



Warranty Services Agreement

Important Notice

Please read carefully the following terms carefully. If you do not accept these terms, do not use the Services or complete any registration process, and contact your seller within thirty (30) days for a refund. You agree to these terms by: (1) using or registering a Service; or (2) failing to reject these terms within thirty (30) days.

1. What This Agreement Covers

This Warranty Services Agreement (“Agreement”), together with the Lenovo Limited Warranty, is the complete agreement between you and Lenovo regarding any Warranty Extension, Battery Warranty Extension, Warranty Service Upgrade, Keep Your Drive or Priority Technical Support (each a “Service”) for the products specified in your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between you and Lenovo regarding any Service. Any additional or different terms in any order or written communications from you shall be void and of no effect. This Agreement modifies the Lenovo Limited Warranty only as specified below. Any Service purchased under this Agreement will be provided according to the applicable description below. This Agreement is only valid in the country in which you purchased your product.

2. Warranty Extension

The duration of the extended Lenovo Limited Warranty for your product will be for the period you purchase, commencing on the start date of your original base warranty period. This Service must be purchased during your product’s original warranty period. Parts consumed through use of a product and batteries are not covered by this Service. Unless you purchase a separate Battery Warranty Extension, the warranty period for your battery will expire at the end of the period specified in your Lenovo Limited Warranty.

3. Battery Warranty Extension

The duration of the extended Lenovo Limited Warranty for the battery in your product will be for the period you purchase, beginning on the start date of your battery’s original base warranty period. You are entitled to one battery replacement during the period after your battery’s original base warranty period. If the battery in your product is a customer replaceable unit (“CRU”), a replacement battery will be shipped to you. If the battery in your product is a sealed battery and is not customer replaceable, your battery will be replaced at a designated service center. You are responsible for disconnecting the product and packing it in the Lenovo provided shipping container for the return of your product to the designated service center. Shipping expenses will be paid by the Lenovo designated service provider. A courier will pick up your product and deliver it to the service center. The service provider will return the product to you at its expense. This Service must be purchased before the end of your product’s original warranty period.

4. Warranty Service Upgrade

The service type of your Lenovo Limited Warranty and any applicable Warranty Extension will be upgraded to the service type below according to the Warranty Service Upgrade you purchase.

a. Depot Service. If a problem with your product cannot be resolved via telephone or through the use of a customer replaceable unit (“CRU”), your product will be repaired or replaced at a designated service center. You are responsible for disconnecting the product and packing it in the Lenovo provided shipping container for the return of your product to the designated service center. Shipping expenses will be paid by the Lenovo designated service provider. A courier will pick up your product and deliver it to the service center. The service provider will return the repaired or replacement product to you at its expense.

b. On-Site Service. If a problem with your product cannot be resolved via telephone or through a CRU, your product will be repaired or replaced at your location. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to you at its expense.

c. On-Site Service – Second Business Day. If a problem with your product cannot be resolved via telephone or through a CRU, your product will be repaired or replaced at your location. A service provider technician will be dispatched to arrive at your location within two business days. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to you at its expense.



d. On-Site Service – Next Business Day. If a problem with your product cannot be resolved via telephone or through a CRU, your product will be repaired or replaced at your location. A service provider technician will be dispatched to arrive at your location on the next business day. This Service is available during normal business hours, Monday through Friday, excluding holidays. Support calls received by the call center after 4:00pm local time will require an additional day to dispatch a service provider technician. This Service is subject to availability of service parts. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to you at its expense.

f. On-Site Service – 8-hour Response (24x7). If a problem with your product cannot be resolved via telephone, your product will be repaired or replaced at your location. After you follow the telephone problem determination, a service provider technician will be dispatched to your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation. Contact Lenovo or a service provider for details on availability. Additional charges may apply outside a service provider's normal service area.** Provision of this Service is dependent on the availability of service parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at www.lenovo.com/activation. This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to you at its expense.

| <u>Distance from Lenovo support hub</u> | <u>Service response level</u> |
|---|-------------------------------|
| 0-200 miles (0- 320km) | 8 hours – 24x7 |
| 200+ miles (320+km) | Next Business Day |

g. On-Site Service – 4-hour Response (Business Hours). If a problem with your product cannot be resolved via telephone, your product will be repaired or replaced at your location. After you follow the telephone problem determination, a service provider technician will be dispatched to your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. This Service is available during normal business hours, Monday through Friday, excluding holidays. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation. Contact Lenovo or a service provider for details on availability. Additional charges may apply outside a service provider's normal service area.** This Service is subject to availability of service parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at www.lenovo.com/activation. This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to you at its expense.

| <u>Distance from Lenovo support hub</u> | <u>Service response level</u> |
|---|-------------------------------|
| 0-100 miles (0-160 --km) | 4 hours – business hours |
| 100+ miles (160+ km) | Next Business Day |

h. On-Site Service – 4-hour Response (24x7). If a problem with your product cannot be resolved via telephone, your product will be repaired or replaced at your location. After you follow the telephone problem determination, a service provider technician will be dispatched to your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation. Contact Lenovo or a service provider for details on availability. Additional charges may apply outside a service provider's normal service area.** Provision of this Service is dependent on the availability of service parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at www.lenovo.com/activation. This Service may not be available for up to thirty (30) days after location



activation. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to you at its expense.

| <u>Distance from Lenovo support hub</u> | <u>Service response level</u> |
|---|-------------------------------|
| 0-100 miles (0- 160km) | 4 hours – 24x7 |
| 101 – 200 miles (161km-320km) | 8 hours – 24x7 |
| 200+ miles (320+ km) | Next Business Day |

i. Technician Installed CRUs. If a problem with your product may be remedied with a CRU to replace an internal part, a service provider technician will be dispatched to your location according to your applicable service type to install the CRU. Replacement of external parts with a CRU remains your responsibility under the Lenovo Limited Warranty.

5. Keep Your Drive

Under the Lenovo Limited Warranty, when Lenovo replaces a defective part of your product, the defective part becomes the property of Lenovo. Under Keep Your Drive, you may retain a defective hard drive that is replaced under the Lenovo Limited Warranty. This Service applies to the original hard drive in your product and any replacement hard drive provided for your product under the Lenovo Limited Warranty. You must provide Lenovo with the serial number of each hard drive which you retain under this Service and execute any document provided by Lenovo acknowledging your retention of the hard drive. This Service does not apply to any hard drive provided by Lenovo for a product not purchased by you.

6. Priority Technical Support

Under this Service, Lenovo will provide you with 24x7 access to advanced-level technicians via a toll-free telephone number for warranty support under the Lenovo Limited Warranty as well as technical support of software as described further below. When you contact a technician, you must follow the problem determination procedures as directed by the technician. The technician will attempt to diagnose and resolve your problem over the telephone and may direct you to download and install software updates. If a problem covered by the Lenovo Limited Warranty cannot be resolved via telephone, repair services will be arranged by the technician according to the applicable warranty service.

a. Lenovo and Third-Party Software Support. Lenovo will provide direct telephone support for installation and basic usage problems for core software applications on the supported core software list found at www.lenovo.com/supportedsoftware. If Lenovo determines the performance of your product is related to a third-party software application on the collaborative support software list found at www.lenovo.com/supportedsoftware, Lenovo will contact the third-party software supplier, open a service request on your behalf, and transfer your call to the software supplier. **Lenovo is not responsible for third-party software or the acts or omissions of any software supplier.** This Service is only available if you have the necessary licenses, support agreements, and entitlements from the software supplier. This Service is available for support of Lenovo software subject to the terms of your software license agreement with Lenovo.

7. Payment and How to Obtain Service

Payment must be received by Lenovo in advance of any Service. If you do not register with Lenovo, you will be required to provide proof of purchase as evidence of your entitlement to a Service. Please contact Lenovo or an authorized service provider to obtain Service. A list of Lenovo authorized service providers can be found at support.lenovo.com.

8. Limitation of Liability

Within the limits of the applicable law that cannot be subject to contractual waiver, the following will apply.

Neither of us, including Lenovo's suppliers, resellers, or Your Service Provider is liable for any of the following even if informed of their possibility or not and whether arising from contract, tort, (including negligence) or otherwise:

- 1) loss or damage arising as a result of any third-party claims;
- 2) loss of, or damage to, your data including confidential, proprietary, or personal data contained in a Product;
- 3) special, incidental, or indirect damages or for any economic consequential damages of any kind; or
- 4) any loss of profits, business, revenue, goodwill or anticipated savings.



9. General

Any information exchanged between us is not confidential or proprietary, including any information you disclose over the phone or electronically.

Lenovo and its affiliates and subcontractors may process, store and use information about your transaction and your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill your transaction. We may also contact you to notify you about any product recall, safety issue or service actions. Where permissible under local law, we may use this information to inquire about your satisfaction with our products or services or to provide you with information about other products and services. You may decline to receive any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any country where we do business; we may provide it to entities acting on our behalf; or we may disclose it where required by law. We will not; however, sell or otherwise transfer personally identifiable information received from you to any third parties for their own direct marketing use without your consent.

If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in effect.

Nothing in this Agreement affects any statutory rights of consumers that may not be waived or limited by contract.

Each of us grants the other the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.

Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract.

Neither of us is responsible for failure to fulfill obligations due to causes beyond their control.

Either of us may communicate with the other by electronic means and such communication deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.

Each of us will comply with any laws and regulations that are applicable to this Agreement.

Neither of us may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement by either of us to an affiliate or to our successor organization by merger or acquisition does not require the consent of the other. Lenovo may also assign its rights to payments under this Agreement without your consent.

Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.

Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.