

## **Toshiba India Laptop Service Operations : ADP T&C Document**

### **Accidental Damage Term & Conditions**

**Accidental Damage Protection (ADP)** provides coverage as provided in this document for a **period of one or three year** from the date purchase of the new laptop/notebook by the end customer provided Toshiba laptop/notebook is (a) Purchased from a dealer in India (b) at the time of purchase be covered by Toshiba's warranty valid in India. We agree to repair or replace Laptop (i.e. laptops/ notebooks) covered under this Accidental

Damage Protection from any physical loss or damage during the Period of Coverage caused by (a) Accidental damage to the Laptop due to unintentional drop or collision (b) power surge – physical damage caused by any power surge (c) accidental liquid spill in/on laptop/notebook, subject to the terms and exclusions, mentioned herein below.

The Accidental Damage Protection cover is non-renewable and only valid for a period of three year from the date of purchase of the eligible laptop/notebook.

### **General Terms and conditions:**

1. Accidental Damage protection cover is available for personal usage of laptops/notebook.
2. Our liability is limited in the aggregate to the total purchase price of the Laptop as evidenced in a valid Purchase invoice. We will have no liability whatsoever for indirect, consequential or incidental damages under contract or tort or claims of loss of data, revenue or profits.
3. Upon a claim being assessed as a genuine and covered under ADP cover, we may at our discretion decide to repair or replace the damaged item with items similar or equivalent to the original purchased item.
4. Notwithstanding anything to the contrary, this Accidental Damage Protection cover will automatically terminate on the date that laptop/notebook is replaced with equivalent laptop due to a damage being assessed as non-repairable and treated as total
5. If we decide that it is necessary to replace the Laptop rather than repair it, customer will receive a laptop equivalent to the Laptop originally purchased from Toshiba, as determined by us in our sole and reasonable discretion. To receive repair or replacement of a laptop, customer must return the damaged laptop to us in its entirety. The ADP cover for repair or replacement cannot be availed without the original damaged laptop being provided to us. In case of replacement being offered by us, the original replaced laptop will be our property.
6. Laptop/Parts Included/External Components not Excluded - Parts of the laptop/notebooks including the central processing unit, mother-board, internal memory, power adapter, palm rest, internal fan, internal keyboard, internal hard drives, internal disk or CD/DVD ROM drives, touch pad, acupoint, internal modems, internal network card, Internal speaker, chassis and the computer's built-in LCD are qualified and covered under ADP. Consumable items like removable media, batteries and Tablet PC pens, maintenance kits and similar supplies are not covered.
7. Peripheral devices, such as docking stations, external modems, external speakers, game devices, carry cases, secondary monitors, external mouse on laptop/notebooks, external keyboard on laptop/notebooks, and other computer components not internal to a laptop are not covered.
8. Accidental Damage Protection cover does not cover any damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Laptop.
9. Customer is solely responsible for all data stored on the Laptop. We do not provide any data recovery services under this Agreement. Neither will we 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.
10. We reserve the absolute right to determine whether the damage is within or beyond economic repair. Any decision made by Toshiba is final and the purchaser shall have no further rights to contest the decision or make claims against Toshiba.
11. We do NOT provide cash settlement.
12. All Laptops and components replaced by us shall become our property.

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13. Claim which is fraudulent in any respect, any false declaration made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the ADP coverage or if any loss or damage be occasioned by your gross negligence, willful act or with connivance, all benefits under this service shall be forfeited with immediate effect.

14. We shall not be liable for indirect/consequential loss or liability of any kind or description.

15. If the claim is not covered under this plan, the costs of repair or replacement will be borne by customer.

16. We reserve the final decision in the event of a dispute.

17. We reserve the right to change the terms and conditions without prior notice.

### **Claims**

1. In no case we 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 cover, Proof of purchase must be provided to the Toshiba Service Centre:

#### **Notice of Claims**

In the event of any damage which might give rise to a claim under this Agreement you shall:

- Notify Toshiba as soon as possible;
- Take all reasonable steps to minimize the extent of any damage;
- Preserve damaged parts and make them available for inspection;
- Provide all information and documentary evidence with respect to the claim

You are expected to ensure that under any circumstance within your 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. 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 Authorized Service Centre or pay extra costs for onsite service support. You will take all reasonable precautions to prevent damage and to comply with statutory requirements and manufacturers recommendations relating to the safeguarding and operation of the Laptop. We reserve the right to reject any application if the end customer supply misleading, incomplete information or makes any misrepresentation.

### **A) Exclusions –**

1. We will not be liable for claims arising from :

- i. Damage caused by any process of, repairing, dyeing, bleaching or deterioration arising from wear and tear, moth, vermin, pet animals, insects or any other gradually operating cause. Parts intended to be replaced or consumed (e.g., batteries)
- ii. Loss or damage to the laptop covered under the standard warranty for the Laptop
- iii. Mechanical or Electrical derangement/breakdown
- iv. Any Contractual liability arising out of any contract
- v. 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 there at
  - (i) Hold Up/Armed Robbery
- vi. Loss or damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

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- (a) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  - (b) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
  - (c) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
- vii. Cheating
- viii. Loss or Damage of any kind whilst the Laptop is in the possession of a commercial carrier and in-transit including but not limited to during the course of transit via postal, courier service
- ix. Any damage to the Laptop that is cosmetic only and does not affect Laptop functionality. Wear and tear on the Laptop and other superficial items such as scratches and dents that do not materially impair use of the Laptop.
- x. Any Laptop that anyone other than Toshiba authorized service network or a person we designate has tried to repair.
- xi. Accidental damage where damaged Laptop could not be traced e.g., Laptop drop into the sea, river or drain.
- xii. 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 organisation, requisition or destruction or damage by order of any Government or by any public, municipal or local authority
- xiii. Nuclear reaction, nuclear radiation or radioactive contamination.
- xiv. Loss or damage caused by gross negligence to use all reasonable means for the safeguarding of the laptop.
- xv. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- xvi. If any of the term(s) herein is held by any competent authority to be invalid, such term(s) shall be severed whilst all remaining terms shall remain valid.
- xvii. Damage caused by failure to adhere to manufacturer's recommended maintenance or operating specifications