

## **WARRANTY CONTACT INFORMATION**

For Warranty Support of:

- Toshiba 2.5-inch, 3.5-inch Enterprise-class Hard Disk Drive storage products, Toshiba 2.5-inch Mobile, Toshiba 3.5-inch Desktop and Fujitsu Branded 3.5-inch Enterprise-class Hard Disk Drive storage products, please contact us at 877-689-4899, option #1.

You may also visit our website at [www.toshiba.semicon-storage.com](http://www.toshiba.semicon-storage.com) for more information.

## **TECHNICAL SUPPORT INFORMATION**

Toshiba Storage Products Business Unit Technical Support personnel are available by phone at (877) 689-4899, option #2 for all Toshiba and Fujitsu branded Hard Disk Drive storage products. You may also contact technical support at [taec\\_spbu\\_techhelp@taec.toshiba.com](mailto:taec_spbu_techhelp@taec.toshiba.com).

Transportation and insurance charges for shipment of the Product to an authorized service center must be pre-paid by you. You must properly pack the Product for shipment in the original packaging or equivalent shipping container. Toshiba will not reimburse you for this expense. Toshiba is not responsible for any Products lost or damaged during shipping. If the Product is not insured and the Product is lost or damaged during transit, you will be responsible. Do not return any accessories, including but not limited to, power cords, CD's, Diskettes, PC Cards or docking stations.

## **LIMITED WARRANTY PERIOD**

The limited warranty period for Toshiba drives varies by model. For a current listing of our models and their warranty periods please refer to the Limited Warranty Period matrix at:

<http://storage.toshiba.com/warrantyperiod>

If you own a Toshiba Hard Disk Drive storage product and need to verify your warranty period visit <https://myapps.taec.toshiba.com/myapps/admin/jsp/webrma/addRequest1NoLogin.jsp?Action=NEW> or you can call our Warranty Service center at 877-689-4899, option #1 and they will help you determine the remaining warranty of your drive.

## **WHAT DOES MY LIMITED WARRANTY COVER?**

Toshiba America Electronic Components, Inc. ("Toshiba") warrants that a Product ("Product") is free from defects in materials or workmanship under normal use for the specified period from the date of original purchase for the specific type product purchased when it is purchased new from Toshiba or a Toshiba authorized reseller in the United States of America, United States Territories, and Puerto Rico. After the specified timeframe this Limited Warranty shall be void.

You may be required to provide proof of purchase as a condition of receiving warranty service.

During the 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, replace the defective Product with a product that is at least equivalent to the original Product or refund your original purchase price or the current replacement cost for your specific model whichever is less, if the return is accompanied by a valid Proof Of Purchase (POP).. The replacement Product is warranted for ninety (90)

days or the remainder of the 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.

### **WHERE IS THIS LIMITED WARRANTY VALID?**

This Limited Warranty is valid only within the United States, United States Territories, Puerto Rico and Canada.

### **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?**

- Toshiba Storage Products included as a component of another device such as a laptop, MP3 player, or non-Toshiba branded external housing. Such devices may be warranted by the device manufacturer, if any. Please contact the place of purchase or device manufacturer directly for warranty service.
- Service made necessary by accident, misuse, abuse, neglect, improper installation, improper maintenance, improper connection with any device or software, or modifications to the Product not approved in writing by Toshiba;
- Repair or replacement of covers, plastics, or cosmetic parts such as interior or exterior finishes or trim, and damage caused by normal wear and tear;
- Service made necessary by any external cause, including fire, theft, acts of God, power failures, surges or shortages, lightning, other disasters, or repairs by persons other than those authorized by Toshiba to service the Product;
- Service on Product purchased outside the United States, United States Territories and Puerto Rico;
- Service made necessary by use of incompatible third party products;
- 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 Quick Install Guide;
- Damage from use of parts not manufactured or sold by Toshiba; and
- Service on any Product used in a critical application (defined below).

You are responsible for payment of any repair or replacement outside the scope of this Limited Warranty.

**DISCLAIMER AND LIMITATION OF REMEDY.** ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, 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 YOU.

IF SUPPLIED, YOU MUST READ AND FOLLOW ALL SET-UP AND USAGE INSTRUCTIONS IN THE QUICK INSTALL GUIDE. IF YOU FAIL TO DO SO, THIS PRODUCT MAY NOT FUNCTION PROPERLY AND YOU 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, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OR REPLACEMENT AT TOSHIBA'S SOLE DISCRETION. IN NO EVENT WILL TOSHIBA, ITS AFFILIATES, OR SUPPLIERS BE LIABLE TO YOU 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, YOUR 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, TORT, OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT AND/OR THE QUICK INSTALL GUIDE, EVEN IF TOSHIBA, OR AN AUTHORIZED TOSHIBA REPRESENTATIVE, AUTHORIZED SERVICE CENTER, 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 ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

#### **PROTECTION OF STORED DATA**

TOSHIBA SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF DATA, OR ANY OTHER DAMAGE RESULTING FROM FAILURE OR MALFUNCTION OF THE PRODUCT. WHEN COPYING OR TRANSFERRING YOUR 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 THE PRODUCT FOR SERVICE, BE SURE TO BACKUP 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.

#### **CRITICAL APPLICATIONS**

This Product is not designed for any "Critical applications". "Critical applications" means life support systems, medical applications, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage. ACCORDINGLY, TOSHIBA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE PRODUCT IN ANY CRITICAL APPLICATIONS. IF YOU USE THE PRODUCT IN A CRITICAL APPLICATION, YOU, AND NOT TOSHIBA, ASSUME FULL RESPONSIBILITY FOR SUCH USE. FURTHER, TOSHIBA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY PRODUCT USED IN A CRITICAL

APPLICATION, AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TOSHIBA'S SERVICE OR REFUSAL TO SERVICE SUCH PRODUCT.

### **REGULATORY COMPLIANCE**

The device has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in residential installation. This device generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to television and radio communications. However, there is no guarantee that interference will not occur in a particular installation. Any changes or modifications made to the device, connection method, and/or cables may void the users' authority to operate this device.

### **DECLARATION OF CONFORMITY**

This product is in conformance with Part 15 of the FCC Rules and Regulations for Information Technology Equipment. Operation of this product is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Toshiba America Electronic Components, Inc.  
Storage Products Business Unit  
9740 Irvine Blvd., Suite D700  
Irvine, California 92618  
949-462-7700  
[www.toshiba.semicon-storage.com](http://www.toshiba.semicon-storage.com)

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