

Toshiba's One (1) Year Limited Warranty For DVD Players & Recorders ("this Warranty")

1. **THE TERMS AND CONDITIONS OF THIS WARRANTY DO NOT AFFECT YOUR STATUTORY RIGHTS.**
2. This Warranty applies only to Toshiba's DVD player and recorder products (the "**Products**").
3. This Warranty applies only to Products purchased in the United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland, and this Warranty may be enforced only within these countries.
4. Subject to the terms and conditions of this Warranty, Toshiba warrants that the Product will be free from defects in materials and workmanship, arising under normal use and service, for **one (1) year**, commencing on the date of original purchase of the Product when brand new (the "**Warranty Period**").
5. If, during the Warranty Period, a defect covered by this Warranty arises in the Product or a part thereof, and a valid claim is received by Toshiba, Toshiba will, at its sole option, repair or replace the Product or the part thereof free-of-charge.
6. From time to time, one of Toshiba's Authorised Service Providers or Authorised Resellers ("**Authorised Person**") may carry out Toshiba's obligations under this Warranty on behalf of Toshiba. If this is the case, Toshiba may refer you and your claim to the applicable Authorised Person.
7. Toshiba (or the Authorised Person, as appropriate) reserves the right to request proof of purchase (e.g. an original sales receipt), showing the date of original purchase of the Product when brand new, and the model and serial numbers of the Product, before considering or processing any claim under this Warranty.
8. Any Product or part thereof repaired or replaced under this Warranty will be subject to the balance of the Warranty Period applying to the Product or part thereof, or (if longer) three (3) months from the date of repair or replacement. All Products and parts thereof replaced under this Warranty will become Toshiba's property.
9. Where a Product or a part thereof is replaced under this Warranty, the replacement Product or part thereof may be new or refurbished.
10. This Warranty will not apply to a) cosmetic damage, including (without limitation) scratches and dents; or b) defects or damage caused by use with non-Toshiba products; or c) defects or damage caused by neglect, accident, abuse, misuse, liquid spillage or submersion, flood, fire, earthquake or other external causes or factors; or d) defects or damage caused by operating the Product outside the permitted or intended uses described by Toshiba (in its Product manual or elsewhere); or e) a Product or part thereof that has been modified (without the prior written consent of Toshiba) to alter functionality or capability; or f) defects or damage attributable to wear and tear; or g) consumable parts, such as (without limitation) batteries.
11. This Warranty will not apply to defects or damage caused by any servicing, maintenance, repairs or other works carried out by any person or organisation other than Toshiba or an Authorised Person, or if the labels or serial numbers on or of the Product or any part thereof have been altered or obscured.
12. To the fullest extent permitted by applicable law, Toshiba makes no warranties or representations of any kind, whether express, implied statutory or otherwise, with respect to any software or firmware preinstalled on any Products (the "**Software**"), or the quality, performance, merchantability or fitness for a particular purpose of the Software, and this Warranty does not apply to the Software. Nor does Toshiba warrant that the functions contained in the Software will meet your requirements, or that the operation of the Software

will be uninterrupted or error-free. As a result, all Software is sold “as is”. You assume the entire risk as to the quality and performance of the Software (in the event of any defects), as well as any costs associated with servicing, repairing or correcting the same.

13. If you claim a repair or replacement that is not covered under this Warranty, or within the Warranty Period, Toshiba (or the Authorised Person, as appropriate) may charge you for the costs of the repair or replacement.
14. Toshiba will not be liable for any transport or delivery costs in connection with collecting or returning the Product or any parts thereof from or to an Authorised Person under or in connection with this Warranty.
15. Except as expressly provided in this Warranty, neither Toshiba nor any Authorised Person provides any other warranties or guarantees in relation to the Product or any part thereof.
16. Toshiba does not warrant that the operation of the Product will be uninterrupted or error-free. You must read and follow all set-up and usage instructions in relation to the Product (including, without limitation, all user manuals and safety instructions). If you fail to do so, the Product may not function properly and you may lose data or suffer other damage. Even if you follow the instructions, Toshiba does not warrant that compliance with the instructions will ensure that the Product will function properly at all times and in all circumstances.
17. Nothing in this Warranty will exclude or limit Toshiba’s liability for death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law.
18. To the fullest extent permitted by applicable law, and except as expressly provided in this Warranty, Toshiba expressly disclaims and excludes all implied conditions, warranties and other terms with regard to the Product, including (without limit to the generality of the foregoing) any conditions, warranties and other terms as to merchantability, satisfactory quality, fitness for a particular purpose, hidden or latent defects, ownership of any software or firmware, price, and non-infringement of third-party rights.
19. To the fullest extent permitted by applicable law, in no event will Toshiba or any Authorised Person be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Warranty, including (without limitation) loss of use; loss of revenue; loss of actual or anticipated profit; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; any costs associated with recovering or reproducing any program or data stored in or used with the Product; and any failure to maintain the confidentiality of data stored on the Product. The foregoing limitation applies even if Toshiba or any Authorised Person has been advised of the possibility of such loss or damage or of any claim or threatened claim by any third-party.
20. Toshiba’s total liability to you in respect of all other losses arising under or in connection with this Warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will not exceed the purchase price (paid by you) of the Product.
21. No Authorised Person or other Toshiba reseller, service provider, agent, representative or employee is authorised to make any variation, modification, extension or addition to this Warranty.
22. Toshiba reserves the right to vary, modify or cancel this Warranty at any time without prior notice.
23. If any term of this Warranty is found to be invalid or unenforceable, such invalidity or unenforceability will not affect the other terms of this Warranty, which will remain in full force and effect.
24. This Warranty will be governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the courts of England over any claim, matter or dispute arising under or in connection with this Warranty (including as to its validity) or the legal relationships established by this Warranty.

25. The company providing this Warranty is Toshiba Information Systems (UK) Limited of Toshiba Court, Weybridge Business Park, Addlestone Road, Weybridge, Surrey KT15 2UL.