Toughbook Personal / Notebook Computers - 36 Month Warranty

The product is not intended for use as, or as part of nuclear equipment/systems, air traffic control equipment/systems, aircraft equipment/systems(as defined in *(i)), medical devices or accessories(as defined in *(ii)), medical treatment diagnosis image display, life-support system, or other equipment/devices/systems that are involved with ensuring human life or safety. Our products are not intended to be used as an integral component of the systems used in such environments and, as such, the products cannot be used in those environments. Panasonic cannot be held responsible in any way for any damage or loss resulting from the use of this unit in these types of equipment, devices or systems, etc.

(*i) Aircraft equipment/systems include Electric Flight Bag (EFB) systems are defined by FAA AC120-76D or EASA Commission Regulation (EU) No 965/2012.

(*ii) As defined by the Regulation (EU) 2017/745 Medical Device Regulation. Panasonic cannot guarantee any specifications, technologies, reliability, safety (e.g. flammability/smoke/toxicity/radio frequency emission, etc.) requirement related to aviation standards that exceed the specifications of our COTS products.

- 1. Subject to the conditions of this warranty Panasonic or its Authorised Service Centre will perform necessary service on the Toughbook personal/notebook computer without charge for parts or labour, if in the opinion of Panasonic, the product is found to be faulty within 36 months (the "Warranty Period") from the date of purchase appearing on your purchase receipt.
- 2. This warranty only applies to Panasonic Toughbook personal/notebook computer purchased in Australia or New Zealand and sold by Panasonic Australia or its Authorised Distributors or Dealers and only where the Toughbook personal/notebook are used and serviced within Australia and it's territories or New Zealand. Warranty cover only applies to service carried out by a Panasonic Authorised Service Centre and only if valid proof of purchase is presented when the warranty service is requested.
- 3. This warranty only applies if the Toughbook personal/notebook computer has been installed and used in accordance with the manufacturer's recommendations (as noted in the operating instructions) under normal use and reasonable care (in the opinion of Panasonic). The warranty covers normal use only.
- 4. Toughbook installable and interchangeable options such as hard drives, smart card readers, RFID readers, fingerprint readers GPS modules and backlit keyboards which are purchased will be covered in warranty for 36 months from the date of purchase when used with the Toughbook personal/notebook computer.
- 5. Toughbook accessories other than installable and interchangeable options purchased and packed in the original box, for use with the Toughbook personal/notebook computer, will only be covered in warranty for 12 months from the date of purchase.
- 6. Toughbook batteries, for use with the Toughbook personal/notebook computer, purchased and packed in the original box will only be covered in warranty for 12 months from the date of purchase. A battery is considered good if it maintains 50% of its charge capacity during the warranty period.
- 7. Consumables are covered in warranty for only 6 months.
- 8. This warranty does not cover any of the following:
 - No Fault Found (NFF); any costs incurred where it is found that the Toughbook personal computer/notebook is functioning normally ("No Fault Found"). Panasonic reserves the right to charge the logistics cost and inspection fee for every NFF case directly to the customer.
 - Negligence, abuse, misuse; Abuse or misuse in respect of the Toughbook personal/notebook computer or accessories including but not limited to: damage, malfunction or failure resulting from use of incorrect voltages, incorrect installation, accident, misuse, neglect, build-up of dirt or dust, abuse, maladjustment of customer controls, mains supply problems, thunderstorm activity, infestation by insects or vermin, tampering or repair by unauthorised persons (including unauthorised alterations), exposure to abnormally corrosive conditions or any foreign object or matter having entered the product.
 - Tolerance on LCD defect; The Warranty excludes 3 or less faulty pixels on screen on the Toughbook personal/notebook computer.
 - Wear and Tear; The cost of remedying or making good the Toughbook personal/notebook computer or accessories solely due to:
 - Wear and Tear, gradual deterioration or oxidisation, gradually developing defects, cracks, flaws or fractures.
 - Scratching or chipping of any surfaces.

- Data:
 - Loss of or damage to Internal Data. It is the customer's responsibility to backup all data from the hard disk drive before sending equipment for repair. If a problem is related to the HDD or SSD, or the HDD or SSD has to be replaced, Panasonic will only reload the factory pre-installed software for the product onto the replacement drive.
 - Loss of or damage to External Data carrying material and the value to you of data stored on your Toughbook device.
 External data carrying materials and any computer program or data information recorded thereon unless stated above.
 - Software and Settings; the costs of rectifying programming errors or design defects in software. The maladjustment
 of consumer controls such as function settings.

The use of non- Panasonic approved third party products and accessories:

Failures caused by the use of third party products and accessories which are not "Toughbook Certified" by Panasonic or are not sold by Panasonic which include but are not limited to vehicle docks, mounting solutions and power accessories

- 9. This warranty does not cover pre-installed Software on the Toughbook personal/notebook computer unless the fault or defect existed at the time of purchase.
- To claim the warranty service, when required, you should: (i) Check the Panasonic web site for latest warranty contact and (ii) Prepare purchase receipt as proof of purchase date and system serial number which will be required by the Authorised Service Centre.
- 11. The Warranty includes the repair or exchange of the Toughbook faulty parts with items that are functionally equivalent to that as originally supplied or better including new or refurbished parts or units solely at Panasonic's discretion.
- 12. Panasonic will arrange free pick up and return for approved warranty repairs within 50km of capital city locations. Please ensure your Toughbook personal/notebook computer unit is properly packed for return to the service location.
- 13. The warranties hereby conferred do not extend to, and exclude, any costs associated with the installation, de-installation or re-installation of a product, including costs related to the mounting, de-mounting or remounting of any screen, (and any other ancillary activities), delivery, handling, freighting, transportation or insurance of the product or any part thereof or replacement of and do not extend to, and exclude, any damage or loss occurring by reason of, during, associated with, or related to such installation, de-installation, re-installation or transit.

To the extent permitted by law and subject to your non excludable statutory rights and guarantees, Panasonic excludes all warranties and liabilities (other than those contained in this warranty) including any liability for loss or damage whether direct or indirect arising from your purchase, use or non-use of the product.

In addition to your rights under this warranty, Panasonic products come with consumer guarantees that cannot be excluded under the Australian Consumer Law or the New Zealand Consumer Guarantees Act. You are entitled to a replacement or refund for a major failure and compensation for any reasonably foreseeable loss or damage. You are also entitled to have the product repaired or replaced if the product fails to be of an acceptable quality and the failure does not amount to a major failure.

This warranty does not exclude, restrict or modify in any way other rights and remedies under the law which relates to the product, including any non-excludable statutory guarantees in Australia.

THIS WARRANTY CARD AND THE PURCHASE DOCKET (OR SIMILAR PROOF OF PURCHASE) SHOULD BE RETAINED BY THE CUSTOMER AT ALL TIMES

If you require assistance regarding warranty conditions or any other enquiries, please contact

Panasonic Australia by phone on +61 1300 227 987 or by emailing

connectservicesupport@au.panasonic.com

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