

# LIMITED WARRANTY STATEMENT

## for TOSHIBA home entertainment

### Television and DVD players/recorders (AV Product)

#### GENERAL TERMS

This limited express warranty (Warranty) applies to Toshiba branded Television receivers & home entertainment DVD players/recorders ("AV product") sold by Toshiba (AUSTRALIA) Pty Limited ("Toshiba") through its authorised resellers and distributors, and applies only to AV product that is new on the date of purchase and for which you have an invoice showing proof of purchase.

Toshiba expressly warrants this Toshiba AV product to be free from operational defects in workmanship and materials for a period described in the Warranty periods section below.

If you are in doubt as to the Warranty period relevant to your AV product, refer to either the Product brochure or Toshiba's Australian Website ([www.toshibaav.com.au](http://www.toshibaav.com.au)), or contact Toshiba on 13 30 70.

This Warranty does not include remedy of failure caused by poor signal, improper setup, installation, operation, cleaning or maintenance, accidental damage, misuse, abuse, non-Toshiba modifications to the AV product, normal wear and tear or display image burn or shadowing, defects advised at the time of sale, or any other event, act, default or omission outside Toshiba's control.

#### Warranty Periods

##### Television Receivers

- (a) Cathode Ray Tube type, (CRT), including CRT Rear Projection:
- (b) Liquid Crystal Display type, (LCD), including LCD Rear Projection:
- (c) Plasma type:
- (d) CM series Digital Light Processing, (DLP), Rear Projection: (model designation xxCM9UA)
- (e) Televidoes: (Television receiver & DVD player/recorder in a single chassis).

have;

Parts & labour warranty for 2 years from the date of purchase for home use, with the exception of Remote Controls & lamps whose warranty is 1 year, and remote control batteries which are excluded as consumable items.

or,  
Parts & labour warranty for 1 year from the date of purchase for commercial use, with the exception of Remote Controls & lamps whose warranty is 6 months, and remote control batteries which are excluded as consumable items.

Free in-home pickup & return service will be made for all Television Receivers which have a screen size 37"/96cm or larger and the pickup address is within 15km of a Toshiba AV Authorised Service Centre, and the AV product is readily and safely accessible for removal. A travel fee will be charged on service calls outside the 15km limit, or the owner may arrange transport, at the owner's sole risk and expense, to the authorised service centre.

##### Video Players & Recorders

- (a) Digital Versatile Disc, (DVD) players & recorders, Portable DVD players, DVD Home Theatre systems, Set Top Boxes & Personal Video Recorders, (PVR).

have;

Parts & labour warranty for 1 year from the date of purchase, for home use, with the exception of remote control batteries, which are excluded as consumable items.

or,  
Parts & labour warranty for 6 months from the date of purchase, for commercial use, with the exception of remote control batteries, which are excluded as consumable items.

##### (b) High Definition DVD, (HD DVD) players and recorders

Parts & labour warranty for 2 year from the date of purchase, for home use, with the exception of Remote Controls whose warranty are 1 year and remote control batteries, which are excluded as consumable items.

or,

Parts & labour warranty for 1 year from the date of purchase for commercial use, with the exception of remote control batteries, which are excluded as consumable items.

#### WHAT IS COVERED UNDER THE WARRANTY

1. If any genuine and unaltered part within the AV product fails during normal and proper use within the Warranty period stated for that model, Toshiba will, at its option, either repair or exchange the faulty part, using new or refurbished parts; or exchange the AV product (in both cases, for an item that is functionally equivalent to that originally supplied, or better); or refund the cost of the AV product.
2. Unless otherwise advised in writing, Toshiba will choose to repair or exchange faulty parts. Repaired or exchanged items are warranted for the longer of the balance of the original product Warranty or 90 days.
3. All parts removed for exchange become the property of Toshiba.
4. This Warranty is personal to the person or organisation named on the original sales receipt (proof of purchase), and is not transferable to a subsequent owner.
5. If your AV product is a Video Player &/or Recorder, or a Television Receiver of less than 37"/96cm screen size, you are required to deliver and pickup your AV product to and from a Toshiba AV authorised service centre at your expense. See Obtaining Warranty Service section for more detail.
6. If free in-home pickup & return applies to your AV product, you are required to contact Toshiba to arrange this service using Toshiba's AV authorised service centre, Toshiba will not accept charges or liability for any freight arranged by you.
7. The targeted Warranty repair time is 5 working days in depot, subject to the AV authorised service centre's ability to replicate the fault, and parts/labour availability. Intermittent faults must be replicated to confirm that the fault is related to the AV product and covered by this Warranty.
8. This Warranty is only valid within Australia, This Warranty is valid only for Toshiba AV products distributed by Toshiba, and applies only to AV products which are new on the date of purchase and accompanied by a proof of purchase, or evidence of supply from Toshiba.

#### WARRANTY START DATE.

The Warranty period starts at one of the following instances, provided valid documentation can be produced to substantiate the claim.

1. The date of purchase from an authorised Toshiba Reseller. Your dated sales or delivery receipt, showing product code and serial number, is your proof of purchase date.
2. In the event that proof of purchase cannot be provided, the date which Toshiba shipped the product to the authorised reseller will be the effective start of the warranty period (warranty entitlement).

#### WHAT IS NOT COVERED BY THE WARRANTY

The Warranty by Toshiba shall not apply to certain damages, goods or cases, including without limitation, those set out below:

1. Limitations in technology. There is technology limitations on some of the devices used in this Product. These limitations are common or are defined standards within the Home Electronics & IT Industry and are not specific to Toshiba products.
  - The TFT display may present up to 6 non-conforming pixels, (bright or dark spots) representing less than 0.0003% error rate.
  - Avoid displaying PROLONGED STATIC IMAGES, as these may create an image burn in the display panel, this is not a manufacturing fault.
  - The DVD player may not play certain DVD movie titles due to DVD regionalisation or other security levels set by the original title (movie) producer. Please refer regionalisation enquires to

your title supplier. DVD & HD DVD players will accumulate dust around the laser reader that will affect the player's performance over time. This is not a fault, but requires routine maintenance by the user using non-abrasive cleaning media and by following the media supplier's instructions.

These cases are a limitation of technology and do not represent a defect in the AV product. Refer to owner's manual & Toshiba's website, Limitation of Technology page, for more detailed information.

2. Calls to attend or request for service assistance to install, configure or adjust the AV product, where that adjustment is identified in the User manual supplied with the AV product, or arises from inadequate antenna signal, antenna & cable faults, interference from other devices or cables, or where no fault is found in the AV product, will be chargeable to the user at Toshiba's or the AV Authorised Service Centre's prevailing rates, this includes telephone support beyond 90 days from the date of purchase. Please refer to the Support section of Toshiba's website for details.
3. Replacement of any batteries or damage from battery leakage.
4. The expense of the service call where no fault is found, or in the event an appointment is made for service and the owner or nominated person is not in attendance at the negotiated time. This expense may be charged at the AV Authorised Service Centre's prevailing rates.
5. Damage, delay or any action by any party not authorised to perform Warranty repair on the Product. Please refer to the Support section of the website for authorised service providers or ring the Toshiba Service Centre.
6. Damage caused by improper installation or improper connection to any device; (antenna, ac power, home theatre system, set top box, mounting bracket, furniture etc.).
7. Damage caused by an external electrical fault, power surge, or use of incorrect cabling. Damage or loss caused by accident, intentional or accidental misuse, abuse, neglect or improper maintenance, use under abnormal conditions, including fracture or bruising/bleeding of any glass or display panel (including LCD/Plasma display, casework, cables, adaptors, covers, plugs and latches. This includes fluid ingress of any kind (including damage from condensation), foreign objects or infestation, and damage from shock or restriction of airflow, or external heat.
8. Damage from use outside usage, installation & mounting parameters set out in the user guide, supplied with each Product, and available on the Toshiba Australia website ([www.av.toshiba.com.au](http://www.av.toshiba.com.au)).
9. Damage from use of parts not manufactured or supplied by Toshiba.
10. Damage to or loss of any programs or, data, or costs of recovering such programs or data.
11. Consequential or other damages of any kind that may occur during repair or replacement.
12. Costs associated with the de-installation and re-installation of the AV product is not provided under this Warranty.
13. AV product purchased from anyone other than Toshiba or a Toshiba authorised Reseller.
14. Modifications to AV product not approved in writing by Toshiba.
15. Service made necessary by use of incompatible third party products.
16. Service of an AV product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed.
17. **FORCE MAJEURE.** Toshiba will not be responsible for any failure to perform due to causes beyond its 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.

#### ADDITIONAL CARE RECOMMENDATIONS

You should;

1. Read and follow all care instructions provided with your AV product.
2. READ and OBSERVE all conditions for mounting the AV product on furniture or walls. Failure to do so may cause the AV product to fall and be damaged. If in doubt contact your reseller for a suitable installation professional, who can provide this service for a fee.
3. DO NOT CLEAN THE TELEVISION GLASS PANEL with anything other than a soft cloth that has been dampened with a weak mixture of mild detergent & water. (Squeeze the cloth until no water is expelled). Use of stronger cleaning agents risks damaging the

glass coating and causing a blotching effect, which is not covered under warranty.

4. IF PURCHASING THIS AV PRODUCT FOR COMMERCIAL USE, discuss your usage patterns with an AV authorised service centre to determine if a preventative maintenance program should be purchased to support your requirements. This is especially important where this AV product is used in a tropical environment, or if the Product is subject to routine movement.

#### 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 Warranties referred to in this booklet. Subject to such legislation and to the express warranties 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 products or your use of them (including but not limited to loss of profits and incidental or consequential loss or damage).

#### 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. See Toshiba's Web site for more information. (Address details further in this document).

#### TO OBTAIN WARRANTY SERVICE

1. Read the owner's manual before operating.
2. Contact your Reseller and discuss the problem to eliminate issues related to setup, cables or connected devices. You will be referred to Toshiba if the Reseller determines the problem is related to warranty.
3. If your Reseller is unable to assist you, call Toshiba's Service Centre within the Warranty period and no later than 30 days after the discovery of the claimed defect (whichever is the earlier).
4. If you ring Toshiba's Service Centre, a Support Representative will help you to diagnose the problem and identify the most likely method for remedy, including a suitable AV authorised service centre.
5. Toshiba maintains a record of warranty entitlement for all AV products shipped and this will be used to validate your end warranty date. If you disagree with Toshiba's identification of warranty entitlement, you must provide proof of purchase before any warranty service can be performed.
6. If you transport or courier the AV product in for service, you agree to insure the AV product, prepay any shipping charges (both ways), and to adequately protect the AV product from damage during shipment by using the original shipping container or equivalent packaging.

Any service outside the scope of this Warranty shall be at Toshiba's or the AV authorised service centre's rates and terms then in effect. Toshiba recommends you confirm these rates and terms prior to signing any AV authorised service centre repair or quote agreement.

#### CONTACTING TOSHIBA ONLINE SUPPORT

Technical support is available electronically on Toshiba's web site [www.toshibaav.com.au](http://www.toshibaav.com.au) Here you will find answers to many frequently asked technical questions. Additionally, you can obtain a listing of the authorised service centre nearest you.

#### TOSHIBA SERVICE CENTRE - 13 30 70

Specialist staff provides setup assistance in the first 90 days of purchase and telephone analysis of warranty related issues for the entire warranty period, during normal business hours, 5 days a week.

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

- Product serial number and part number
- Applicable error messages or problem description

#### COMPLAINTS.

If the warranty service provided does not meet the offer outlined in this document, please detail your concerns in writing to AV Service Complaints, Information Systems Division, Toshiba (Australia) Pty Limited, PO Box 350 North Ryde, NSW, 1670, Australia.