

# **TOSHIBA AMERICA INFORMATION SYSTEMS, INC. (“TAIS”)**

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**Toshiba America Information Systems, Inc.**  
**Telecommunication Systems Division**  
**End-User Limited Warranty**

Toshiba America Information Systems, Inc., ("TAIS") warrants that this telephone equipment manufactured by Toshiba (except for fuses, lamps, and other consumables) will, upon delivery by TAIS or an authorized TAIS dealer to a retail customer in new condition, be free from defects in material and workmanship for twenty-four (24) months after delivery, except as otherwise provided by TAIS in the TAIS warranty accompanying the products or posted on TAIS's website. Products which are not manufactured by Toshiba but are purchased from Toshiba, will be subject to the warranty provisions provided by the equipment manufacturer, unless TAIS notifies the end-user of any additional warranty provisions in writing.

This warranty is void (a) if the equipment is used under other than normal use and maintenance conditions, (b) if the equipment is modified or altered, unless the modification or alteration is expressly authorized by TAIS, (c) if the equipment is subject to abuse, neglect, lightning, electrical fault, or accident, (d) if the equipment is repaired by someone other than TAIS or an authorized TAIS dealer, (e) if the equipment's serial number is defaced or missing, or (f) if the equipment is installed or used in combination or in assembly with products not supplied by TAIS and which are not compatible or are of inferior quality, design, or performance.

The sole obligation of TAIS or Toshiba Corporation under this warranty, or under any other legal obligation with respect to the equipment, is the repair or replacement of such defective or missing parts as are causing the malfunction by TAIS or its authorized dealer with new or refurbished parts (at their option). If TAIS or one of its authorized dealers does not replace or repair such parts, the retail customer's sole remedy will be a refund of the price charged by TAIS to its dealers for such parts as are proven to be defective, and which are returned to TAIS through one of its authorized dealers within the warranty period and no later than thirty (30) days after such malfunction, whichever first occurs.

Under no circumstances will the retail customer or any user or dealer or other person be entitled to any direct, special, indirect, consequential, or exemplary damages, for breach of contract, tort, or otherwise. Under no circumstances will any such person be entitled to any sum greater than the purchase price paid for the item of equipment that is malfunctioning.

To obtain service under this warranty, the retail customer must bring the malfunction of the machine to the attention of one of TAIS' authorized dealers within the applicable warranty period and no later than thirty (30) days after such malfunction, whichever first occurs. Failure to bring the malfunction to the attention of an authorized TAIS dealer within the prescribed time results in the customer being not entitled to warranty service.

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No TAIS dealer and no person other than an officer of TAIS may extend or modify this warranty. No such modification or extension is effective unless it is in writing and signed by the Vice President and General Manager, Telecommunication Systems Division.

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