

ENHANCED SERVICE PLAN AGREEMENT

ACCIDENTAL DAMAGE SERVICE PROGRAM FOR NOTEBOOK OR HYBRID COMPUTERS – IS AGREEMENT IS ONE INVOLVING FEE PAYMENT

N.B.: Effective from 10 Nov 2023

THIS ENHANCED SERVICE PLAN AGREEMENT ("AGREEMENT") 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").

APPLICABLE SERVICE PLANS (SCHEDULE 1)

ADPCOV3Y – 3 years total Accidental Damage Service

This Plan is applicable for a product with 3 years Standard Manufacturer's warranty.

ADPCOV4Y – 4 years total Accidental Damage Service

This Plan is applicable for a product with 3 years Standard Manufacturer's warranty and bundled with WTYEXT34Y (Sold Separately) Extended Support Plan

SERVICE TERMS

Under this Agreement, Dynamabook provides Accidental Damage "Assured" Service Plans (each separately or collectively referred to in this Agreement as the "Service") for a Product that has been purchased and registered for an applicable Assured Service listed in Schedule 1 above, (the "Service Plan") provided the Product is imported and sold by Dynamabook through its Authorised Resellers, Retailers and Distributors ("Supplier").

This Agreement and the Service only applies to a Product that is new, or refurbished and certified by Dynamabook, on the date of purchase, and for which You have an invoice showing proof of purchase.

This Agreement is between Dynamabook and You as 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 the Service is activated upon the Purchase and Registration for a Service Plan within 30 days of the Product's date of Purchase, and starts from the Product's purchase date, and terminates at the end of the Service Plan agreement period.

SERVICE ELIGIBILITY AND LIMITATIONS

The "Assured" Service provides a repair or replacement service for damage to a Product only as specified in the "This Agreement provides a repair service for" section below, but excludes all other damage including but not limited to those specified in the "Exclusions from Service and Agreement Coverage" section of this Agreement.

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 Dynamabook, or its nominated Authorised Service Provider's ("ASP").

This Agreement provides a repair service for:

- 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 in fluid);
- 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

During the term of this Agreement and subject to the conditions herein, Dynamabook will provide, through its nominated Service point (return to depot Service), a repair as necessary to maintain the Product to its "Operating Specification". Dynamabook 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.

Replacement parts will be functionally equivalent to the original specification. **Refurbished parts may be used to repair the goods.**

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. At Dynamabook's discretion an exchange may be offered where the repair is uneconomical or the Product is non-repairable. If an exchange is necessary, Dynamabook will offer a Product of equivalent specifications and in age to the Product originally purchased.

If the Product is exchanged Dynamabook 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 services during the Agreement term to the following:

- 3-year Agreement term – up to 3 Services;

- 4-year Agreement term – up to 4 Services;

Any additional repair request over and above the maximum above shall be at Dynabook's or the ASP's rates and terms then in effect. This Agreement and any resultant Service arrangements are valid only within Australia and New Zealand.

EXCLUSIONS FROM SERVICE AND AGREEMENT COVERAGE

- Other than as specifically referred to elsewhere in this Agreement as being eligible for the repair service this Agreement does not provide a remedy for failure caused by any other non-warranty events, including but not limited to improper installation, operation, cleaning or maintenance, accidental and physical damage, misuse, abuse, fluid ingress, non-Dynabook modifications to the goods, software faults, normal wear and tear, loss, theft or entire immersion into fluid or any other event, act, default or omission outside Dynabook's control.
- Any other services provided by Dynabook which are outside the scope of this Agreement are not covered by the terms of this Agreement and are provided under Dynabook's, or its Authorised Service Provider's ("ASP"), or the Supplier's (as applicable) 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.
- This Agreement only applies to batteries included with the Product during its original warranty period.** This Agreement also does not apply to any accessories and/or storage devices purchased with the Product. All other terms under the original product's warranty also apply. **Refer to those applicable limited warranty statements included with the product or on Dynabook's website <https://anz.dynabook.com/>**
- There are some service parts that are specifically designed for easy customer replacement, which may not require the Service. These are referred to as Customer Replaceable Units ("CRU"). CRU's are not covered under this Agreement and will be sent out via courier. The Dynabook Support Centre may after troubleshooting arrange to despatch the CRU to You for replacement. If requested by Dynabook, the original CRU must be returned to Dynabook.
- This Service Plan also does not include,
 - 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.**
 - 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.
- 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.

FORCE MAJEURE. Dynabook will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, explosions, accidents, acts of public enemy, wars, rebellions, insurrections, sabotage, pandemic, epidemics, quarantine restrictions, labour disputes, labour shortages, transportation embargoes or failures or delays in transportation, inability to secure raw materials or machinery for the manufacture of their products and delivery of their Services, acts of God, acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses), and judicial actions.

STATUTORY RIGHTS AND EXCLUSIONS AND CONSUMER GUARANTEES ACT – NEW ZEALAND ONLY

This Agreement is not intended to and does not limit Your rights with respect to the Consumer Guarantees Act 1993 ("CGA") except 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 CGA You agree 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 Products or the Services including consequential loss or damage, or loss of profits, and loss or damage arising from the negligence of Dynabook's employees and agents. These exclusions do not exclude Dynabook's liability in respect of any warranties or guarantees implied by the CGA or any other relevant legislation in New Zealand which cannot be legally contracted out of.

STATUTORY RIGHTS AND EXCLUSIONS - AUSTRALIA ONLY

Certain legislation including the Australian Consumer Law 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 terms of this Agreement or the Service Plan. Subject to that legislation 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).

AUSTRALIAN CONSUMER LAW - AUSTRALIA ONLY

This Agreement is not intended to and does not limit Your rights with respect to the Consumer Guarantees contained in the Australian Consumer Law which are applicable to You. The Service and the Service Plan is provided in addition to any rights You may have under the Australian Consumer Law.

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 or 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.

Should the Product or Service be defective, You can choose to make a claim under Australian Consumer Law, the limited express warranty or the Service Plans (whichever is applicable).

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.

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@anz.dynabook.com or the Dynabook Support Centre and have the following information available:

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

HOW TO OBTAIN SERVICE

- j. Log a Service request online at <https://serviceportal.anz.dynabook.com/ServiceBooking> (preferred),
- k. Call the Dynabook Support Centre,
- l. Email Your Service request to warranty@anz.dynabook.com

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

- m. Product serial number
- n. Product model/part number
- o. Contact name
- p. Contact phone number
- q. Contact e-mail address
- r. Description of damage and how it occurred
- s. 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.

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

You have a right to cancel this Agreement within 30 days from and including the day after You purchased this Agreement provided no Service has been performed under this Agreement during that time.

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 Agreement after providing You with 30 days notice, should You fail to pay Dynabook any outstanding fees by the due date.

ALTERNATIVE SUPPORT AVAILABLE IN ADDITION TO THE SERVICES

DYNABOOK ONLINE SUPPORT

Technical support is available electronically on Dynabook's website <https://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. Dynabook Contact Information: <https://anz.dynabook.com/contact>

Australia : **1300 DYNABOOK / 1300 396 226**

New Zealand : **0800 DYNABOOK / 0800 396 226**

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@anz.dynabook.com

Dynabook ANZ Pty Limited (Head Office)
2 Julius Ave
North Ryde, NSW 2113, Australia

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 <https://anz.dynabook.com/privacy-policy.php>