TOSHIBA

TERMS AND CONDITIONS OF TOSHIBA BARCODE PRINTER VOLUNTARY WARRANTY

- Toshiba (Australia) Pty Limited, ABN 19 001 320 421, of Building C, 12-24 Talavera Road, North Ryde, NSW 2113, (Toshiba) warrants that this product will be free of defect from materials and workmanship for a period of 12 months from the date of purchase. In order to use the voluntary warranty you must retain your purchase receipt as proof of purchase of the product.
- Subject to the conditions of this warranty set out below Toshiba or its Authorised Service Centre will service the product without charge for parts or labour if, in the opinion of Toshiba, the product is found to be faulty within the warranty period.
- 3. The Voluntary Warranty only applies:
 - to Toshiba products purchased in Australia or New Zealand from Toshiba or its Authorised Dealers; and
 - II. where the product is used and serviced within Australia or New Zealand; and
 - III. the product maintenance and service is carried out by a Toshiba Authorised Service Centre; Or Authorised Onsite Service; and
 - a valid proof of purchase is presented when the warranty service is requested; and
 - V. the product has been installed and used in accordance with the manufacturer's recommendations (as noted in the operating instructions) under normal use and with reasonable care.
- 4. The Voluntary Warranty covers Spare Parts for 12 months, the printer battery for 12 months and the Platen roller for 12 months from the date of purchase and conditionally covers the Print head if it is used with a Toshiba printer and an approved Toshiba ribbon.
 - Printers B-SA4T, B-852, B-SX8, B-EX4T2, B-EX4D, B-SX4, B-SX5 the Print head and Platen roller are covered for 12 months from the date of purchase or 50KM of print if approved Toshiba thermal ribbon is used; whichever is earlier.
 - Printers DB-EA4D, B-EP, B-EV, B-FV the Print head and Platen roller are covered for 12 months from the date of purchase or 25KM of print if approved Toshiba thermal ribbon is used; whichever is earlier.
 - iii. Printer B-EX4T1 the Print head and Platen roller are covered for 12 months from the date of purchase or 100KM of print if approved Toshiba thermal ribbon is used; whichever is earlier.

- iv. Printers DB-EA4D, B-EP, B-EV, B-FV the Print head and Platen roller are covered for 12 months from the date of purchase or 25KM of print if approved Toshiba thermal ribbon is used; whichever is earlier.
- Printer B-EX4T1 the Print head and Platen roller are covered for 12 months from the date of purchase or 100KM of print if approved Toshiba thermal ribbon is used; whichever is earlier.
- Excludes all cost associated with the installation, de-installation or re-installation of a product, including costs related to the mounting, de-mounting or remounting of any screen, (and any other ancillary activities), delivery, handling, freight, transportation or insurance of the product or any part thereof.
- 6. Repair or replace the faulty parts within the Products to original specification, during the Term stated for the model, using new or refurbished parts, solely at Toshiba's discretion. Where refurbished parts are used, the warranty on the refurbished part and labour will be the balance of the product warranty, or 90 days, whichever is greater.
- The Voluntary Warranty valid to the person or organisation who is named on the original sales receipt (proof of purchase), and cannot be transferred to a subsequent owner.
- You are required to deliver and pick up your Barcode Printer to and from Toshiba Australia's National Repair Centre at your expense. See "To obtain warranty service" section for more detail.
- The targeted Toshiba National repair Centre warranty Repair time is 5 working days, intermittent faults must be replicated to confirm that the fault is related to this Warranty.
- 10. Under the Voluntary Warranty entitlement, and during the Voluntary Warranty 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.

Warranty Exclusions

The Voluntary Warranty shall not apply to certain damages, goods or cases, including without limitation, those set forth below:

- 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 Information Technology (IT) industry and are not specific to Toshiba products.
- The Thin Film Transistor (TFT) display may present up to 6 non-conforming pixels, (bright or dark spots) representing less than 0.003% error rate.
- Assistance to install, configure or troubleshoot the Product, any software application, or any third party device. (However this type of service may be available from the Toshiba National Support Centre at their prevailing rates).
- 4. Replacement or furnishing of items considered of a consumable nature.
 - I. Ribbons
 - II. Label Media
 - III. RFID tags
 - IV. Other printed media
 - V. Thermal paper
- 5. Rectification of software faults or updating of machine BIOS.
- Damage, delay or any action by any party not authorised to perform warranty repair on the Product.
- Damage caused by improper installation or improper connection to any device (AC power, LAN, modem point, Printer, etc.)
- Damage caused by an external electrical fault or any accident, or use of incorrect data cabling.
- Damage caused by accident, intentional or accidental misuse, abuse, neglect or improper maintenance, use under abnormal conditions, including fracture of the LCD glass, touch panel or casework, cables, AC adaptors, covers, plugs and latches.

- 10. Damage from use outside usage or storage parameters set forth in the user guide, supplied with each Product. This includes fluid, dust or insects ingress of any kind (including damage from condensation), and damage from shock or restriction of airflow. Fluid, dust or insect ingress will void this warranty.
- 11. Damage from use of parts not manufactured or sold by Toshiba Australia.
- Damage to or loss of any programs, data or removable storage media, or costs of recovering such programs or data..
- Costs associated with the de-installation and re-installation of the Product is not under this warranty.
- 14. Consequential or other damages of any kind that may occur during repair or replacement.
- $15. \ \ \, \text{Product purchased from anyone other than Toshiba or a Toshiba Authorised Reseller}.$
- 16. Modifications to Product not approved in writing by Toshiba Australia.
- 17. Service made necessary by use of incompatible third party products.

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

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To Obtain Service

- We suggest you first read the owner's manual to confirm that there is no action which you need to take first to rectify whatever problem you are experiencing.
- Seek technical support and/or assistance from Toshiba Australia or your Authorised Toshiba reseller
- If you need further assistance to obtain service and repair of the Product, you can contact
 Toshiba's National Call Centre in Australia and New Zealand on the following number:
 +611300887600 between 8:30AM and 5:00PM (AEST) Monday to Friday, excluding
 national public holiday or e-mail natservice@toshiba-tap.com.
- 4. When contacting Toshiba you must provide the serial number and model number of the Barcode Printer and a description of the warranty problem. On initial contact by the entitled customer, Toshiba will provide troubleshooting telephone support in order to effect rectification of the problem, provided this problem is deemed to be within the terms and conditions of the warranty.
- Any service outside the scope of this warranty shall be at Toshiba's National Repair Centre rates and terms then in effect. Toshiba recommends you confirm these rates and terms prior to signing any repair agreement.
- If warranty service is required you will be advised of Toshiba Authorised Service Centre locations. Please note that all freight and insurance charges to and / or from your nearest Authorised Service Centre must be arranged by you.
- You must include the power pack (if your machine has one) and the labels/ribbons that you have been using with the machine.

If the warranty service provided does not meet the offer outlined in this document, please detail your concerns to Customer Relations, Electronic Imaging Division, by a letter addressed to the below or email:

Toshiba (Australia) Pty Limited EID Customer Relations PO BOX 350 NSW 1670 Australia

or

Toshiba (Australia) Pty Limited (Head Office) EID Customer Relations Building C, 12-24 Talavera Road North Ryde NSW 2113, Australia

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 warranty is in addition to and does not limit your rights with respect to the Australian Consumer Law (in Australia) or Consumer Guarantees Act (in New Zealand).

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 above. Subject to such legislation and to the Warranty contained in this statement 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.

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 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.