

Toshiba *SelectServ*[®] Process Guide and Service Plan Agreement for Projectors

Toshiba's goal is to provide the best, most consistent service and support possible. The specific program(s) your Toshiba projector is entitled to can be found in the Service Entitlement Verification section of your confirmation letter or at <http://warranty.toshiba.com>. A full description of the services available through these programs is found in the enclosed SelectServ Service Plan Agreement.

Initiating service is fast and easy!

If you need assistance with your Toshiba projector, just follow these simple steps:

STEP 1 Preparation

- Note the product serial number and part number printed on the Product Information Label affixed to the bottom of your projector.

STEP 2 Placing a Service Call

- Call the Toshiba at 1-877-523-8324, available 24 hours a day, 7 days a week.
- Once connected to technical support representative, they will guide you through troubleshooting steps and attempt to resolve your system problem.
- If your system problem cannot be resolved over the phone, and the technical support representative has determined hardware service is required, you will be assisted in selecting your best service option.

Toshiba *SelectServ*[®] Service Plan Agreement for Projectors

A. Toshiba's Responsibilities

This SelectServ[®] Service Plan Agreement ("Agreement") is made by and between Toshiba America Information Systems, Inc., a California Corporation ("Toshiba") and the customer identified on the Service Entitlement Verification ("SEV") which accompanies this Agreement ("Customer"). The Toshiba Projector(s) identified on the SEV (the "Product[s]") are subject to these terms and conditions. During the term of a Service Plan, Toshiba will provide, through its network of Authorized Service Providers ("ASPs") 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 SEV for Products purchased and located in the fifty (50) United States and the District of Columbia.

Toshiba is financially and legally obligated to perform the service and repair under the Service Plans. Corporate mailing address: 9740 Irvine Boulevard, Irvine, California 92618-1697 (Do not ship Product to this address).

B. Eligibility

- Customer must purchase the Service Plan prior to expiration of the Standard Limited Warranty supplied with the Product at time of initial purchase of the Product in new condition by the original owner.
- The Service Plan must be registered with Toshiba in order for Customer to be entitled to the services identified on the SEV. Activation of a Service Plan will occur upon valid registration of the Service Plan with Toshiba as reflected in Toshiba's records ("Activation Date").
- No services will be rendered until all fees have been paid in full by the Customer.

C. Service Plan and Term

The term of this Service Plan begins on the date that the Standard Limited Warranty expires, and ends on the Expiration Date shown on the SEV.

D. How To Obtain Service

To obtain service and repair for the Product, contact the Toshiba Projector Call Center at (877) 523-8324. Customer must provide the serial number, model and location of the Product, and a description of the problem. A technical support specialist will help you diagnose the problem. If the Product requires a hardware repair, service can be obtained under the applicable Service Plan.

E. Standard Limited Warranty Extension Service Plans

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 Expiration Date shown on the SEV.

F. Service Exclusions and Conditions

- This Agreement excludes:
 - Repair or replacement of Product lamp;
 - Service made necessary by accident, misuse, abuse, neglect, improper installation, or improper maintenance;
 - Replacement of missing parts, the provision of retrofits, or preventive maintenance;
 - Installation or removal of accessory retrofits, peripheral equipment of which the Product may be a part;
 - Repair or replacement of disposable batteries, covers, plastics, or appearance parts such as interior or exterior finishes or trim;
 - 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;
 - Service on Product purchased and/or used outside the fifty (50) United States and the District of Columbia (except as provided otherwise under the Standard Limited Warranty);
 - Service on Toshiba branded accessory items purchased with the Product;
 - Service on third party products or service made necessary by use of incompatible third party products;
 - Service of Product on which the TOSHIBA label or logo, rating label or serial number have been defaced or removed;
 - On-site service and repair of the Product;
 - Damage caused by use of the Product outside the usage or

storage parameters set forth in the Product User's Guide; m. Modifications to the Product not approved in writing by Toshiba.

- If Customer authorizes Toshiba to perform any services excluded under a Service Plan, Customer shall pay standard repair fees for such work.
- If a reported problem cannot be reproduced during service, Toshiba may charge the Customer for labor costs incurred.
- Toshiba may service Customer-replaceable parts, by shipment of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Toshiba, and shall be returned by Customer to Toshiba at Toshiba's expense. Customer shall pay Toshiba the retail value of the replacement part if Toshiba does not receive the original part within ten (10) days after Customer's receipt of the replacement part.

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 SERVICE PLAN. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF LEGAL ACTION.

2. REPAIR, REPLACEMENT, OR REFUND OF THE SERVICE PLAN 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. SOME STATE LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. 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. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THIS AGREEMENT GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS, AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

4. Critical Applications. The Service Plans 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. Cancellation, Exchange and Transfer

- Except as provided in paragraph (b) of this Section, Customer may cancel a Service Plan at any time during the term by providing written notice of cancellation to Toshiba at the following address: 4 Jenner, Suite 150, Irvine, CA 92618-3809. If a Service Plan is canceled within thirty (30) days after the Activation Date, Toshiba will refund to Customer the price paid by Customer for the Service Plan, provided that no services have been rendered. If any service has been rendered under the Service Plan prior to cancellation, the amount of the refund will be reduced by the retail value of the service(s) rendered. If

Customer cancels a Service Plan more than thirty (30) days after the Activation Date, Toshiba will refund to Customer the price paid by Customer for the Service Plan reduced pro-rata based upon the elapsed time from the Activation Date to the date of cancellation, and further reduced by the value of the services rendered. In addition to any other charges, Toshiba reserves the right to assess a cancellation fee of ten percent (10%) of the price paid for the Service Plan, or \$25.00, whichever is less.

b) In the event the Product was purchased for commercial use, Customer may cancel a Service Plan only within thirty (30) days after the Activation Date. Toshiba will then refund the price paid by Customer for the Service Plan.

- Customer may transfer service under this Agreement to another Toshiba Projector product if the Product is exchanged at the place of purchase for quality reasons. In the event of an exchange, Customer must provide written notice to Toshiba at the address in paragraph 1 of this section, along with the model and serial number of exchanged Product and the new product before service can be activated.
- Customer may assign a Service Plan to a subsequent purchaser or assignee of the Product by providing written notice to Toshiba at the following address: 4 Jenner, Suite 150, Irvine, CA 92618-3809, within thirty (30) days after the assignment.
- Except as provided in Section H.2 or H.3 above, any purported transfer or assignment of a Service Plan is void.
- Toshiba reserves the right to cancel this Agreement, or any Service Plan, at any time, with or without cause, immediately upon written notice to the Customer at the last address provided by Customer. In such event, Toshiba will refund the price for the Service Plan reduced pro-rata based upon the amount of elapsed time the Service Plan was in effect prior to cancellation and further reduced by the retail value of the service(s) rendered.

I. General

- Nothing in this Agreement, or in a Service Plan, 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.
- Toshiba may subcontract the services provided under any Service Plan without notice to Customer.
- 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.
- This Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflicts of law principles. ANY DISPUTE ARISING UNDER THE TERMS OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT. AS CONSIDERATION FOR THE SERVICES RENDERED UNDER THIS AGREEMENT, THE CUSTOMER HEREBY CONSENTS TO SUCH BINDING ARBITRATION, PROVIDED HOWEVER, THAT THIS BINDING ARBITRATION REQUIREMENT DOES NOT APPLY TO CLAIMS AGAINST TOSHIBA ARISING UNDER THE STANDARD LIMITED WARRANTY SUPPLIED WITH THE PRODUCT. SUCH CLAIMS MAY BE PURSUED IN ANY COURT OF COMPETENT JURISDICTION. Arbitration may take place in any jurisdiction within the United States and the District of Columbia, provided that such arbitration shall be completed, and the arbitrator shall render a written decision citing facts and rules of law, within sixty (60) days after it is initiated.
- 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.
- 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.
- 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.