

ENHANCED SERVICE PLAN AGREEMENT**ASSURED SERVICE PROGRAM FOR NOTEBOOK OR HYBRID COMPUTERS**

N.B.: Effective from 1 August 2019

THIS ENHANCED SERVICE PLAN AGREEMENT ("AGREEMENT", OR "SERVICE") COLLECTIVELY WITH THE EXPRESSED LIMITED WARRANTY ("WARRANTY") TERMS AND CONDITIONS SUPPLIED WITH YOUR NOTEBOOK OR HYBRID COMPUTER ("PRODUCT" OR "GOODS") FORMS THE ENTIRE AGREEMENT BETWEEN YOU AND DYNABOOK ANZ PTY LIMITED ("DYNABOOK" OR "MANUFACTURER").

GENERAL TERMS

Under this Agreement, Dynabook provides "Assured" service for a Product that has been purchased and registered for a service plan provided the Product is imported and sold by Dynabook through its Authorised Resellers, Retailers and Distributors ("Supplier"). This "Assured" service only applies only to Product that is new, or refurbished and certified by Dynabook, on the date of purchase, and for which you have an invoice showing proof of purchase.

The "Assured" service provides cover for accidental damage (excluding loss, theft or entire immersion into fluid) to a Product. You agree to pay a service fee of \$100.00 (inc. GST) for each "Assured" service request made under this Agreement. The fee is payable to Dynabook, or its nominated Authorised Service Provider's ("ASP"). This Agreement excludes all accessories and/or storage devices purchased with the Product. Please refer to those applicable limited warranty statements.

This service plan subject to this Agreement may only be bought and registered within 30 days from the Product's date of purchase.

This Agreement is between Dynabook and the customer ("customer" or "you"), as expressly identified in the Service Registration Request ("Registration") supplied at the time of purchase of the service plan, and for the service level, service coverage and Product shown in the Registration. The entitlement to receive "Assured" service under the terms of the service plan is activated upon registration for a service plan, which will start from the Product's purchase date, and shall terminate at the end of the service plan agreement period.

Any service outside the scope of this Agreement shall be at Dynabook's or, its ASP, or the Supplier's rates and terms then in effect at the time of service. Dynabook recommends that you confirm any rates and terms prior to signing any separate service or repair agreement on your Product.

This Agreement and any resultant service arrangements is valid only within Australia and New Zealand.

To the extent permitted by law, Dynabook reserves the right to modify the terms and conditions of this Agreement, including fees, at any time.

CONSUMER GUARANTEES (AUSTRALIA ONLY)

Consumer Guarantees apply to goods bought on or after 1 January 2011 by a consumer from a Supplier, in the course of a normal trade (not by way of auction where the auctioneer acts as agent of the owner(s)), and where the goods are normally used for personal, domestic or household purposes.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- ***to cancel your service contract with us; and***
- ***to a refund for the unused portion, or to compensation for its reduced value.***

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

THIS AGREEMENT IS NOT INTENDED TO AND DOES NOT LIMIT YOUR RIGHTS WITH RESPECT TO THE CONSUMER GUARANTEES (IN AUSTRALIA) OR CONSUMER GUARANTEES ACT (IN NEW ZEALAND).

PROTECTION OF STORED DATA

Repair to the goods may result in loss of data. It includes, for example, audio, photos, videos, contacts and electronic documents. Dynabook recommends that you back up and secure your data prior sending the goods for repair or service.

As a precaution against possible failures, alternation, or loss of data stored on your Product, Dynabook recommends that you maintain more than one copy of your data, through periodic back-ups, to an external source. When copying or transferring your data, ensure the data has been successfully copied or transferred, prior to altering or deleting the original data.

Dynabook disclaims any liability for the security or loss of data due to any trouble, failure or malfunction of the Product, or failure to copy or transfer the data correctly.

WHAT IS PROVIDED UNDER THE AGREEMENT

This Agreement is valid once the Service has been purchased and registered.

During the term of this Agreement and subject to the within conditions, Dynabook will provide, through its nominated service point (return to depot service), a repair as necessary to maintain the Product to its "Operating Specification". Dynabook defines "Operating Specification" as fitness for regular and routine use of the Product under normal operating conditions to the Manufacturer's specification, with the original operating system installed in a pre-registration condition.

This Agreement covers:

- Accidental damage to the Product that affects its operability, such as display (LCD) cracks, broken port connectors etc.;
- Accidental fluid spills onto the Product (but not entire immersion);
- Damage to the Product's internal circuitry due to an electrical surge;
- Excessive wear and tear that affects the Product's "Operating Specification".

Repair or Replacement Service

- Under this Agreement, at Dynabook's discretion, a Product will be repaired or an exchange may be offered.
- **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.**
- Replacement parts will be functionally equivalent to the original specification.
- An exchange may be offered where the repair is uneconomical or the Product is non-repairable. If an exchange is necessary, Dynabook will offer a Product of equivalent specifications and in age to the Product originally purchased. **If the Product is exchanged Dynabook may transfer this Agreement to the replacement Product for the remaining Agreement term.**

Limits of Service Provided under this Agreement

This Agreement limits the number of repair claims during the Agreement term to the following:

- 3-year Agreement term – up to 3 claims;
- 4-year Agreement term – up to 4 claims

Any additional repair claim to the maximum above shall be at Dynabook's or the ASP's rates and terms then in effect.

WHAT IS **NOT** PROVIDED UNDER THE AGREEMENT

- Data recovery services. Any damage to or loss of data or programs, or costs of recovering such data or programs. You are solely responsible for all data and program stored on the Product.
- Any damage to or defect on the Product that is cosmetic in nature, or otherwise does not affect the Product's functionality or materially impair its use, such as but not limited to: **scratches, dents, minor cracks and discolouration.**
- Any intentional damage, such as but not limited to: peeling or removing the screen's anti-glare film.
- Product that is used for commercial, rental or in conditions outside their operating specifications.
- Any peripheral or accessory devices, such as but not limited to: dock and docking solutions, external USB devices (like storage devices), printers, external speakers, carry cases, monitors, external keyboard and mouse, and other devices not internal to the Product; refer to the applicable limited warranty statement for those goods.
- Replacement of the Product's main battery where it has gone beyond its effective lifespan or from excessive wear and tear.
- Product that was repaired or attempted to be repaired by anyone other than Dynabook or its nominated ASP. **NB: This will void and cancel this Agreement.**
- We will not reimburse you for, or make right, any repairs that you or any unauthorised person make or attempt to make to the Product, without prior written authorisation from Dynabook.
- Any Product that is lost or stolen, or intentionally damaged, or damaged by an act of God, or civil disturbance, such as not exclusive to: fire, flood, earthquake, war.

REGISTRATION OF THE SERVICE

"Assured" service is activated once the customer has registered the service plan and which has been accepted and validated by Dynabook.

For assistance in registering this Service, contact warranty@dynabook.com or the Dynabook Support Centre and have the following information available:

- Your Product's model and serial numbers, and
- Product proof of purchase, and
- Service plan proof of purchase (where not shown on the original Product proof of purchase).

HOW TO OBTAIN SERVICE

- Log a service request online at <http://anz.dynabook.com/support/book-a-service> (preferred),
- Call the Dynabook Support Centre,
- Email your service request to warranty@dynabook.com.

The following information is required to book an "Assured" service:

- Product serial number

- Product model/part number
- Contact name
- Contact phone number
- Contact e-mail address
- Description of damage and how it occurred
- Your reference number (where applicable)

Following assessment of the Product, if Dynabook accepts to repair under this Agreement, you must pay the service fee of \$100.00 Inc. GST prior to the Service being performed.

DYNABOOK ONLINE SUPPORT

Technical support is available electronically on Dynabook's website <http://anz.dynabook.com>. Here you will find answers to many commonly asked technical questions in Australia and New Zealand, plus downloadable software drivers and utilities.

DYNABOOK SUPPORT CENTRE

Dynabook provides limited complimentary technical phone support, during normal business hours, 5 days a week, for 90 days following the new purchase of your Product.

Australia : **13 30 70**

New Zealand : **0800 445 439**

Expert staff provides technical assistance. Be sure to have the following information available before you call:

- Your product's model and serial numbers
- Applicable error messages or fault

If the service provided does not meet the offer outlined in this document, please detail your concerns to Customer Support, by letter addressed to the below, or email to customerrelations@dynabook.com.

Dynabook ANZ Pty Limited
PO BOX 350
NSW 1670, Australia

or

Dynabook ANZ Pty Limited (Head Office)
L3, Building C, 12-24 Talavera Road
North Ryde, NSW 2113, Australia

IMPORTANT NOTICE TO THE CONSUMER FOR CHANGE, CANCELLATION, EXCHANGE AND TRANSFER

You have a right to cancel this Agreement where no "Assured" service has been performed within 30 days from and including the day after you purchased this Agreement.

To cancel this Agreement, you must contact Dynabook (refer to the contact information included in the Dynabook Support Centre section) in writing (letter or by e-mail), detailing the reasons for the request of the cancellation, whilst also including the Product model and serial numbers.

You may transfer the Service to another Product if the Product is exchanged within the Dynabook expressed warranty period. In the event of an exchange, you must inform Dynabook within 7 days of the exchange and provide to Dynabook such information as it requires, in order to activate entitlement on the replacement Product.

Dynabook reserves the right to cancel this Service providing you with 30 days notice, upon you failing to pay on the due date for payment of any outstanding fees payable to Dynabook.

STATUTORY RIGHTS AND EXCLUSIONS - AUSTRALIA ONLY

Certain legislation including the Competition and Consumer Act 2010 and other State or Territory legislation that might apply imply warranties and conditions into consumer contracts. These warranties and conditions exist separately from and are not affected by the Warranty referred to in this booklet. Subject to such legislation and to the Warranty contained in this booklet all warranties, conditions and liability implied by law that may be excluded are hereby excluded and Dynabook shall not be liable for any direct or indirect loss or damage of any kind arising from the goods or your use of them (including but not limited to loss of profits and incidental or consequential loss or damage).

STATUTORY RIGHTS AND EXCLUSIONS – NEW ZEALAND ONLY

If you acquire the goods from Dynabook through its Authorised Resellers and Distributors for the purposes of a business then pursuant to section 43(2) of the Consumer Guarantees Act 1993 ("CGA") it is agreed that the provisions of the CGA do not apply. To the fullest extent permitted by law in New Zealand, Dynabook excludes any liability for any direct or indirect loss or damage of any kind arising from the goods, including consequential loss or damage, or loss of profits, and loss or damage arising from the negligence of Dynabook's employees and agents. This Warranty is personal to the original purchaser and cannot be transferred to a subsequent purchaser (although the purchaser, in some circumstances, may have rights under the Consumer Guarantees Act 1993 or the Sale of Goods Act 1908). These exclusions do not exclude Dynabook's liability in respect of any warranties or guarantees implied by any relevant legislation in New Zealand which cannot be legally contracted out of.

PRIVACY STATEMENT

Information supplied by you is used by Dynabook to process your request and/or to perform a warranty action. Refer to Dynabook's Privacy Policy at <http://anz.dynabook.com/privacy>.