

TOSHIBA

One (1) Year Limited Warranty

TOSHIBA

One (1) Year Limited Warranty (“Limited Warranty Period”)

For Toshiba Digital Audio Players

Purchased Within the Fifty (50) United States and the District of Columbia.

General Terms

This Limited Warranty applies to Toshiba branded Digital Audio Players (“Products”) sold by Toshiba America Information Systems, Inc. (“Toshiba”) or Toshiba’s dealers to a customer within the fifty (50) United States, the District of Columbia, and United States Territories for such customer’s own use and not for resale (“Customer”). During the Limited Warranty Period, this Limited Warranty covers the Product for warranty service required within Customer’s country of original purchase.

During the Limited Warranty Period, 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.

During the Limited Warranty Period, 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 defective Product with a product that is at least equivalent to the original Product. The replacement Product is warranted 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. Replacement parts are warranted to be free from defects in materials and workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer. Parts or products replaced under this Limited Warranty shall become the property of Toshiba.

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.

If Customer authorizes Toshiba to perform any services excluded under this Limited Warranty, Customer shall pay standard repair fees for such work.

Customer may assign the Limited Warranty to a subsequent purchaser or assignee of the Product by providing written notice to Toshiba at the following address: 9740 Irvine Blvd., Irvine, CA 92618-3809, within thirty (30) days after the assignment. Any other purported transfer or assignment of this Limited Warranty is void.

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 in connection with Customer's purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Toshiba.

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 CUSTOMER MAY LOSE DATA OR SUFFER OTHER DAMAGE. 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 SUCH PRODUCT AND/OR THE ENCLOSED USER GUIDES AND/OR MANUALS, EVEN IF TOSHIBA, OR AN AUTHORIZED TOSHIBA REPRESENTATIVE, ASP (AS DEFINED BELOW) OR DEALER HAS BEEN ADVISED OF THE 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.

Standard Limited Warranty

Binding Arbitration

Customer and Toshiba acknowledge and agree that any claim, dispute, or controversy 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 (“Dispute”) 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.** 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 online at www.arb-forum.com, by phone at 800-474-2371 or by writing to P.O. Box 50191, Minneapolis, MN, 55405. For the purposes of this binding arbitration Paragraph, the term “Toshiba” means Toshiba America Information Systems, Inc., 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

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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 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, PLEASE BE SURE TO CONFIRM WHETHER THE DATA HAS BEEN SUCCESSFULLY COPIED OR TRANSFERRED. TOSHIBA DISCLAIMS ANY LIABILITY FOR THE**

FAILURE TO COPY OR TRANSFER THE DATA CORRECTLY.

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.

Limited Warranty Period and Warranty Requirements

The Limited Warranty Period for Customer's Product begins on the date of purchase from Toshiba ("Purchase Date").

If a defect arises after the first one hundred and eighty (180) days of the Limited Warranty Period, a shipping and handling charge will apply to any repair or exchange of the Product.

The Limited Warranty period for free telephone support for the operating system and other factory-installed software that are included with the Product is ninety (90) days from the Purchase Date.

Product registration is strongly recommended. Product registration is available by completing and mailing the Product Registration Card, or Customer may register online at www.register.toshiba.com.

Customer's dated sales or delivery receipt, showing the date of purchase of the Product, is Customer's proof of the Purchase Date. Customer may be 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, 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 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
- ❖ Modifications to the Product not approved in writing by Toshiba

Toshiba Accessories

Toshiba accessory items purchased with the Product are covered by their own respective limited warranties.

Toshiba Software Included with Product

Toshiba's sole obligations with respect to software 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 Service for Product Purchased in the Fifty (50) United States and District of Columbia

In the fifty (50) United States and District of Columbia, Customer is entitled to Pickup-Repair-Return Service through the Toshiba Depot during the Limited Warranty Period. If a defect arises after the first one hundred eighty (180) days of the Limited Warranty Period, Customer will be responsible for a shipping and handling charge.

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Toshiba Depot Service

Call Toshiba at 1-866-553-3323. A technical support specialist will help Customer diagnose the problem. If Customer's Product requires a hardware repair, Toshiba will ship a Replacement Product to the Customer and provide a pre-paid shipping label with instructions for shipment of the Defective Product to the Toshiba Depot. Customer is responsible for packing and shipping the Defective Product to Toshiba with ten (10) days of receipt of Replacement Product. Customer is responsible to provide an active Credit Card Account Number that can be used for billing purposes if the Defective Product is not returned to Toshiba within ten (10) days of receipt of Replacement Product by Customer.

Customer assumes the risk of loss or damage during shipping to Toshiba if Customer does not use Toshiba's shipping materials or designated courier.

BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO REMOVE ANY ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, POWER CORDS, CRADLES, SD CARDS, CABLES, OR OTHER ITEMS. TOSHIBA SHALL NOT BE RESPONSIBLE AND FULLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACCESSORIES SHIPPED WITH THE PRODUCT.

Contacting Toshiba

Online Support

Technical support is available electronically on Toshiba's web site at www.support.toshiba.com. At this web site, Customer will find answers to many commonly asked technical questions plus many easily downloadable software drivers. Customer can also obtain support via e-mail and chat sessions.

Ask IRIS Online™

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

Toshiba Customer Service at 1-866-553-3323

An expert staff provides technical assistance 24 hours a day, 7 days a week.

Be sure to have the following information available before Customer calls:

- ❖ Product serial number and part number
- ❖ Applicable error messages
- ❖ Operating system
- ❖ Installed third-party hardware and software

Keep this Product identification information handy for easy reference:

Model number:

Serial number:

Date purchased:

Where purchased:

Date registered with Toshiba:

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TOSHIBA

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