

TOSHIBA (AUSTRALIA) PTY. LIMITED

**Expressed Limited Warranty (Australia & New Zealand)
MES-S Series Mobile Audio Player – Return to Depot Repair Warranty**

TOSHIBA (AUSTRALIA) PTY LIMITED (“TAP”) makes the following limited warranties to original consumers in Australia & New Zealand.

THESE EXPRESSLY STATED LIMITED WARRANTIES EXTEND TO THE ORIGINAL CONSUMER PURCHASER OR ANY PERSON RECEIVING THIS MES-S SERIES MOBILE AUDIO PLAYER AS A GIFT FROM THE ORIGINAL CONSUMER PURCHASER AND TO NO OTHER PURCHASER OR TRANSFEREE. MES-S SERIES MOBILE AUDIO PLAYERS PURCHASED IN AUSTRALIA OR NEW ZEALAND AND USED ANYWHERE OUTSIDE OF AUSTRALIA & NEW ZEALAND ARE NOT COVERED BY THESE EXPRESSLY STATED WARRANTIES. MES-S SERIES MOBILE AUDIO PLAYERS PURCHASED ANYWHERE OUTSIDE OF AUSTRALIA & NEW ZEALAND ARE ALSO NOT COVERED BY THESE EXPRESSLY STATED WARRANTIES.

Limited One (1) Year Warranty on Parts and Labour

TAP warrants this MES-S Series Mobile Audio Player and its parts against defects in materials or workmanship for period of one (1) year after the date of original retail purchase.

DURING THIS PERIOD, TAP WILL, AT TAP'S OPTION, REPAIR OR REPLACE A DEFECTIVE PART WITH A NEW OR REFURBISHED PART WITHOUT CHARGE TO YOU.

This expressed limited warranty excludes all accessories.

Commercial Units

MES-S Series Mobile Audio Players sold and used for commercial purposes or where the usage exceeds 100 power-on hours a week have a limited warranty for all parts and labour, which warranty begins on the date of original retail purchase and ends on the date that is ninety (90) days thereafter.

Important advice

The purchaser warrants that the use of the product will not violate any law regulation or treaties and that such use will not be in breach of the intellectual property rights or licensing laws in Australia and New Zealand.

The MES-S Series Mobile Audio Player uses software to encrypt the tracks of music CD or tracks in the form of an MP3, WMA or WAV file to WMA format, and transfers it to the player.

Other audio file formats may not be compatible with this system.

TAP DOES NOT recommend the use the MES-S Series Mobile Audio Player in environment where isolation to the surrounding noise could compromise safety, such as when driving or riding a vehicle.

THE ABOVE WARRANTIES ARE SUBJECT TO THE FOLLOWING CONDITIONS:

(1) You must retain your sales invoice or provide other proof of purchase.

(2) All warranty servicing of this MES-S Series Mobile Audio Player must be made by the Depot Warranty Repair Center specified by TAP's Support Centre

Australia: Toll free 13 30 70 Mon-Fri 9.00am-5.00pm (AEST).

New Zealand: Toll Free 0800 445 439 Mon-Fri 9.00am - 5.00pm (AEST).

(3) The warranties from TAP are effective only if this MES-S Series Mobile Audio Player is purchased and operated in Australia & New Zealand.

(4) Labour service charges for set installation, setup and adjustment of customer controls are not covered by this warranty.

(5) Warranties extend only to defects in materials or workmanship as limited above, and do not extend to any MES-S Series Mobile Audio Player or parts that have been lost or discarded by you or damage to the MES-S Series Mobile Audio Player, parts or cosmetic parts caused by fires, misuse, accident, Acts of God (such as lightning or fluctuations in electric power), improper installation, improper maintenance, or use in violation of instructions furnished by TAP; use or malfunction through simultaneous use of this MES-S Series Mobile Audio Player and connected equipment; or to units that have been modified or had the serial number removed, altered, defaced, or rendered illegible.

(6) No person, agent, distributor, dealer or company is authorised to change, modify or extend the terms of these expressly stated warranties in any manner whatsoever.

(7) The purchaser warrants that the use of the product will not violate any law regulation or treaties and that such use will not be in breach of the intellectual property rights or licensing laws of the UK

(8) IF YOUR 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, TAP SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF DATA, OR ANY OTHER DAMAGE RESULTING THEREFROM. WHEN COPYING OR TRANSFERRING YOUR DATA, PLEASE BE SURE TO CONFIRM WHETHER THE DATA HAS BEEN SUCCESSFULLY COPIED OR TRANSFERRED. TAP DISCLAIMS ANY LIABILITY FOR THE FAILURE TO COPY OR TRANSFER THE DATA CORRECTLY.

(9) The TFT display may present up to 2 non-conforming pixels, (bright or dark spots) representing less than 0.003% error rate. This is the limitation of the technology and is not specific to Toshiba products.

TAP_MES-S 0405

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How to Obtain Warranty Service

If, after following all of the operating instructions in this manual and reviewing the section entitled "Troubleshooting", you find that service is needed, you need to report the defect immediately;

(1) Contact TAP's Support Centre
Australia: Toll free 13 30 70 Mon-Fri 9.00am-5.00pm (AEST).
New Zealand: Toll Free 0800 445 439 Mon-Fri 9.00am - 5.00pm (AEST).

(2) TAP will attempt to diagnose your problem & if it cannot be resolved over the phone in reasonable time, the entire MES-S Series Mobile Audio Player must be sent to the Depot Warranty Repair Center specified by TAP. You must include a copy or original sales invoice or other proof of purchase along with the product and the Service Request reference number supplied by TAP at the time of your call. You are responsible for all inbound transportation and insurance charges for the MES-S Series Mobile Audio Player to the Depot Warranty Repair Center specified by TAP, ensuring adequate packaging is used to protect the goods during transport. TAP will return the player to you, at our cost, using our choice of standard mail or road freight.

For additional information, visit TAP's website:
www.isd.toshiba.com.au

Statutory rights and exclusions - Australia only

Certain legislation including the Trade Practices Act (1974) and other Commonwealth, State and Territory legislation implies warranties and conditions into

consumer contracts. These warranties and conditions exist separately from and are not affected by the express warranties referred to in this booklet. Subject to such legislation and to the express warranties contained in this booklet all warranties, conditions and liability implied by law are hereby excluded and Toshiba (Australia) Pty Limited shall not be liable for any direct or indirect loss or damage of any kind arising from the products or your use of them (including but not limited to loss of profits and incidental or consequential loss or damage).

Limitation of Liability (New Zealand only)

Where the Consumer Guarantees Act 1993 does not apply to the supply of the Toshiba product, Toshiba (Australia) Pty. Limited will not be liable in any way for a direct or indirect loss or damage of any kind arising from the Toshiba product, including consequential loss or damage, and loss or damage arising from the negligence of TAP's employees and agents. This warranty is personal to the person named in the Warranty Application Form and cannot be transferred to a subsequent purchaser (although the purchaser may in some circumstances have rights under the Consumer Guarantees Act 1993).

Privacy Statement

Information supplied by you is used by Toshiba to process your request and to perform a warranty action. No information will be disclosed without your permission. Visit Toshiba's Web site for more information www.isd.toshiba.com.au.

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