

## TOSHIBA

### Standard Limited Warranty

Thank you for purchasing a Toshiba brand product (“Product(s)”) from Toshiba Client Solutions Asia Pte. Ltd. (“TOSHIBA”). The Toshiba group of companies (“Toshiba”) is the world leader in mobile computing, renowned for its advanced technology and outstanding attention to design detail. Toshiba is committed to quality products and ensuring the highest level of customer satisfaction. TOSHIBA continues its commitment to customers by providing a 1-year local warranty.

#### WHAT YOUR LIMITED WARRANTY PROVIDES

For a period of one (1) year from the Purchase Date (the “Warranty Period”), TOSHIBA warrants this Product to be free from material defects in workmanship and material that result in the Product failing under normal and proper use. This warranty is valid only within the original country of purchase. This warranty applies only to Product that is for the customer’s own use (and not for resale) and that is new and unopened on the date of purchase directly from TOSHIBA or from TOSHIBA’s Authorized Distributors, Dealers or Resellers (the “ADRs”).

Should the Product fails as referred to above within the Warranty Period, TOSHIBA will, at its sole discretion repair or replace, at no additional charge to you, the defective part with new or recertified parts at its option. A recertified part will be equal in performance to an original part. All original parts and Products replaced by TOSHIBA or its Authorized Service Providers (“ASPs”) become the property of TOSHIBA. You are responsible for payment, at current rates, for any service, repair or replacement outside the scope of this warranty. ADRs and ASPs are not, and should not be deemed to be, agents of TOSHIBA for any purposes whatsoever.

You may be required to provide proof of purchase as a condition of receiving service

#### SERVICE/WARRANTY EXCLUSIONS – WHAT IS NOT COVERED BY THIS WARRANTY?

The following items are specifically excluded from, and not coveredby, this limited warranty:

- Service, repairs or replacement made necessary by accident, misuse, abuse, moisture, liquids, dust, dirt, neglect, accident, damage, improper installation, improper operation, improper cleaning, improper maintenance, normal wear and tear, or any other event, act or omission outside the control of TOSHIBA
- Replacement of missing parts, the provision of retrofits, or preventive maintenance.
- Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part
- Service, repair or replacement made necessary by, or relating to, improper connection with any peripherals
- Software, software faults, or software replacement or fixes
- Repair or replacement of batteries, AC adaptors, covers, plastics, or appearance parts such as interior or exterior finishes or trim.
- Repair of damage that is cosmetic only or does not affect Product functionality, such as wear and tear, scratches, dents, and scratched, faded or discolored keycaps.
- Service made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by TOSHIBA, power failures, power surges or power shortages, lightning, other electrical faults, or repairs, modifications or replacements by persons other than those authorized by TOSHIBA to service the Product
- Service on Product purchased outside of original country of purchase
- Service on third party products or service made necessary by use of incompatible third party products
- Service made necessary by the use or installation of non-Toshiba modifications to the Product
- Service of Product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed
- On-site service and repair of the Product
- Damage to Product caused by failure to follow the specifications, User manuals or Guides as to usage and/or storage
- Modifications to the Product not approved in writing by TOSHIBA

#### DISCLAIMER AND LIMITATION OF REMEDY

TO THE EXTENT PERMITTED BY LAW, ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. IF THE APPLICABLE LAW PRECLUDES THE EXCLUSION OF ANY IMPLIED WARRANTIES, THEN SUCH IMPLIED WARRANTIES ARE OTHERWISE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS WRITTEN LIMITED WARRANTY. THIS WRITTEN WARRANTY SUPERCEDES AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY OR REPRESENTATION NOT STATED IN THIS WARRANTY, WHETHER MADE BY TOSHIBA, ITS AFFILIATES, ADRs AND ASPs, ORALLY OR IN WRITING (INCLUDING ANY STATEMENT IN ANY BROCHURE, PRESS RELEASE, ANNOUNCEMENT, ADVERTISEMENT, POINT OF SALE DISPLAY, ETC.).

YOU MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS IN THE APPLICABLE USER GUIDES AND/OR MANUALS ENCLOSED. IF YOU FAIL TO DO SO, THIS PRODUCT MAY NOT FUNCTION PROPERLY AND YOU MAY LOSE DATA OR SUFFER OTHER DAMAGES.

THIS WARRANTY WILL NOT COVER ANY SERVICE THAT IS REQUIRED, IN PART OR IN WHOLE, AS A RESULT OF ANY FAILURE TO FOLLOW THE SET-UP AND USAGE INSTRUCTIONS. THIS WARRANTY DOES NOT APPLY AND SHALL BE VOID AND UNENFORCEABLE IF THE PRODUCT IS OPENED, SERVICED, OR REPAIRED BY PERSONS OTHER THAN THOSE AUTHORIZED BY TOSHIBA TO SERVICE OR REPAIR THE PRODUCT. TOSHIBA, ITS AFFILIATES, ADRs, ASPs AND SUPPLIERS DO NOT WARRANT THAT OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED, ERROR FREE OR UNAFFECTED IN ALL CIRCUMSTANCES. TOSHIBA HEREBY ADVISES, AND THE CUSTOMER HEREBY ACKNOWLEDGES THAT INTERRUPTIONS, ERRORS AND OTHER EFFECTS (INCLUDING SLOW OR SLUGGISH PERFORMANCE, LOCK-UPS, FREEZES AND SHUTDOWNS) ARE COMMON FOR COMPUTER AND COMPUTER RELATED ACCESSORIES AND DO NOT NECESSARILY EITHER CONSTITUTE MATERIAL DEFECTS OR RESULT IN A FAILURE COVERED BY THIS LIMITED WARRANTY. IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART. *IN NO EVENT WILL TOSHIBA, Toshiba Client Solutions Co., Ltd. THEIR AFFILIATES, SUPPLIERS, ADRs OR ASPs BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES.* THIS LIMITATION APPLIES TO DAMAGES, COSTS OR EXPENSES 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, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER A STATUTE OR UNDER ANY OTHER LAW OR FORM OR ACTION, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT AND/ OR THE ENCLOSED USER GUIDES AND/OR MANUALS, EVEN IF TOSHIBA, OR AN AUTHORIZED TOSHIBA REPRESENTATIVE, ASP OR ADR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY (the foregoing damages, costs or expenses are collectively referred to below as the “Damages”). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS NOR LIMITATION OF DAMAGES FOR SOME PRODUCTS SO THAT THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY IN YOUR JURISDICTION.

#### DATA STORAGE MEDIA: PROTECTION OF DATA & INFORMATION

The only effective protection for any Operating System, software programs, data or information stored on any media or any part of any Product (collectively referred to as the “Data”) is the regular discipline of backing up the Data. Be sure to periodically back up Data. Before returning any Product for service, be sure to back up Data and remove any confidential, proprietary, or personal information. Always confirm whether the Data has been successfully backed up, copied or transferred. It is solely your responsibility to assure the back-up, integrity and security of any Data (as defined below). TOSHIBA, ASPs and ADRs are not responsible for any Damages whatsoever arising in connection with or as a result of: any Data that is altered, deleted, damaged, lost or in any way modified at any time, even if it results from a failure otherwise covered under this warranty or arises during or in connection with the repair or replacement of the Product; or any restoration or reinstallation of any Data other than software installed when the Product was manufactured. Hard disk drives that fail and need replacing under this warranty will be replaced with a blank hard disk drive of equal capacity and the original hard drive will become the property of TOSHIBA.

#### CRITICAL APPLICATIONS

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.

IF THE CUSTOMER USES THE PRODUCT IN ANY CRITICAL APPLICATION, THE CUSTOMER – AND NOT TOSHIBA, ITS AFFILIATES, ADRs OR ASPs – ASSUME SOLE AND FULL RESPONSIBILITY FOR SUCH USE. TOSHIBA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED IN A CRITICAL APPLICATION. TOSHIBA, ITS AFFILIATES, ADRs AND ASPs HEREBY DISCLAIM ANY AND ALL LIABILITY, DAMAGES AND CONSEQUENCES ARISING OUT OF THE SERVICE OR REFUSAL TO SERVICE SUCH PRODUCT AND FURTHER DISCLAIM ANY AND ALL LIABILITY, ONSEQUENCES AND DAMAGES THAT MAY ARISE OR RESULT FROM THE USE OF THE PRODUCT IN ANY CRITICAL APPLICATIONS.

#### OBTAINING SERVICE FOR PRODUCT

Customer is entitled to warranty repair service on TOSHIBA Products through TOSHIBA’s network of ASPs during the Limited Warranty Period. Please visit [pc.toshiba-asia.com](http://pc.toshiba-asia.com) for your nearest ASP. If Customer chooses to mail in Customer’s Product to an ASP, Customer must prepay any shipping charges, insurance, taxes or duties associated with transportation of the Product to and from the ASP location. Proof of purchase, in the form of sales receipt or invoice, is required when requesting for warranty repair service.

BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACKUP YOUR DATA AND REMOVE ANY ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, POWER CORDS, CD’S, DISKETTES, PC CARDS, ETC. TOSHIBA SHALL NOT BE RESPONSIBLE AND FULLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACCESSORIES OR DATA SHIPPED WITH THE PRODUCT.

#### GENERAL PROVISIONS

If any provision of this limited warranty should be found to be unenforceable, the unenforceable provision shall be severed from the warranty and deemed not to form part of the warranty. The remaining provisions of this warranty shall be and remain valid and enforceable.

If there is any inconsistency between this limited warranty, on the one hand, and any statement in the packaging of the Product or in any other document enclosed with, or used in the context of the promotion or sale of, the Product, on the other hand, the provisions of this limited warranty shall prevail.

### 标准有限保修

感谢您购买东芝终端解决方案亚洲私人有限公司（以下称为“TOSHIBA”）的东芝产品（以下称为“产品”）。东芝集团公司（“东芝”）为移动计算领域的世界领先企业，以其先进技术和高度关注设计细节而著称。东芝致力于提供优质产品，确保客户满意度达到最高水平。TOSHIBA 持续承诺向客户提供1年本地保修。

#### 您的有限保修事项

自购买之日起的（1）年内（“保修期”），TOSHIBA 保证本产品在日常及正确使用 的情况下，不会出现造成产品故障之工艺和材料上的缺陷。本保修仅在原购买国有效。本保修仅适用于客户自用产品（而非再次出售）以及直接购自 TOSHIBA 或 TOSHIBA 授权分销商、经销商或零售商（“ADR”）当日未拆封的全新产品。

如果产品在上述保修期内出现故障，TOSHIBA 将自行决定免费修理有缺陷的零件或将其更换为全新或经重新认证的零件。经重新认证的零件具有与原配零件相同的性能。由 TOSHIBA 或其授权服务供应商（“ASP”）更换的所有原配零件和产品，均属 TOSHIBA 财产。您需要按照当前汇率支付超出本保修范围以外的任何维修、修理或更换费用。无论出于何种目的，ADR 和 ASP 不会视为、也不应视为 TOSHIBA 的代理商。

您可能需要出示购买凭证，作为接受维修服务的条件

维修 / 保修除外责任一本保修未涵盖的事项有哪些？

本有限保修明确排除、且未涵盖下列事项：

- 因意外事故、误用、滥用、潮湿、液体、灰尘、污垢、疏忽、意外事故、损坏、安装不当、操作不当、清洁不当、维护不当、正常磨损或 TOSHIBA 无法控制的其它任何事件、行为或疏漏而导致的必要维修、修理或更换
- 更换丢失零部件，提供翻新或预防性维护。
- 安装或拆卸翻新附件、外围设备或产品的计算机系统可能是其中一部分
- 因任何外围设备造成、或与之相关、连接不当而导致的必要维修、修理或更换
- 软件、软件故障或软件更换或修复
- 电池、交流适配器、外盖、塑料件或内饰或外饰等装饰性零部件之修理或更换。
- 修理仅属于装饰性或不影响产品功能的损坏，如磨损、划痕、凹陷以及划伤、褪色或变色的键帽。
- 因火灾、失窃、天灾、改装、非 TOSHIBA 提供之软件或硬件导致的问题、停电、电涌或供电短缺、雷电、其它电力故障等任何外力而导致的必要维修，或者未经 TOSHIBA 授权的人员对产品所做之修理、改造或更换
- 在原购买国以外区域购买的产品之维修
- 第三方产品之维修或使用不兼容的第三方产品而导致的必要维修

- 使用或安装非东芝改造产品而导致的必要维修
- 东芝标签或标志、额定值标签或序列号已涂改或撕除之产品的维修
- 现场维修和产品修理
- 未遵守规范、用户手册或使用和 / 或保管指南而导致的产品损坏
- 未经 TOSHIBA 书面批准的产品改造

#### 免责声明与有限补救

在法律允许范围内，本产品的所有其它明示或默示保修，包括适销性的默示保证以及针对某一特定用途的适用性均在此被拒绝且不在内。如果适用法律禁止排除任何默示保证，则此类默示保证仅限定在该明示书面有限保修条款内。无论由 TOSHIBA、其分支机构、ADR 和 ASP 口头或书面（包括任何宣传册、出版物、通告、广告、现场销售等任何声明）作出，该书面保修均优先于并专门排除其它保修或本保修中未陈述之说明。

您必须阅读并遵守用户指南和 / 或随附手册中的一切设置与使用说明。如果不遵守，本产品可能无法正常运行，您可能会丢失数据或遭遇其它损坏。

本保修未涵盖因未遵守设置和使用说明而部分或全部导致的任何必要维修。如果本产品已拆封、启用或由未经 TOSHIBA 授权的修理人员对产品进行维修或修理，本保修不适用、视为无效且无法执行。TOSHIBA、其分支机构、ADR、ASP 和供应商无法保证在所有情况下，本产品均连续、无误差或不受影响的运行。TOSHIBA 在此建议，您在此承认中断、误差和其它影响（包括性能缓慢或迟钝、锁定、冻结和死机）为计算机及其相关附件的普遍问题，未必是构成材料缺陷或本有限保修涵盖的故障所导致。如果本产品按照上述保证无法运作时，您应采取的唯一补救措施是修理或更换有缺陷的零件。在任何情况下，TOSHIBA、东芝终端解决方案有限公司、其分支机构、供应商、ADR 或 ASP 均不对您或任何第三方的任何损坏负责。该局限性适用于任何类型的损坏、成本或费用，包括 (1) 您的记录、程序、数据或可移动存储媒介发生损坏、丢失，或 (2) 任何直接或间接损害、利益损失、储蓄损失或其它特殊的、偶然的、处罚性的或间接而生的损害，无论是否违反保修条款、违反合同、侵权行为（包括疏忽）、法规或其它任何法律或形式或行为范围内、或无论是否因使用或无法使用该产品和 / 或随附用户指南和 / 或手册而造成的，即使 TOSHIBA、或 TOSHIBA 授权代表、ASP 或 ADR 已被被告发生此等损害的可能性，或已被其他方声明亦然（上述损坏、成本或费用，下文统称为“损坏”）。某些管辖机构不许排除某些产品的默示保修或限制默示保修期限或损坏限制，从而使您所在辖区不适用上述例外情形或限制。

请务必定期备份数据。在将任何产品交付维修前，请务必备份数据以及清除任何机密性、专属性或个人信息。经常确认数据是否成功备份、复制或转移。您全权负责确保（下述）任何数据的备份、完整性及安全性。因与数据改变、删除、损坏、丢失或随时以任何形式修改有关或造成的任何损坏，TOSHIBA、ASP 和 ADR 概不负责，即使该损坏是由本保修涵盖的故障所造成、或者产品修理或更换期间或与之有关时出现；或产品生产时所安装软件以外的任何数据恢复或重新安装所造成时亦然。发生故障且在本保修范围内需要更换的硬盘驱动，将更换为同等容量的空白硬盘驱动，原配硬盘驱动属 TOSHIBA 财产。

#### 重要应用情况

您购买之产品并非设计用于任何“重要应用情况”。“重要应用情况”是指生命维持系统、医疗应用、植入医疗装置之连接、商用运输、核能设备或系统或产品发生故障时可能造成人体受伤、死亡或重大财产损失之其它任何应用情况。

如果您于任何重要应用情况使用产品，而使用之责任将由您而非 TOSHIBA、其分支机构、ADR 或 ASP 独自全部承担。TOSHIBA 有权拒绝对您用于重要应用情况之任何产品进行维修。TOSHIBA、其分支机构、ADR 或 ASP 在此拒绝承担因维修或拒绝维修该产品所引起的任何和全部责任、损坏及后果，并进一步拒绝因在任何重要应用情况中，使用该产品所引起的任何和全部责任、损坏及后果。

#### 获取产品维修服务

在有限保修期内，您有权通过 TOSHIBA 网络获得 TOSHIBA 产品的保修维修服务。请登录 [pc.toshiba-asia.com](http://pc.toshiba-asia.com)，查询距离最近的授权服务供应商（ASP）。如果您将您的产品邮寄给 ASP，您必须承担产品往返 ASP 相关的任何运费、保险费、税金或关税。申请保修维修服务时，需要出示收据或发票的购买凭证。

在将任何产品交付维修前，请务必备份您的数据，并拆下任何附件，包括但不限于电源线、CD、磁盘、PC 卡等。东芝对与产品一起运送的任何附件或数据概不负责，并完全拒绝承担任何及一切责任。

#### 一般条款

如果发现本有限保修的任何条款无法执行时，应将该无法执行的条款从保修中分离，且不视为保修条款的组成部分。本保修的剩余条款依然有效并可执行。

如果本有限保修与产品包或后附或产品促销 / 销售时所使用的其它任何文件中任何陈述不一致，应以本有限保修条款为准。

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