

**Toshiba One (1) Year Limited Warranty For TV's (the "Products")**

1. **THE TERMS OF THIS WARRANTY DO NOT AFFECT YOUR STATUTORY RIGHTS.**
2. Your Product is warranted to be free from defects in material and workmanship arising under normal use and service, for **one (1) year** from the date of original purchase when brand new ("Warranty Period").
3. If a failure or defect covered by the warranty arises and a valid claim is received by Toshiba within the Warranty Period, Toshiba shall at its option and to the extent permitted by law, repair or replace the machine or any components free of charge or refund the purchase price of the Product.
4. This warranty is valid **ONLY** in relation to the Product for which your warranty has been registered. It is the Product that is warranted rather than the owner.
5. Toshiba, its authorised resellers ("Authorised Resellers") and authorised service providers ("Authorised Service Providers") reserve the right to request proof of purchase (e.g. a paid and dated invoice) showing model and serial number before providing any warranty confirmation.
6. Any Product or component repaired or replaced under the warranty shall be subject to the balance of the original Warranty Period applying to the Product or component, or three months from the date of replacement or repair, whichever is the greater. All Products and components replaced under warranty shall become Toshiba's property. Where a refund is given, the Product for which the refund is provided must be returned to Toshiba and becomes Toshiba's property.
7. This warranty shall not apply: a) to extrinsic cause or cosmetic damage, including but not limited to scratches and dents; b) to damage caused by use with non-Toshiba products; c) to damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake or other external causes; d) to damage caused by operating the product outside the permitted or intended uses described by Toshiba; e) to a product or part that has been modified to alter functionality or capability without the written permission of Toshiba or f) to any failure or defect attributable to any neglect or wear and tear. This also applies to the hardware casing. Should you claim a repair that is not covered under the warranty terms, any of Toshiba, Authorised Reseller or the Authorised Service Provider may charge you the costs of the repair.
8. This warranty shall be inapplicable if failure of the Product or component has resulted from service, maintenance or repair other than by Toshiba, an Authorised Reseller or Authorised Service Provider, or if the Product or component labels/serial numbers have been altered or obscured.
9. Toshiba shall not be liable for any transport/delivery costs incurred in returning the Product or components to an Authorised Reseller or Authorised Service Provider in support of a warranty claim.
10. Except for the express warranty provided, Toshiba, its Authorised Resellers or Authorised Service Provider do not issue any warranty or guarantee for your Product.
11. Toshiba expressly disclaims and excludes all conditions, warranties and other terms with regard to the Product, including, but not limited to, in every case whether express or implied by statute, common law, custom, collaterally or otherwise, to the fullest extent permitted by applicable law. In particular, but without limit to the generality of the foregoing exclusion, any conditions, warranties and other terms as to merchantability, satisfactory quality, fitness for a particular purpose, hidden or latent defects, ownership of any software, as to price and / or non-infringement of third party rights are excluded whether in contract or tort. Any implied

warranties that may be imposed by applicable law are limited in duration, subject to such applicable law, to the term of the express limited warranty given by Toshiba. No Toshiba reseller, agent or employee is authorised to make any modification, extension or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or implied.

12. Also, Toshiba does not warrant that operation of the Product will be uninterrupted or error free. You must read and follow all set-up and usage instructions in the Product safety instruction and user's manuals, as provided. If you fail to do so, the Product may not function properly. Even if you follow the instructions, Toshiba does not warrant that compliance with the instructions in the above manuals will ensure that the Product will function properly in all circumstances.
13. To the maximum extent permitted by applicable law, and except as provided herein in no event shall Toshiba, Authorised Resellers, Authorised Service Providers or Toshiba's supplier be liable for any direct, special, incidental or consequential damages resulting from any breach of warranty, condition, strict liability or tort or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property. The foregoing limitation applies even if Toshiba, Authorised Resellers, Authorised Service Providers or Toshiba's supplier, have been advised of the possibility of such damages or of any claim by any third party. In any event, any liability of Toshiba Authorised Resellers, Authorised Service Providers or Toshiba's supplier which is not excluded shall be limited to the purchase price of the Product. However, Toshiba shall accept liability for personal injury or death caused by or arising from its negligence or from fraudulent misrepresentation and as otherwise required by applicable law.
14. This warranty shall 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.

**NOTE** - Toshiba reserves the right to alter or cancel this program at any time without prior notice.