

SelectServ Programs Agreement

A. Toshiba's Responsibilities

This SelectServ Program Agreement ("Agreement") is made by and between Toshiba Singapore Pte Ltd ("Toshiba") and the customer identified on the "SelectServ Registration Card" ("SRC") which accompanies this Agreement ("Customer"). The Toshiba computer(s) product(s) identified on the SRC (the "Product(s)") are subject to these terms and conditions. During the term of a SelectServ Program, Toshiba will provide, through, its network of Authorized Service Providers ("ASPs"), or on-site field technicians, all parts and labor, as provided below, necessary to restore the Product to working order in accordance with factory specifications in effect at the time the Product was purchased. The Customer is entitled only to the services identified on the SRC for Products purchased.

B. Eligibility

1. Customer must purchase the SelectServ Program(s), prior to expiration of the Standard Limited Warranty supplied with the Product at the time of initial purchase of the Product in new condition by the original owner.
2. The SelectServ Program(s) must be registered with Toshiba in order for Customer to be entitled to the services identified on the SRC. Toshiba reserves the rights to nullify any unregistered SelectServ Program(s). Entitlement of SelectServ Program(s) will occur upon valid registration of the SelectServ Program(s) with Toshiba. Details of entitlements can be found in Toshiba website at <http://pc.toshiba-asia.com/support/warrantylookup.html>.

C. Terms

1. For the International Limited Warranty Extension Program and Local Limited Warranty Extension Program, the term of these SelectServ Program(s) begins on the date that the Standard Limited Warranty expires and ends on the "Valid Thru" date as shown in the Toshiba website at <http://pc.toshiba-asia.com/support/warrantylookup.html>.
2. For all other SelectServ Programs covered by this Agreement, the term of the SelectServ Program begins on the date the Product was purchased by the original owner in new condition and expires on the "Valid Thru" date as shown in the Toshiba website at <http://pc.toshiba-asia.com/support/warrantylookup.html>.

D. How To Obtain Service

To obtain service and repair for the Product, contact the nearest ASP with the serial number, model and location of the Product, and a description of the problem. For a list of ASP worldwide please visit <http://pc.toshiba-asia.com/support/providers.html>.

E. SelectServ Programs

(Refer to SRC to determine which SelectServ Program(s) applies to the Product.)

1. **International Limited Warranty Extension Program.** The terms and conditions of the Standard Limited Warranty, supplied with the Product at time of initial purchase of the Product in new condition by the original owner, are continued until the "Valid Thru" date as shown in the Toshiba website at <http://pc.toshiba-asia.com/support/warrantylookup.html>.
2. **Local Limited Warranty Extension Program.** The terms and conditions of the Standard Limited Warranty, supplied with the Product at time of initial purchase of the Product in new condition by the original owner, are continued until the "Valid Thru" date as shown in the Toshiba website at <http://pc.toshiba-asia.com/support/warrantylookup.html>. This program is only applicable within the original country of purchase of the Product.
3. **ScreenGuard Program.** For the ScreenGuard Program, Customer must purchase this program at the time of initial purchase of the Product in new condition by the original owner. Toshiba will repair or replace only accidental damaged Liquid Crystal Display Module up to one (1) time per year of coverage. Customer may process the claim through Toshiba Global Support Centre at Tel: +65 6744 7717.

It is the sole responsibility of the Customer to pack and arrange for the shipment and collection of the Product from the ASP's premises. Repair times may vary between different ASPs; Toshiba makes no commitment with respect to the time a repair by ASP will take.

ScreenGuard Program must run concurrently with the Product's Standard Limited Warranty and SelectServ Limited Warranty Extension Programs only, if any.

ScreenGuard coverage does not include loss or damage caused by abuse/intentional acts or external causes, including fire, theft and acts of God, or cosmetic damage not affecting functionality.

ScreenGuard is valid only in the original country of purchase of the Product.
4. **SystemGuard Program.** For the SystemGuard Program, Customer must purchase this program at the time of initial purchase of the Product in new condition by the original owner. Toshiba will repair or replace only accidental damages to the Product up to one (1) time per year of coverage. Customer may process the claim through Toshiba Global Support Centre at Tel: +65 6744 7717.

It is the sole responsibility of the Customer to pack and arrange for the shipment and collection of the Product from the ASP's premises. Repair times may vary between different ASPs; Toshiba makes no commitment with respect to the time a repair by ASP will take.

SystemGuard Program must run concurrently with the Product's Standard Limited Warranty and SelectServ Limited Warranty Extension Programs only, if any.

SystemGuard coverage does not include loss or damage caused by abuse/intentional acts or external causes, including fire, theft and acts of God, or cosmetic damage not affecting functionality. All optional accessories and software are also excluded from this program.

SystemGuard is valid only in the original country of purchase of the Product and it is not transferable.

An excess of SGD300 will be imposed per claim.
5. **TheftGuard Program.** For the TheftGuard Program, Customer must purchase this program at the time of initial purchase of the Product in new condition by the original owner. The TheftGuard Program is only valid for one (1) claim. Once claimed, the program will be deemed consumed and will cease to be effective.

Toshiba reserves the rights to replace the stolen Product of equivalent or better specification upon the provision of a Police Report within 14 days from the date of occurrence. Police Report and proof of forcible and violent of entry will be verified with the issuing office before the claim can be processed. The place of occurrence of the stolen Product must be at original country of purchase of the Product.

Customer may process the claim through Toshiba Global Support Centre at Tel: +65 6744 7717.

TheftGuard Program must run concurrently with the Product's Standard Limited Warranty and SelectServ Limited Warranty Extension Programs only, if any.

TheftGuard coverage does not include damage caused by abuse/intentional acts or external causes, including fire, acts of God, or cosmetic damage not affecting functionality and any unexplained or mysterious disappearance.

TheftGuard is valid only in the original country of purchase of the Product and it is not transferable.

Warranty coverage of the replacement product will continue from that of the stolen Product.

An excess of SGD500 will be imposed per claim.

6. **SystemGuard Plus Program.** For the SystemGuard Plus Program, Customer must purchase this program at the time of initial purchase of the Product in new condition by the original owner.

SystemGuard Plus Program is a combination of SystemGuard and TheftGuard Programs.

All terms and conditions of the SystemGuard and TheftGuard Programs apply.

F. Service Exclusions and Conditions

1. This Agreement excludes:
 - a. Service made necessary by accident, misuse, abuse, neglect, improper installation, or improper maintenance (except as provided otherwise under SystemGuard and SystemGuardPlusCoverage);
 - b. Replacement of missing parts, the provision of retrofits, or preventive maintenance;
 - c. Installation or removal of accessory retrofits, peripheral equipment or computer systems of which the Product may be a part;
 - d. Replacement or fixes of software;
 - e. Repair or replacement of batteries, cover, plastics, or appearance parts such as interior or exterior finishes or trim;
 - f. 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, surges or shortages, lightning, or repairs by persons other than those authorized by Toshiba to service the Product;
 - g. Service on third party products or service made necessary by use of incompatible third party products;
 - h. Service of Product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed;
 - i. On-site service and repair of the Product;
 - j. Damage caused by use of the Product outside the usage or storage parameters set forth in the Product User's Guide;
 - k. Modifications to the Product not approved in writing by Toshiba.
2. The only effective protection for the data stored on a computer, such as on a hard drive, is a regular program of data backup. Toshiba disclaims responsibility for any lost, damaged, or destroyed software program, data or other information stored or residing on any media or any part of the Product covered by this Agreement, including without limitation, deletion or alteration of the contents of the hard drive or data storage media which may occur during service of the Product.
3. If Customer authorizes Toshiba to perform any services excluded under SelectServ Program, Customer shall pay standard repair fees for such work.
4. If a reported problem cannot be reproduced during service, Toshiba may charge the Customer for labor costs incurred.
5. Toshiba's sole obligation under this warranty shall be, at its option, to repair or replace the Field Replaceable Unit (hereinafter called the "FRU") with new or qualified used FRU at its option, in event of any failure or defect covered under the Warranty arising during the warranty period.
6. Any FRU repaired or replaces under the Warranty shall be subject to the balance of the original warranty period applying to the Product.
7. Any FRU replaced under Warranty shall become property of Toshiba.

G. Limitation of Liability

1. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM LIABILITY OF TOSHIBA, ASP AND TOSHIBA'S SUBCONTRACTORS FOR DAMAGES RELATING TO THE SERVICES RENDERED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL MONIES PAID BY CUSTOMER FOR THE SELECTSERV PROGRAM(S). THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF LEGAL ACTION.**
2. **REPAIR, REPLACEMENT, OR REFUND OF THE SELECTSERV PROGRAM PRICE, ARE THE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT. TOSHIBA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS AGREEMENT.**
3. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOSHIBA, ASP OR TOSHIBA'S SUBCONTRACTORS SHALL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, DELAY IN FURNISHING SERVICES, OR FAILURE TO FURNISH SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA OR SOFTWARE, LOSS OF USE OR LOST PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF TOSHIBA OR ASP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
4. **CRITICAL APPLICATIONS. THE SELECTSERV PROGRAMS ARE NOT INTENDED FOR PRODUCTS USED IN 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 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 SUCH PRODUCT.**

H. General

1. Nothing in this Agreement, or in a SelectServ Program, shall be construed as a Product warranty, or as a change or modification to the Standard Limited Warranty which was originally supplied with the Product.
2. Toshiba may subcontract the services provided under any SelectServ Program without notice to Customer.
3. This Agreement is the complete and exclusive agreement between Toshiba and Customer relating to the subject matter hereof. Any statements or representations made by resellers, ASPs or others that are inconsistent with this Agreement shall not be binding upon Toshiba. No amendment or modification shall be binding unless made in writing and signed by an authorized representative of Toshiba.
4. Toshiba shall not be liable for delay in furnishing or failing to furnish service if such delay or failure is caused by an act of God, strike, governmental action or any other cause beyond Toshiba's immediate control.
5. 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.
6. Toshiba reserves the right to discontinue the services described in this Agreement and to modify the terms and conditions of the services, including prices, at any time without prior notice.

TOSHIBA GLOBAL SUPPORT CENTRE
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Warranty Programs