



## **Lenovo Care Warranty Services Agreement**

### **IMPORTANT NOTICE**

IMPORTANT NOTICE: PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH LENOVO (HONG KONG) LTD OR ITS DESIGNATED AFFILIATE(S) (“LENOVO” OR “WE”) WILL PROVIDE SERVICES TO YOU (“YOU” OR “CUSTOMER”). LENOVO WILL PROVIDE SERVICE TO YOU ONLY IF YOU FIRST COMPLETE THE REGISTRATION PROCESS.

By purchasing, registering, ordering the Service, or allowing others to do so, You accept and agree to be bound by this Agreement.

This Lenovo Care Warranty Services Agreement (called the “Agreement”), the Lenovo Limited Warranty and its supported Serviced Product list (which is available at [www.lenovo.com/warranty](http://www.lenovo.com/warranty), called “Serviced Product”) are the complete and exclusive agreement regarding Your acquisition of each of Warranty Extension, Warranty Service Upgrade, and Post-warranty Service, (each a “Service”) for the Serviced Products specified in Your Lenovo/reseller invoice/order confirmation or similar document (hereinafter referred to as “Transaction Document”) and replace any prior oral or written communications between You or Lenovo regarding the subject matter of this Agreement. The Services can only be purchased from Lenovo or an authorized Lenovo reseller.

### **WHAT THIS AGREEMENT COVERS**

Registration is required to activate the Service. If You have purchased the Service from an authorized Lenovo reseller, please consult with Your reseller on registration requirements.

The Service may be provided by Lenovo or a service provider authorized by Lenovo (“Lenovo Service Provider”).

Lenovo will provide Service either at your location (called On-site) or at Lenovo’s service centre (called Carry-in). For On-site service, if Service is required as determined by Lenovo, Lenovo will deliver the Service as specified in the Service Transaction Document. Some parts of Lenovo machines are considered Customer Replaceable Units (CRUs). Lenovo will ship these parts to You for Your replacement; all defective CRUs must be returned to Lenovo. For Carry-in Service, if Service is required as determined by Lenovo, You may deliver the failing machine or ship it suitably packaged (prepaid, unless Lenovo specifies otherwise) to a location Lenovo designates, or Lenovo will use a courier to pick up and return the machine as specified in the Service Transaction Document this package.

Except for matters specifically addressed in this Agreement, the Lenovo Limited Warranty will prevail on any conflict with this Agreement to the extent of the subject of Lenovo Limited Warranty.

If You purchased a Warranty Extension, the duration of the Lenovo Limited Warranty for Your Serviced Product will be for the term You have purchased (which commences on the start date of Your Serviced Product’s original warranty period) as specified on Your Service Transaction Document. This Service must be purchased within Your Serviced Product’s



original warranty period. Parts intended to be consumed are not covered by Warranty Extension. Batteries are specifically excluded from Warranty Extension. Warranty coverage for Your battery will expire at the end of the original term of Your Lenovo Limited Warranty.

If You purchased a Post-Warranty Maintenance Service, the Lenovo Limited Warranty will apply for the term You have purchased as specified on Your Service Transaction Document. This Service can only be purchased after Your Serviced Product's original warranty period has expired and Your Serviced Product is subject to Lenovo's inspection before Lenovo agrees to provide this Service to You. The term of this Service may not be extended or renewed at the discretion of LENOVO.

If You purchased a Warranty Upgrade Service, Your Service will be for the term You have purchased as specified on Your Service Transaction Document, which commences on the date of Your purchase of this Service and ends on the date Your Limited Warranty expires, unless otherwise agreed by Lenovo. This Service can only be purchased within Your Serviced Product's warranty period, either original or extended. During this period, Your Lenovo Limited Warranty will be upgraded to one of the service levels listed below based on the Service You have purchased.

### **Service Levels for Warranty Upgrade Service**

The following Service levels will apply with respect to Serviced Product warranty (as per Lenovo Limited Warranty), depending on the Warranty Upgrade Service You have purchased:

#### *Depot Service*

If We determine Your Serviced Product problem is covered by the Product Warranty and cannot be resolved over the telephone, We will have You disconnect the failing Serviced Product for collection arranged by Your Service Provider. A shipping container will be provided to You for You to return Your Serviced Product to a designated service center. A courier will pick up Your Serviced Product and deliver it to the designated service center. Following its repair or exchange, the service center will arrange the return delivery of the Serviced Product to Your location. You are responsible for its installation and verification.

#### *Next Business Day On-site Service*

If We determine Your Serviced Product problem is covered by the Product Warranty and cannot be resolved over the telephone, a technician will be dispatched to arrive on-site the next business day. Service is available 5 days/week (Monday – Friday) during Lenovo's business hours, excluding public holidays.

### **Lenovo and Third Party Software Support**

We will provide telephone support for installation and basic usage problems for in-the-box applications. If we determine the performance of Your Serviced Product is being impacted by a third party in-the-box application, We will contact the third party vendor and create a problem incident on Your behalf, providing such problem documentation and information as we deem necessary, and transfer Your call to the third party vendor. **We do not assume any liability or responsibility for third party applications.** To be eligible for Third Party Software Support, You must have the appropriate active licenses, support agreements and entitlement with the relevant third party vendor.



For Lenovo software Support, this Service is subject to the agreement under which You are licensed to use the Lenovo software.

## TITLES AND LICENSE

When a type of Service involves the replacement of a hardware or part, the item Lenovo provides to You becomes Your property and the one replaced becomes Lenovo's property. You represent that all removed items are genuine and unaltered. The item provided by Lenovo may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty status (if any) of the item replaced, unless otherwise stated in this Agreement. Before Lenovo exchanges a product or part, You agree to remove all features, parts, options, alternations, and attachments not under Lenovo's Services.

You agree and undertake that You have the obtained due, appropriate and sufficient authorization from any third party for Lenovo to perform the Services. You will defend, hold harmless and indemnify Lenovo, Lenovo's affiliates, Lenovo's contractors and Lenovo's employees from any and all claims, allegation, prohibition, litigation or liabilities arising out of any actual or alleged infringement of such third party rights, including but not limited to intellectual property rights, and will pay any and all damages, fines, attorney fees, settlement payments and other costs arising hereof.

## WHAT THIS AGREEMENT DOES NOT COVER

This Agreement and the Services do not cover the following:

- a uninterrupted or error-free operation of a Serviced Product;
- b loss of, or damage to, your data;
- c failure caused by misuse, accident, modification, unsuitable physical or operating environment or improper maintenance;
- d failure caused by act of God, lightning, fire, flood, war, natural disasters, power surges, act of violence or any similar occurrence;
- e failure caused by any third-party product or services, including those that Lenovo may provide or integrate into the Serviced Product upon Your request or consent;
- f failure caused by a non-authorized service provider by Lenovo;
- g failure or damage due to willful act, deliberate act, recklessness, malicious act or vandalism of non-Lenovo party;
- h any accessories, peripherals, attachments or associated products or parts which are separable from the Serviced Product, whether or not provided by Lenovo, unless otherwise specified by Lenovo;
- i any third parties monitor / LCD display even if labeled "Serviced by Lenovo"
- j any software, programs or applications, whether provided with the Serviced Product or installed subsequently;
- k any repair or renewal of diskettes, printing ribbons, typefaces or other consumable supplies;
- l cosmetic damage of Serviced Products;
- m virus detecting, removing or disaster recovery;
- n any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation (except to the extent specifically stated in this Agreement); and



- o other activities not specifically stated in this Agreement.

This Agreement and each Service is voided by removal or alteration of identification labels on the Serviced Products or its parts.

## HOW TO OBTAIN SERVICE

To obtain Service, contact a Service Provider. See <http://www.lenovo.com/hk/productregistration> for a link to telephone numbers of service providers by country. If You do not register the Serviced Product with Lenovo, You will be required to present proof of purchase as evidence of Your entitlement to the Service.

## CUSTOMER RESPONSIBILITIES

Our ability to deliver the Services depends upon Your full and timely cooperation, as well as the accuracy and completeness of any information You provide, which include but is not limited to:

- a You shall retain and provide the proof of entitlement, such as, the invoice or delivery receipt of the Serviced Product (with serial number and machine type of such) and the invoice of the Service.
- b You need to register online (URL: <http://www.lenovo.com/hk/thinkplusregistration>) for the Service and provide required information within 30 days of purchase.
- c You shall follow Lenovo instruction and procedure about Service schedule.
- d You shall provide Serviced Products, and other required hardware, software, application, system and services, whether or not Lenovo branded, which shall be, in Our reasonable opinion, in working condition and at minimum release levels or configurations. In case any 3rd-Party Items are involved, You shall make the proof of entitlement, license agreement, user manual, drive disk, README file and other materials of such items available to Lenovo technicians.
- e You shall obtain appropriate authorization or permission for You and Lenovo to access and use the Serviced Products, the data on it, and all hardware and software components included in it, for the purpose of providing the Services, at Your own expenses before You request for the Services.
- f You shall ensure that Customer information including, but not limited to, credit card information and passwords is kept confidential and safeguarded. Lenovo will only use the information provided by You, including Your ID and password for the purpose of the Services. You are fully responsible for all activities that occur under Your ID and Password.
- g It is Your responsibility to relocate the product (if any), secure and back-up all programs, data and funds contained in a product. Lenovo, or Lenovo technicians shall not be responsible at any time for data loss, alteration, or corruption of any software, program, data or files.
- h You shall contact Lenovo Service Provider and provide all necessary information and/or material as requested by Lenovo as instructed in the Service Description for Us to arrange resources and schedule an appointment for the Services. You shall cooperate with and follow the instructions given by Lenovo technicians. In case Your selection or instruction is needed for Lenovo to complete the Services, You shall make such selection or instruction in reasonable time frame as determined by Lenovo and be responsible for the result of such.
- i Where Services require on-site performance, You must provide free, safe and sufficient



access to Your facilities and the Serviced Product. Sufficient access includes sufficient working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided (at NO cost to Lenovo), if the system does not already include these items. You are responsible to ensure a person at least 18 years of age is present during the entire time period Services are provided. You shall notify Lenovo if the Service will be performed in an environment that poses a potential health hazard to Lenovo technicians. Lenovo may decline to perform Services in such circumstances and return all charges paid.

- j Lenovo has no obligation to provide Services until You have fully paid under this Agreement.

Your failure to fulfill Your responsibilities may result in additional service charges and modified service response times, or the Services being considered completed as decided by Lenovo at Lenovo's discretion.

## **WARRANTY FOR SERVICES**

Lenovo warrants that Lenovo will perform Services using reasonable care and skill. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY US. Lenovo does not warrant uninterrupted or error free operation of any deliverable or Service.

## **CHARGES, PAYMENT, AND TAXES**

Payment must be made to the Lenovo or Lenovo reseller from whom You acquired these Services.

For purchases from Lenovo, except for credit card and debit card transactions, amounts are due upon Your purchase of the Service and shall be paid in full before provision of Services. You agree to pay as specified by Us in the Service Transaction Document, including any late payment fee. You are responsible for any taxes resulting from this Agreement.

If a Service is quoted at an incorrect price due to typographical error or error in pricing information: 1) Lenovo has the right to refuse or cancel any orders placed for the Service quoted at the incorrect price, even if Lenovo has confirmed the receipt of Your order and charged You, either via credit card, debit card or other methods; and 2) if Lenovo has charged Your credit or debit card but subsequently canceled Your order, Lenovo will promptly issue a credit to Your credit or debit card account for the amount charged.

## **LIMITATION OF LIABILITY, EXCLUSIONS**

FOR ANY BREACH OF THIS SERVICE OR THESE TERMS AND CONDITIONS BY LENOVO, CUSTOMER'S REMEDY AND LENOVO'S LIABILITY WILL BE LIMITED TO A



REFUND OF THE SERVICE CHARGE PAID FOR THE SERVICE. TO THE EXTENT LENOVO IS HELD LEGALLY LIABLE TO CUSTOMER AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LENOVO'S LIABILITY IS LIMITED TO DAMAGES FOR BODILY INJURY AND DAMAGES TO TANGIBLE PERSONAL PROPERTY, AND FOR OTHER ACTUAL AND DIRECT DAMAGES, UP TO THE SERVICE CHARGE PAID BY YOU FOR THE SERVICE AT ISSUE, REGARDLESS OF THE BASIS ON WHICH YOU ARE ENTITLED TO CLAIM DAMAGES FROM LENOVO (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM). This limit also applies to any of Lenovo's subcontractors, suppliers and program developers. It is the maximum for which Lenovo and its subcontractors, suppliers and program developers are collectively responsible.

UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUBCONTRACTORS, SUPPLIERS, PROGRAM DEVELOPERS OR YOUR LENOVO RESELLERS LIABLE FOR ANY OF THE FOLLOWING 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SAVINGS, BUSINESS INTERRUPTION OR DOWNTIME, BUSINESS OPPORTUNITY LOSS, OR LOSS OF GOODWILL), EVEN IF INFORMED OF THEIR POSSIBILITY.

## **GENERAL**

A copy of Your invoice is Your proof of entitlement to Service

Lenovo will provide You or Your authorized user with a part number and an authorization number which will entitle You to avail the Lenovo Care services purchased by you. You are responsible for the security of Your authorization number and keeping the invoices of Service and Serviced Product.

Each of us grants the other only the licenses and rights specified in this Agreement. No other licenses or rights (including licenses or rights under patents) are granted. 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 more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of contractual waiver or limitation.

Each of us is free to enter into similar agreements with others.

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

You agree to acquire Service only for Your own use, and not for reselling, leasing, trading, or loaning to others, and agree that any attempt to do so is void.

All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a separate confidentiality agreement.

Each of us will provide the other with notice and allow the other reasonable opportunity to comply before it claims that the other has not met its obligations.

Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification



code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

Each of us will comply with all laws and regulations that are or may be applicable to this Agreement (including but not limited to those governing export control and import).

You will provide Your business information like names, business phone numbers, and business e-mail addresses, and Personal Data to Us when You register during the performance of this Agreement. Personal Data refers to any data from which it is practical to determine the identity of an individual, such as name, address, email address, telephone number or Service account number. Lenovo and its Affiliates and any entities or persons acting on their behalf may (if permissible by law) store, process, use Your Personal Data and business information anywhere Lenovo and its Affiliates do business with respect to the Service (for purposes of registration, processing Your transaction, providing the Service to You, communicating about administrative issues, providing customer service or otherwise to manage Our business relationship with You). Lenovo's processing of Your Personal Data will be handled in accordance with Lenovo's Privacy Policy (located at <http://www.lenovo.com/privacy/hk/en/>).

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, in whole or in part, within the enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. Lenovo is also permitted to assign its rights to payments under this Agreement without obtaining Your consent.

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

Nothing in this Agreement affects any statutory rights that cannot be waived or limited by contract. In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Lenovo and You consent to the application of the laws of Hong Kong Special Administration Region to govern, interpret, and enforce the rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Any action to enforce any provision of this Agreement or arising out of or based upon this Agreement shall be brought in the court of Hong Kong. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Lenovo and You expressly waive any right to a jury trial regarding disputes related to this Agreement.

All Your rights and all Our obligations under this Agreement are valid only in Hong Kong SAR and Macau SAR.