

TOSHIBA MOBILE CELLULAR TELEPHONE WARRANTY

For the purpose of this warranty references to "Supplier" means "Toshiba" who is the supplier of the warranty; references to "Mobile Phone" mean the mobile telephone hardware which this Warranty accompanies, the details of which appear at the end of this document; references to "You" and "Your" means you as the purchaser of the Mobile Phone. For further information on how to claim warranty, please contact your Distributor. THIS WARRANTY is applicable ONLY in MALTA. This is NOT an international warranty and no warranty claims will be supported outside of Malta.

1. THE TERMS OF THIS WARRANTY DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER MALTESE LAW.

2. Your Mobile Phone is warranted to be free from defects in material and workmanship arising under normal use and service, for **24 months on the mobile phone and 6 months on the battery** from the date of first purchase. For Software issues please refer to the End User License Agreement (EULAs) issued by Microsoft for Windows Mobile Software and other software suppliers which are inside the Mobile Phone carton box and clause 11 below.

3. Supplier's obligation under this warranty shall be to repair or replace the Mobile Phone or any components free of charge, in the event of any failure or defect covered by the warranty arising during the warranty period, unless repair or replacement is impossible or disproportionate in relation to its cost, provided that the product had only been used in strict adherence to the operating instructions supplied.

4. Supplier may use newly manufactured or a refurbished service part at its option to repair the Mobile Phone.

5. This warranty is valid in Malta in relation to the Mobile Phone for which your warranty has been registered.

Toshiba Mobile phones which are purchased in Malta must be registered on the website : <http://www.tabone.com/mobilereg.asp>

If the Mobile Phone is not registered within 3 days of purchase, the warranty will be Void and product will not be covered by warranty.

It is the Mobile Phone that is warranted rather than the owner.

6. Supplier, its authorised resellers ("Authorised Resellers") and authorised service providers ("Authorised Service Providers") reserve the right to request proof of purchase (e.g. a paid and dated invoice) showing model and serial number before providing any warranty service or repair confirmation.

7. Any Mobile Phone or component repaired or replaced under the warranty shall be covered by the balance of the original warranty period applying to the Mobile Phone or component. With regards to the fault(s) which gave rise to the repair, the warranty period shall be extended for three months from the date of delivery of the repaired item with regards to that fault or faults, if greater than the remaining original warranty period. All Mobile Phones and components replaced under warranty shall become the property of the Supplier.

8. This warranty shall not apply to any failure or defect attributable to (a) accidental damage, improper use, or any modification, adaptation or neglect caused by You or (b) wear and tear. This also applies to the hardware casing. Should you claim a repair that is not covered under the warranty terms, any of Supplier, Authorised Reseller or the Authorised Service Provider may charge you the costs of the repair including parts and labour. (c) This guarantee does not cover any damages resulting from connecting the mobile phone to a power supply different from the range of 100 to 240Volts A.C. or from subjecting it to misuse, neglect, or accidents.

9. You must make sure you have a full back up of your data on external media or synchronised personal computer at Your disposal before You send back Your Mobile Phone to Supplier for repair, setting or re-setting issues. It is Your responsibility to obtain the explicit consent of any individuals whose data is stored by the Mobile Phone to accept the transfer of that data to the Supplier or to delete that data prior to handing over the Mobile Phone for repair or replacement. Before checking the mobile phone functionality, the workshop will start by resetting the mobile phone to factory condition which will result in the complete and permanent loss of any data including but not limited to contact details, appointments and photos which are stored on the mobile phone.

10. This warranty shall be inapplicable if failure of the Mobile Phone or component has resulted from service, maintenance or repair other than by Supplier, an Authorised Reseller or Authorised Service Provider, or if the Mobile Phone or component labels/serial numbers have been altered or obscured.

11. Except to the extent implied by applicable law, Supplier makes no warranty or representation with respect to any pre-installed software, its quality, performance, merchantability, or fitness for a particular purpose. Nor does Supplier warrant that the functions contained in the software will meet your specific requirements or that the operation of the software will be uninterrupted or error free. As a result, unless otherwise stated in writing, the software and functions are supplied "as is".

12. Except for this specific warranty provided, Supplier, its Authorised Resellers or Authorised Service Provider do not issue any warranty or guarantee for your Mobile Phone.

13. Supplier expressly disclaims and excludes all conditions, warranties and other terms with regard to the Mobile Phone, including, but not limited to, in every case whether express or implied by statute, common law, custom, collaterally or otherwise, to the fullest extent permitted by applicable law. In particular, but without limit to the generality of the foregoing exclusion, any conditions, warranties and other terms as to ownership of any software, as to price and / or non-infringement of third party rights are excluded whether in contract or tort. Any implied warranties that may be imposed by applicable law are limited in duration, subject to such applicable law, to the term of the express limited warranty given by Supplier.

14. Also, Supplier does not warrant that operation of the Mobile Phone linked to a PC will be uninterrupted or error free. You must read and follow all set-up and usage instructions in the Mobile Phone instruction and user's manuals, as provided. If you fail to do so, the Mobile Phone may not function properly and you may lose data or suffer other damage.

15. To the maximum extent permitted by applicable law, and except as provided herein in no event shall Supplier, Authorised Resellers, Authorised Service Providers or the manufacturer be liable for damage to, or loss or corruption of, records, programs, data or removable storage media including the cost of recovering such programs or data (including damages for loss of business profits, loss of revenue, loss of data, loss of software, the cost of software reconfiguration or other special, loss of savings or anticipated savings or other special, incidental, exemplary or consequential damages) whether for breach of warranty, contract, strict liability, tort or otherwise arising out of or resulting from the use of or inability to use the Mobile Phone and/or the enclosed materials (including any software and all written materials such as the safety instruction and user's manuals), even if Supplier, Authorised Resellers, Authorised Service Providers or manufacturer, have been advised of the possibility of such damages or of any claim by any third party.

16. In any event, and to the fullest extent permitted by applicable law, any liability of Supplier's Authorised Resellers, Authorised Service Providers or manufacturer which is not excluded shall be limited to the purchase price of the Mobile Phone.

17. Nothing in this warranty attempts to exclude or reduce the Supplier's liability for personal injury or death caused by or arising from its negligence or from fraudulent misrepresentation and as otherwise required by applicable law.

18. In the unlikely event of experiencing any anomalies with your Toshiba mobile phone, please make contact with our HELPLINE on the following numbers:

UK : 044 870 460 7045 or in Malta on support number 21 493601 or by email : support@tabone.com.

Emails must be short and specific to the help subject requested and the SUBJECT of the EMAIL MUST BE : MOBILEHELP.

With this warranty you are entitled to three (3) hours of free telephone / helpdesk support plus a reasonable number of email support free of charge. Telephone calls are charged at standard telephone operator rates.

Email, Telephone and Helpdesk support is to cover the Toshiba Hardware Products ONLY. No software support, consultancy or training is covered by this warranty.

Before calling, please visit <http://www.tabone.com/mobiletips.asp> to see if your question can be solved by following the instructions. Before calling or sending an email, please ensure that the mobile phone is registered as explained in clause 5 above and to have the serial number of your mobile phone ready. The serial number is written below the battery and on the carton box and starts with IMEI followed by a number.

19. Terms and Conditions of telephone support service :

Tabone does not give warranty or other assurance as to the operation, quality or functionality of its service. Access to its service may be interrupted, restricted or delayed for any reason.

Tabone also does not give any warranty or other assurance as to the content of the advice given by its representatives, its accuracy, completeness, timelessness or fitness for any particular purpose. To the full extent permissible by law, Tabone disclaims all responsibility for any damages or losses (including, without limitation, loss of data, financial loss, damages for loss in business projects, loss of profits or other consequential losses) arising in contract, tort or otherwise from the use of or any action or decision taken as a result of using, or inability to use, the service.

Using the Helpdesk Service constitutes acceptance of these terms and conditions. This free support is valid for 24 months from first purchase of the mobile phone.

Support hours: Monday - Friday 8am to 7pm Saturday - 9am to 12am closed on Sundays & Holidays.

Address of Supplier:

Toshiba Mobile Communications Ltd, Riverside Way, Camberley, Surrey GU15 3YA, England

Supplier in Malta :

Tabone Computer Centre 111 Old Railway Track St. Venera HMR16 Malta.

In case any repairs are necessary, the product should be returned directly to Tabone Computer Centre at the original purchaser's own cost and risk together with the proof of purchase.

Models Covered: Toshiba Mobile Phones.

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