

# ThinkPlus and Lenovo Care<sup>SM</sup> Maintenance Services Agreement

## Lenovo Protection Services Agreement

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**IMPORTANT NOTICE: PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH LENOVO WILL PROVIDE PROTECTION SERVICES TO YOU. LENOVO WILL PROVIDE THIS SERVICE TO YOU ONLY IF YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT OR BY YOUR INITIAL USE OF THIS SERVICE. IF YOU ARE UNABLE OR UNWILLING TO ABIDE BY THE TERMS AND CONDITIONS HEREIN, DO NOT COMPLETE THE LENOVO SERVICE ORDER.**

**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 your credit or debit card; 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.**

### **SERVICES YOU ARE ENTITLED TO UNDER THIS AGREEMENT**

This Lenovo Protection Services Agreement (called the "Agreement") and its supported product list are the complete and exclusive agreement regarding your acquisition of protection service upgrade (called "Service") for Lenovo Machines ( called "Machines") and replace any prior oral or written communications between you, your Lenovo reseller or Lenovo regarding such acquisition.

Lenovo, an approved service provider, or your reseller, if authorized to perform this service, will repair Product components installed in your Lenovo Machine at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen, optional features installed by Lenovo at the time of Product purchase, an other componentry that Lenovo includes as a standard feature with the Product.

The service contract term shall begin on the warranty start date of the product and will expire at the end of the term specified in Your Invoice. Notwithstanding the above, the service contract term will end prior to the expiration date of this Agreement if we have, as a result of service provided to You, replaced Your product.

Pursuant to this Agreement, We will repair or, if in our sole discretion if we decide it is necessary, replace the Product if it experiences operational or structural failures resulting under normal operating conditions and handling, including an electrical surge that damages the Product's circuitry, or the failure of the integrated LCD screen. Service is only available in European countries where Lenovo Protection Services are available for sale.

### **EXCLUSIONS**

Excluded from repair are external peripherals and accessories including, optional features not installed by Lenovo at the time of Product purchase, external keyboards, mice, printers, scanner, external drives, software (preloaded or purchased separately), tape, disks, CDs, DVDs, film or other media, third-party products (those not bearing the Lenovo logo), even if sold by Lenovo.

Service does not include parts intended to be replaced or consumed, such as batteries, or cosmetic damage. In addition, this Agreement excludes Service of a Machine damaged by misuse, modification, unsuitable physical or operating environment, improper maintenance by you, removal or alteration of Machine or parts identification labels, or failure caused by a product for which Lenovo is not responsible.

### **TYPES OF SERVICE FOR MACHINES**

Repair Service will be provided at a service center, "called EasyServ" in some countries. Some parts of Machines are considered Customer Replaceable Units (CRUs). CRUs will be shipped to

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you for your replacement, or you may request that the servicer install the CRU at no additional charge. All defective CRUs must be returned as the servicer specifies. Under EasyServ Service, if Service is required as determined by Lenovo, an approved service provider, or your reseller, you may deliver the failing Machine or ship it suitably packaged (prepaid, unless the servicer specifies otherwise) to a designated location, or we will use a courier to pick up and return the Machine as specified in the supported product list.

When a type of Service involves the exchange of a Machine or part, the item the servicer replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the Service status of the replaced item. Before a servicer exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under Service. You also agree to ensure that the item is free of any legal obligations or restrictions that prevent its exchange. Lenovo is only responsible for loss of, or damage to, your Machine while it is 1) in the servicer's possession or 2) in transit in those cases where Lenovo is responsible for the transportation charges.

You agree to obtain authorization from the owner to have service performed on a Machine that you do not own. You agree to follow the instructions we provide and where applicable, before Service is provided: 1) follow the problem determination, problem analysis, and Service request procedures that we provide; and 2) secure all programs, data, and funds contained in a Machine.

You agree 1) that you are responsible for the results obtained from the Service; and 2) to provide the servicer with sufficient, free, and safe access to your facilities for Lenovo to fulfill our obligations.

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

Except for credit card and debit card transactions, amounts are due upon receipt of invoice. You agree to pay as specified by Lenovo in the invoice, including any late payment fee. You are responsible for any taxes related to this Service.

## **LENOVO RETURN POLICY**

You may cancel this Service within 30 days and obtain a refund or credit. To qualify for this refund (or credit, if appropriate), you must call the Lenovo partner from which you purchased the Machine within 30 days after the date Lenovo delivers the Service to you to obtain a return-authorization form. You must return the Service information to a Lenovo designated location by the date Lenovo specifies. A copy of your invoice and the shipping label must accompany the return in order to qualify for a refund. Shipping and handling charges will not be refunded.

## **LIMITED WARRANTY**

Lenovo warrants that Services will be performed using reasonable care and skill.

**THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **LIMITATION OF LIABILITY**

Circumstances may arise where, because of a default on Lenovo's part or other liability, you are entitled to recover damages from Lenovo. In each such instance, 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), Lenovo is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property, and 2) the amount of any other actual direct damages up to the charge for the Service that is the subject of the claim. This limit also applies to any of Lenovo's subcontractors and your reseller. It is the maximum for which Lenovo, its subcontractors and resellers are collectively responsible.

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**UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUBCONTRACTORS, OR YOUR RESELLERS LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF LENOVO, ITS SUBCONTRACTORS, OR YOUR RESELLERS ARE INFORMED OF THEIR POSSIBILITY.**

## **GENERAL**

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

A copy of your invoice is your proof of entitlement to Service.

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

You agree to allow Lenovo and its subsidiaries to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, resellers, and assignees of Lenovo and its subsidiaries for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for promotions, and for market research).

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.

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

You may not assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without prior written consent. Any attempt to do so is void.

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

All your rights and all Lenovo's obligations are valid only in South Africa.

Both you and Lenovo consent to the application of the laws of South Africa to govern, interpret, and enforce all of your and Lenovo's 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.