LIMITED WARRANTY FOR TOSHIBA® TV's

Congratulations on your purchase!

<u>IMPORTANT</u>: Just in case your newly purchased TV needs to be serviced, please keep the original packaging materials and original receipt. Damage to a Product returned to Hisense for service due to inadequate packaging, will void your warranty.

Hisense USA Corporation ("Hisense"), hereby warrants to the first end user consumer purchaser ("Purchaser") for this TOSHIBA® television ("Product"), when shipped in its original container and sold or distributed in the United States and Puerto Rico by an authorized dealer, and provided that this Product was not sold either "as is", "with all faults", "sales final" or per similar terms, that this Product will, during the applicable warranty period as stated solely in this Limited Warranty, be free from defects in material and workmanship. Hisense will, solely within the applicable warranty period and at Hisense's sole discretion, either repair the defective Product, or provide other remedial solutions to the Purchaser, including but not limited to replace the defective Product with a like new or refurbished product of similar or better quality.

HOW TO GET WARRANTY SERVICE:

Warranty service may be obtained by contacting us using any of the methods below. Proof of purchase in the form of an original bill of sale or receipted invoice with a legible date of purchase that evidences the Product is within the applicable warranty period must be presented to us in order to obtain warranty service. Our contact information is provided below. We will respond to warranty requests within a commercially reasonable time.

Warranty Service and Troubleshooting Information for Customers in the United States and Puerto Rico

To obtain warranty service and troubleshooting information, contact the **Consumer Electronics Care Center**.

Call 1-888-407-0396 (Monday–Friday from 9 a.m. - 9 p.m. EST,
Saturday–Sunday from 9 a.m. - 6 p.m.) or
Email <u>USAservice@toshiba-visual.com</u> or visit our website
https://www.toshibatv-usa.com/support. Please register your Product on our website.

ON-SITE SERVICE:

Certain Products are eligible for on-site service at our sole discretion. To obtain on-site service, Purchaser must call or email us as described above to trouble-shoot the issue with the Product. Our customer care representatives may determine Product eligibility based on Purchaser's description of the issue, which may result in a determination that the Product requires shipment to our warehouse in lieu of on-site service. On-site service may not be available in certain locations where an authorized service provider is not available. An authorized service provider is considered unavailable if the Purchaser's location exceeds fifty (50) miles from the service provider's business address. In the

Warranty for USA

event that on-site service is not available, the Product must be shipped to our warehouse. Products returned to us should be shipped in original or equivalent packaging. Purchaser is responsible for delivering the Product to a reputable shipper. If Purchaser is unable to secure proper packaging or shipping services, we may, at its sole discretion, provide packaging and shipping.

On-site service requires that our authorized service provider be given clear, complete, unobstructed and easy access to the front and rear of the Product. On-site service does not include that the service provider removes, reinstalls or transports the Product. It is possible that certain on-site repairs will need to be completed off site, and at our discretion, require that the Product to be shipped directly to our warehouse. All panel replacements or repairs require that the Product be returned to our warehouse. Once we receive the Product and repair or replace it, we will return the repaired/replaced Product back to the Purchaser.

TERMS AND CONDITIONS:

This limited warranty shall not apply to:

- (a) Any defects caused or repairs required as a result of: abusive operation; negligence; accident; shipment damages; improper delivery and installation; application and use for which this Product was not intended as set forth in the user's manual or other applicable Product documentation.
- (b) Any defects caused or repairs required as a result of any Product that has been tampered with, modified, adjusted or repaired by any person other than Hisense, a Hisense authorized service provider or a Hisense authorized service center or dealer.
- (c) Any replacement of accessories, glassware, consumable or peripheral items required through normal use of the Product, including but not limited to, earphones, remote controls, batteries, etc.
- (d) Any cosmetic damage to the Product surface or exterior, including but not limited to that which has been defaced or caused through normal wear and tear, improper shipping and handling or the use of chemical cleaning agents.
- (e) Any defects caused or repairs required as a result of damage caused by any external or environmental conditions, including but not limited to, use of incorrect voltage, fluctuations or surges in transmission line/power line voltage, liquid spillage, or acts of nature or of God.
- (f) Warranty claims for Products returned with altered, illegible or missing model, factory serial number and UL markings.
- (g) Any Products used for rental, business or commercial purposes.
- (h) Any installation, consumer instruction, delivery, setup, adjustment, and/or programming charges.
- (i) A Product that is not installed in accordance with installation instructions included with the Product.
- (j) Any signal reception problems (including antenna related problems), images "burnt" into the screen, signal noise or echo, interference or other signal transmission or delivery problems, availability of third-party provided services or content (including, without limitation, image, audio or video content).

No other entity other than Hisense is authorized to extend, enlarge or transfer this warranty on behalf of Hisense.

The express warranties in this limited warranty are, in lieu of and, except to the extent prohibited by

Warranty for USA

applicable law, we disclaim all other warranties and conditions, express or implied, whether arising by law, statute, by course of dealing or usage of trade, including, without limitation, implied warranties or conditions of merchantability and/or quality, fitness for a particular use or purpose, and/or non-infringement. We do not warrant uninterrupted or error-free operation of this Product.

Limitations:(a)Hisense and Toshiba shall not be liable for any incidental, special, consequential, economic, exemplary or indirect damages of any kind or nature (including lost profits or damages for loss of time or loss of use or loss of data) arising from or in any connection with the use or performance of a Product or a failure of a Product, even if Hisense/Toshiba is aware of or has been advised of the possibility of such damages; (b) the remedies described in this limited warranty constitute complete fulfillment of all obligations and responsibilities of Hisense/Toshiba to the Purchaser with respect to the Product and shall constitute full satisfaction of all claims, whether based in contract, negligence, strict liability or otherwise. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

WARRANTY PERIODS:

All warranty periods shall be calculated from the date of original purchase by the Purchaser.

- <u>All LCD/LED TV's:</u> **One (1) year** for parts and labor (replacement Product and parts assume the remaining original warranty period, or ninety (90) days, whichever is longer).
- All accessories (including but not limited to Stands, 3D Glasses, Remote Control, etc.): Ninety (90) days for parts and labor.

This Warranty is only valid in the United States and Puerto Rico and only applies to Products sold/distributed and serviced in the United States and Puerto Rico.

NO WARRANTIES (WHETHER EXPRESS OR IMPLIED) INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY GIVEN (BY ANY PERSON, FIRM OR ENTITY WITH RESPECT TO THE PRODUCT) SHALL BE BINDING ON HISENSE. THIS WARRANTY IS THE EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCT AND HISENSE IS THE EXCLUSIVE WARRANTY PROVIDER FOR THE PRODUCT. REPAIR OR REPLACEMENT IS THE EXCLUSIVE REMEDY OF THE CONSUMER. HISENSE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT. NOTWITHSTANDING THE FOREGOING, CONSUMER'S RECOVERY AGAINST HISENSE SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT SOLD BY HISENSE. THIS WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL END USER CONSUMER PURCHASER OF THE PRODUCT AND IS NOT TRANSFERABLE.

Warranty for USA

Some States do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages or allow limitations on warranties; therefore, the limitations or exclusions stated above may not apply to Purchaser, solely within those specific States. This warranty gives you specific legal rights, and you also may have other rights which vary from State to State. This warranty applies to the maximum extent not prohibited by law.

CUSTOMER RECORD

Please fill and retain for your records, along with proof of original purchase. You do not need to send us this warranty card to receive warranty service.

Date of Purchase:	Store/Dealer:
Model No.:	Serial No.: