dispute Resolution Section.

To start an arbitration, You or we must: (1) Write a Demand for Arbitration (see copy at jamsadr.com). The Demand must include a description of the Claim and the amount of damages sought to be recovered. You may, in arbitration, seek any and all remedies otherwise available to You pursuant to Your state's law, (2) Send three copies of the Demand, plus the appropriate filing fee, to: **JAMS, 500 North State College Blvd., Suite 600, Orange, CA 92668 (1-800-352-5267)**, and (3) Send one copy of the Demand to the other party.

Fees/Costs. After receipt of Your arbitration notice, Toshiba will promptly reimburse You for Your arbitration filing fee unless You seek more than \$75,000 in damages, in which case, the payment of these fees will be governed by the JAMS Rules. Except as otherwise provided for herein, Toshiba will pay all JAMS administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements herein. Other fees, such as attorneys' fees and expenses of travel to the arbitration, will be paid in accordance with the JAMS Rules. If the arbitrator finds either the substance of Your Claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules. In such a situation, You agree to reimburse Toshiba for all monies previously disbursed by it that are otherwise Your obligation to pay under the JAMS Rules. Except as otherwise provided for herein, we waive any rights we may have under the JAMS Rules to seek attorneys' fees and costs from You if we prevail in the arbitration.

Hearings and Location. If Your claim is for \$10,000 or less, You may choose to have the arbitration conducted solely on the basis of (1) documents submitted to the arbitrator, (2) through a telephonic hearing, or (3) by an in-person hearing as established by the JAMS Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the JAMS Rules. Any in-person arbitration hearings will be held at a location in the county (or parish) of Your residence unless You and we both agree to another location or we agree to a telephonic arbitration.

Arbitrator's Decision. (1) All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. (2) Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. (3) The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction. (4) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. (5) **YOU AND TOSHIBA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and Toshiba agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Accordingly, You and we agree that the JAMS Class Action Procedures do not apply to our arbitration. If this specific provision (5) is found to be unenforceable, then the entirety of this Dispute Resolution agreement shall be null and void.

Exceptions. Notwithstanding the foregoing, either party may bring an individual action in small claims court. The arbitration provision above also does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on Your behalf.

© 2012 Toshiba America Information Systems, Inc.
Toshiba America Information Systems, Inc.
Digital Products Division
P.O. Box 19724, Irvine, California 92623-9724
toshiba.com

