

STANDARD TERMS FOR REPAIR SERVICES

Please read these terms carefully to ensure that you are properly informed about important matters such as your payment obligations, your warranty entitlements, Toshiba Mobilecare's liability to you and Mobilecare's right to dispose of uncollected goods. Customers who deliver their goods in person are requested to sign here to indicate their acceptance of the terms. Customers who receive this document by mail are asked to contact Toshiba within 24 hours if they object to any of the terms. It is the Customer's responsibility to keep Mobilecare informed of any changes to the Customer's address and/or contact details. Please carefully read Clause 6 before you sign indicating your acceptance of these terms.

1.0 Definitions and application of terms

These terms apply to the customer's goods ("the Product") and Toshiba services ("the Services") specified in Product Received Record issued by Toshiba Mobilecare ("Mobilecare") to the Customer. To the extent permitted by law, they apply in addition to any other terms which Toshiba may notify the Customer in writing and the Customer may accept. In the event of conflict the later terms will prevail.

2.0 Timing

Mobilecare will use its best endeavours to perform the Services by any date notified to the Customer, but will not have any liability to the Customer for failing to do so.

3.0 Payment

3.1 All chargeable Services (including the provision of spare parts and other materials) will be paid for by the Customer at Mobilecare's current rates (including GST). Additional charges, including quote rejection fees and freight cost, are also payable by the Customer.

3.2 All amounts payable by the Customer must be paid on collection either by EFTPOS, accepted credit cards or bank cheques or in accordance with the terms of your Toshiba Credit Account. Personal cheques are not accepted without prior arrangement.

4.0 Transportation of goods that are not covered by Toshiba (Australia) Pty Limited warranty

4.1 The Customer is responsible for arranging for delivery of the Product to service depot. Mobilecare has no responsibility for any loss or damage that may happen to the Product in transit to and from Mobilecare.

5.0 Warranty

5.1 Mobilecare warrants that any repairs to the Product performed by Mobilecare will restore the Product to compliance with manufacturer's specifications. Mobilecare will, at its option either repair or exchange the faulty parts within the Product, or the Product itself, with items that are functionally equivalent to that as originally supplied, or better, during the warranty period stated for the model, using new or refurbished parts or units, solely at Mobilecare's discretion. Ownership of items is surrendered to each party on exchange. Repair or exchange is subject to the original item being genuine and unaltered.

5.2 The warranty stated in clause 5.1 will be the balance of the Product Warranty, or ninety (90) days, whichever is greater.

5.3 To extend permitted by law all terms other than the ones and any additional terms referred to in clause 1, including (without limitation) all implied and statutory warranties and conditions, are excluded. Where any law (such as Australian Consumer Law or New Zealand's Consumer Guarantee Act and Commerce Act) prevents this exclusion from operating in relation to a particular term, to the extent permitted by that law Mobilecare limits its liability for the breach of that term to the remedy to resupply the source.

5.4 **Repair to the goods may result in loss of the data. It includes, for example, songs, photos, telephone numbers and**

electronic documents. Toshiba is not responsible for any loss of data and recommends that the Customer backs up and secures the data prior sending the goods in for repair or service.

5.5 **Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.**

6.0 Disposal of uncollected goods

6.1 This clause applies if the Customer fails to collect the Product after completion of the Services or the Customer was supposed to do so and/or following quotation where no Customer instructions are received by Mobilecare. In those circumstances, the Customer agrees that Mobilecare may dispose the Product in accordance with this clause.

6.2 Mobilecare will notify the Customer by phone, SMS or email that the Product has been repaired. If, after three (3) months of such notification, the Customer has not paid for the repair and/or collected or made arrangements for the collection of the Product, Toshiba will deem the Product "abandoned" and Toshiba may, in its absolute discretion, dispose of the Product in accordance with Clause 6.3 hereof.

6.3 If after three (3) months from the date of repair being completed the Customer has not collected the Product or requested Mobilecare to send the Product to the Customer, Mobilecare may dispose of the Product by such means as it considers appropriate, including (but not limited to) private sale, auction, gift or destruction. Mobilecare will apply the proceeds of any sale of the Product in the following sequence until the proceeds are exhausted:

- (a) To pay any amount owed by the Customer in relation to the Services;
- (b) To pay any unpaid fees of the kind referred to in clause 6.3;
- (c) To pay any other amounts owed by the Customer to Mobilecare or Toshiba; and
- (d) As a donation to a registered charity of Mobilecare's choosing.

6.4 If the proceeds of sale of the Product are insufficient to cover the amounts referred to in the paragraphs 6.3(a)-(c) above, Mobilecare reserves the right to recover the shortfall from the Customer.

6.5 The Customer may collect the Product or instruct Mobilecare to send the Product to the Customer at any time up until, but not after, four (4) months from the date of invoice, provided that Mobilecare will not be obliged to release or send the Product until after the Customer has paid any outstanding amounts owed to Mobilecare.

7.0 Liability

Apart from the liabilities accepted by Mobilecare in clauses 5.2 and 5.3, Mobilecare expressly excludes all liability to the Customer in relation to the Services, the Product and anything done or not done by Mobilecare in accordance with these terms. This exclusion includes (but is not limited to) liability in negligence and liability for indirect, special or consequential loss (including without limitation loss of or defective software, data, wasted expenditure, loss of income or business opportunities and loss of employment).

Customers please note:

- 1. If the fault is deemed to fall outside the Warranty guidelines then a quotation will be provided to you prior to repair commencement.
An **Assessment fee** of \$82.50 AUD or \$92.00 NZD inc GST applies if you choose not to proceed with the quoted repair.**
- 2. Toshiba Mobilecare is NOT responsible for any data* loss or data* security associated with a repair. We recommend that you back-up and secure any data* before submitting the computer in for service.**
- 3. Customers are responsible for adequate packaging and providing access to the computer including passwords. All service charges must be paid in full prior to the return of repaired product.**

*Data - includes programs, documents and any other information stored in the computer. Data backup, virus or spyware removal and data recovery services are not provided.

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Toshiba Mobilecare accepts EFTPOS, EFT, VISA, AMEX, MASTERCARD or Cash. Personal cheques are not accepted without prior approval from Toshiba.