

# TOSHIBA

Leading Innovation >>>

## Ninety (90) Day Standard Limited Warranty for Toshiba Portable Media Player Accessories

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### **TOSHIBA**

Ninety (90) Day Limited Warranty (“Limited  
Warranty”)

For Toshiba Portable Media Player Accessories  
Purchased Within the Fifty (50) United States and the  
District of Columbia.

### **General Terms**

This Limited Warranty applies to Toshiba branded  
Portable Media Player Accessories (“Product[s]”) sold  
by Toshiba America Information Systems, Inc.  
(“Toshiba”) or Toshiba’s authorized dealers and retail  
locations to a customer within the fifty (50) United  
States and the District of Columbia, for such  
customer’s own use and not for resale (“Customer”).  
This Limited Warranty commences on the date of  
purchase and expires

Ninety (90) days after the date of purchase (“Limited Warranty Period”), and covers the Product for warranty service required within the United States.

Toshiba warrants that the Product (1) is free from defects in materials and workmanship and (2) conforms to the factory specifications in effect at the time the Product was manufactured.

Toshiba will, in its sole discretion, restore the Product to working order in accordance with factory specifications in effect at the time the Product was manufactured or replace the Product with a product that is at least equivalent to the original product.

Replacement part or product is warranted to be free from defects in materials and workmanship for thirty (30) days or the remainder of the Limited Warranty Period of the original Product, whichever is longer. Toshiba reserves the right to use reconditioned parts that are equivalent or superior to original factory specifications.

The terms and conditions of this Limited Warranty constitute the complete and exclusive warranty agreement between Customer and Toshiba for the Product and supersede any prior agreements or representations made in any Toshiba sales document or advice that may be provided to Customer by any Toshiba representative this Limited Warranty is valid unless it is made in writing and signed by an authorized Vice President of Toshiba.

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## **Disclaimer and Limitation of Remedy**

ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED. TOSHIBA EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER.

CUSTOMER MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS IN THE APPLICABLE USER GUIDES AND/OR MANUALS ENCLOSED. IF CUSTOMER FAILS TO DO SO, THIS PRODUCT MAY NOT FUNCTION PROPERLY AND MAY BE DAMAGED, AND CUSTOMER MAY LOSE DATA OR SUSTAIN PERSONAL INJURIES.

TOSHIBA, ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. IN NO EVENT WILL TOSHIBA, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND WHATSOEVER INCLUDING (1) DAMAGE TO, OR LOSS OR CORRUPTION OF, CUSTOMER'S RECORDS, PROGRAMS, DATA OR REMOVABLE STORAGE MEDIA, OR (2) ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT AND/OR THE ACCOMPANYING USER GUIDES AND/OR MANUALS, EVEN IF TOSHIBA, OR AN AUTHORIZED TOSHIBA REPRESENTATIVE, OR DEALER HAS BEEN ADVISED OF THE

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POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY/STATE/JURISDICTION TO COUNTRY/ STATE/JURISDICTION.

### **Binding Arbitration**

Customer and Toshiba acknowledge and agree that any claim, dispute, or controversy (“Dispute”) between Customer and Toshiba arising from or relating to (i) this Limited Warranty, including the validity of this binding arbitration provision, or (ii) the use of the Product shall be resolved EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (“NAF”) UNDER NAF’S CODE OF PROCEDURE THEN IN EFFECT. CUSTOMER UNDERSTANDS THAT, IN THE ABSENCE OF THIS PROVISION, CUSTOMER WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT IN

FRONT OF A JUDGE OR JURY, INCLUDING THE RIGHT TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS-ACTION BASIS, AND THAT CUSTOMER HAS EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREED TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW A PRE-DISPUTE JURY TRIAL WAIVER OR A WAIVER OF THE RIGHT TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS ACTION BASIS, SO THESE WAIVERS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER.

Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses (including but not limited to attorneys' fees) incurred in enforcing compliance with this binding arbitration provision, including staying or dismissing such other proceeding. Information about the NAF is available on line at [www.arb-forum.com](http://www.arb-forum.com), by phone at 1-800-474-2371 or by writing to P.O. Box 50191, Minneapolis, MN, 55405. For the purpose of this binding arbitration Paragraph, the term "Toshiba" means Toshiba America Information Systems, Inc.,

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its parents, subsidiaries and affiliates, and each of their officers, directors, employees, agents, beneficiaries, assigns and suppliers; and the term “Customer” means Customer, or those in privity with Customer, such as Customer’s family members, beneficiaries and/or assigns. If NAF should cease operations, Customer and Toshiba shall agree on another arbitration forum. The arbitration shall be held at a reasonable, mutually agreed upon location by submission of documents, by telephone, online or in person as selected by Customer. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between Customer and Toshiba. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. If Customer prevails in the arbitration of any Dispute with Toshiba, Toshiba will reimburse Customer for any fees Customer actually paid to NAF in connection with the arbitration. Any decision or award of the arbitrator rendered in such arbitration proceeding shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. This binding arbitration provision shall be governed by the United States Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.*

## **Protection of Stored Data**

For Customer's important data, please make periodic back-up copies of all the data stored on the hard disk or other storage devices as a precaution against possible failures, alteration, or loss of the data. IF CUSTOMER'S DATA IS ALTERED OR LOST DUE TO ANY TROUBLE, FAILURE OR MALFUNCTION OF THE PRODUCT, HARD DISK DRIVE OR OTHER STORAGE DEVICES AND THE DATA CANNOT BE RECOVERED, TOSHIBA SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF DATA, OR ANY OTHER DAMAGE RESULTING THEREFROM. WHEN COPYING OR TRANSFERRING CUSTOMER'S DATA, SUCCESSFULLY COPIED OR TRANSFERRED.

TOSHIBA DISCLAIMS ANY LIABILITY FOR THE FAILURE TO COPY OR TRANSFER THE DATA CORRECTLY.

IF APPLICABLE, BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TOSHIBA IS NOT RESPONSIBLE FOR (1) DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA, OR (2) THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY TOSHIBA WHEN THE PRODUCT WAS MANUFACTURED.

## **Critical Applications**

This Product is not designed for 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 DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE PRODUCT IN ANY CRITICAL APPLICATION.

## **Standard Limited Warranty Period and Warranty Requirements**

The Limited Warranty Period for Customer’s Product begins on the date of original purchase by the customer (“Purchase Date”).

Customer’s dated sales or delivery receipt, showing the date of purchase of the Product, is Customer’s proof of the Purchase Date. Customer is required to provide proof of purchase as a condition of receiving warranty service.

## **What is Not Covered by This Limited Warranty?**

- ❖ 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, or peripheral equipment of which the Product may be a part
- ❖ Replacement or fixes of software
- ❖ Repair or replacement of 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 outside the fifty (50) United States and the District of Columbia
- ❖ 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
- ❖ Modifications to the Product not approved in writing by Toshiba

## **Toshiba Software Which May Be Included with Product**

Toshiba's sole obligations with respect to software, if any, distributed with the Product under the Toshiba brand name are set forth in the applicable end-user license agreement. Unless otherwise stated in writing, non-Toshiba software is provided on an "as is" basis by Toshiba. However, non-Toshiba manufacturers, suppliers or publishers may offer their own warranties.

## **Obtaining Warranty Service**

Customer may obtain warranty service on the Product by contacting Toshiba as listed below.

## **Contacting Toshiba Online Support**

Technical support is available electronically on Toshiba's web site at [www.gigabeatsupport.toshiba.com](http://www.gigabeatsupport.toshiba.com). At this web site, Customer will find answers to many commonly asked technical questions plus many easily downloadable software drivers.

## **Ask IRIS<sup>®</sup> Online**

Toshiba makes it even easier for customers to obtain technical support with immediate solutions from Ask IRIS<sup>®</sup> Online. Type in Customer's technical support question and IRIS (Instant Response Information Service) provides answers from an extensive technical database.

## **Telephone Support Center**

- ❖ In the fifty (50) United States and District of Columbia, call 1-877-250-8595
- ❖ Outside the fifty (50) United States and District of Columbia, call 1-949-583-3212
- ❖ Telephone support is available 24 hours a day, 7 days a week.

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