

Toshiba Accidental Damage Protection Program

Let us help you protect your assets for the unexpected.

Is your laptop your most valuable tool? It deserves Toshiba Protection. We will repair your product if accidentally damaged at no further cost to you.

Period	Valid for 3 years starting from the purchase date of your Toshiba product
Compatibility	Compatible with Toshiba Enterprise Laptops, Tablets and other computing devices
Purchase Period	Must be purchased at the time of initial purchase of the Product in new condition by the original owner.
Country Coverage	Contact your local Toshiba Enterprise Consultants
Specifications	Only available in the country where it was purchased
Activation	The service needs to be activated within 30 days following procurement.
Availability	Monday to Friday from 9 a.m. to 5 p.m. local time, excluding public holidays

TOSHIBA ACCIDENTAL DAMAGE PROTECTION PROGRAM TERMS & CONDITIONS

A. THE PROGRAM:

Toshiba Accidental Damage Protection Program (hereinafter referred to as "Program") is an enhanced local warranty coverage on top of the Standard Limited Warranty. This Program protects the Toshiba Enterprise laptop, tablet and other computing device (hereinafter referred to as "Product") against accidental damage from customer handling.

- 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, within economical means, only accidental handling damages to the Product limited in the aggregate to the total purchase price of the Product as evidenced in a valid Purchase Invoice.
- Notwithstanding article 2 above, should the Product be beyond economical repair, a replacement unit of equal grade or quality will be offered in the exchange, once the exchange is accepted, this Program will be deemed consumed and will cease to be effective regardless of the term of the Program.
- This Program entitles the Customer to a Carry-In service through Toshiba ASP. Customer may process the claim through the nearest Toshiba ASP in the Product's purchase country. Owing to the unforeseen nature of the accidental damages to the Product, Toshiba makes no commitment with respect to the time taken to complete a repair.
- This Program only covers operational or mechanical failure from handling and does not include protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment of the Product and other limitations listed in both the **LIMITATIONS** and **EXCLUSIONS** sections.
- Customer is solely responsible for all data stored on the Product. Toshiba does not provide any data recovery services under this Agreement. Neither will Toshiba be responsible for any confidential data on the damaged unit, which must be returned to Toshiba at all times. However, if hard drive replacement is necessary, Toshiba may at its discretion reload, at no charge to customer, the then current version of major application and operating system software customer originally purchased from Toshiba, including any installed custom factory integration applications.
- This Program is valid only in the original country of purchase of the Product and it is not transferable.
- This Program is only available in selected countries. Please contact your local Toshiba Enterprise Consultants.
- If the claim is not covered under this Program, the costs of repair or replacement shall be borne by customer.
- If replacement of the keyboard is required, only English language keyboards, or keyboards in the native language of the country where service is provided are available.

B. COVERED PRODUCT:

Toshiba enterprise notebook, tablet computer or mobile computing device.

C. SCOPE OF COVERAGE:

If the functionality of the Covered Product is impacted by an operational or structural failure caused by the following:

- liquid spills on the keyboard,
- unintentional bumps or drops of the Covered Product from a height not more than 3 meters,
- an electrical surge that damages the Covered Product's circuitry, or
- the failure of the integrated LCD screen,

Toshiba shall repair or replace (at its sole discretion) the Covered Product; provided that the damage to the Covered Product is caused by an accident and is not due to negligence.

It covers components installed in the Covered Product at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen, optional features installed by Toshiba at the time of purchase, and other components that Toshiba includes as a standard feature with the Covered Product.

D. PERIOD OF COVERAGE:

Three (3) years from date of purchase as stated in the Purchase Invoice.

E. LIMITATIONS:

- All other expressed or implied warranties, including the implied warranty of merchant ability and fitness for a particular purpose, are hereby disclaimed.

2. No liability is accepted for loss of profits or any consequential loss, loss of data, loss of software or the cost of software re-configuration.
3. If the Product is not in good working order as warranted, the sole and exclusive remedy shall be repair, or replacement of service parts. Except such remedy, in no event shall Toshiba, or any Toshiba's authorized resellers, dealers or ASP be held liable for any damages of any kind, including but not limited to:

3.1 Damage, loss or corruption of your records, Programs, data or removable storage media;

3.2 Direct or indirect damages, lost profits, lost savings or other special, incidental, exemplary or consequential damages whether for breach of contract, tort or otherwise, or whether arising out of the use of or inability to use the Product, even if Toshiba, or any Toshiba's authorized resellers, dealers or ASP has been advised of the possibility of such damages or any claim by any other party.

4. Even though Toshiba has reviewed some or all of the pre-installed software and documentation, Toshiba makes no warranty or representation, either expressed or implied, with respect to software, its quality, performance, merchantability, or fitness for a particular purpose. Nor does Toshiba warrant the functions contained in this software will meet your requirements or that the operation of this software will be uninterrupted or error-free. As a result, unless otherwise stated in writing, this software is sold "as is." Should this software prove defective, you, the purchaser, are assuming the entire risk as to its quality and performance as well as any costs associated with the servicing, repairing, or correction.

5. In no event shall Toshiba, or any Toshiba's authorized resellers, dealers or Authorized Service Provider (ASP) be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect in the software or its documentation, even if advised of the possibility of such damages. In particular, Toshiba or its representatives shall have no liability for any Programs or data stored or used with Toshiba Product, including the cost of recovering such Programs or data.

6. This Program extends only to the 1st owner of the Product and it is non-transferable.

F. EXCLUSIONS:

The following items are excluded from this Program:

1. Chassis, covers, cosmetic parts, plastics, power cords, connectivity adaptors/cables, memory disks/cards, software media, consumable supplies, remote controllers, bundled options/accessories & carrying case, batteries, light bulbs, stylus or digitizer pens, cradles, docking stations, port replicators, external keyboards, printers, scanners, external drives, software (preloaded or purchased separately), tapes, CDs, DVDs, film or other media, external modems, external speakers, monitors, external mice or other input/output devices, any other components not internal to the Covered Product, any pre-existing defects in the Covered Product that occurred on or before the date of this Program, optional features not installed by Toshiba at the time of purchase, accessories purchased in addition to the unit, third-party products (those not bearing Toshiba logo) even if sold by Toshiba, any products repaired by anyone other than Toshiba or a service provider authorized by Toshiba.

2. Cosmetic damage (e.g., scratches, dents, or cracks that do not affect the Covered Product's functionality or structural integrity).

3. Security password locked Product or Service Parts (e.g. hard disk encryption, BIOS password locked).

4. Any telephone/facsimile/telex/internet-based communication charges.

5. Transport/delivery/insurance costs or any other transportation damages incurred in returning the Product to a Toshiba authorized resellers, dealers or ASP in support of a Warranty Claim and subsequent return of Product at the location you stated.

6. Non-Toshiba and third-party peripherals, PC cards or accessories used with Toshiba Product.

7. Any kind of software programs, pre-installed software, application software, or whatsoever in the product are excluded from the Program.

8. Issues which arise from product compatibility or technology limitations are excluded from the Program.

9. Damages arising during or in consequence of:-

(a) fire

(b) lightning

(c) earthquake, volcanic eruption and subterranean fire

(d) hailstone, storm, tempest or other act of God or atmospheric conditions

(e) landslide

(f) riot strike or malicious damage

(g) terrorism

(h) any theft howsoever caused including one consequent upon actual forcible and violent entry/exit or any attempt thereat

(i) hold up/armed robbery

10. Damages arising from war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, civil

commotion, confiscation, commandeering by a group of malicious persons or persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any Government or by any public, municipal or local authority.

11. Damages arising from nuclear reaction, nuclear radiation or radioactive contamination.

12. Loss or damage caused by gross negligence to use all reasonable means for the safeguarding of the laptop.

13. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

G. CLAIMS:

1. In no case Toshiba shall be liable for any loss or damage not notified to Toshiba within a reasonable amount of time after the event. When making service claims under the Accidental

Damage Protection Program, Proof of Purchase must be provided to the Toshiba ASP.

2. Notice of Claims :- In the event of any damage which might give rise to a claim under this Program, customer shall:

(a). Notify Toshiba as soon as possible;

(b). Take all reasonable steps to minimize the extent of any damage;

(c). Preserve damaged parts and make them available for inspection;

(d). Provide all information and documentary evidence with respect to the claim

3. Customer is expected to ensure that under any circumstance within his/her control, the laptop is kept safe from any damage or loss. Any need for repair or replacement due to willful or deliberate act that results in damage to or loss of the Product will not be covered.

4. Upon notification of a claim being given, customer must give Toshiba an opportunity to inspect the loss or damage before any repairs or alternations are affected. Toshiba may request customer to carry-in the Laptop to the nearest Toshiba ASP or pay extra costs for onsite service support.

5. Customer shall take all reasonable precautions to prevent damage and to comply with statutory requirements and manufacturers recommendations relating to the safeguarding and operation of the Product. Toshiba reserve the right to reject any application if the customer supply misleading, incomplete information or makes any misrepresentation.

H. OTHERS:

1. This Program shall be void if:

1.1 Product or Service Part label/serial number has been altered or obscured; removed or torn;

1.2 Failure of the Product or Service Parts resulting from service, maintenance or repair other than by a any Toshiba authorized resellers, dealers or ASP;

1.3 Failure or defect was attributable to improper use, modification, adaptation, neglect, crack, wear and tear, improper installation and connection with any peripheral, external electrical fault.

2. When services were obtained outside of the original country of purchase, Toshiba shall not be liable for:

2.1 Import duty/tax/licensing fee for importing of service parts.

2.2 Built-in or external devices such as fax/data/voice modem, wireless LAN card, Bluetooth card, which are telecommunications devices. Support for these devices may vary from country to country.

2.3 Toshiba options such as docking units, memory expansion card, PC card, optional optical / hard disk drive, optional communications device module, etc.