

Warranty Services Agreement

Please read the following terms carefully. Lenovo (or a Lenovo Authorized Reseller) will provide services only if you agree to these terms.

To register your warranty - please follow the prompts at website address listed below. Failure to register your warranty may result in Service delays:

http://shop.lenovo.com/gb/en/serviceswarranty/services_registration.html

Acceptance of Terms:

You are assumed to agree to these terms either by: (1) using or registering a Service; or (2) failing to reject these terms within thirty (30) days from date of purchase of a Service in accordance with the below process.

Rejection of Terms:

If you do not accept the terms and have not used or registered for the purchased Service you may cancel this Agreement within thirty (3) days from the date of purchase of the Service by notifying the provider who you purchased the Services from (either Lenovo or the Lenovo Authorised Reseller as applicable), providing proof of purchase and requesting to cancel this Agreement and obtain a full refund of the Service fee.

Important Notice:

THIS WARRANTY SERVICES AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

We are required by the Australian Consumer Law to include the following statement:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Definitions:

“Agreement” means this Warranty Services Agreement.

“Lenovo” means Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Level 4, 12 Help Street, Chatswood NSW 2057. Telephone: +61 2 8003 8200. Email: lensyd_au@lenovo.com

“Lenovo Limited Warranty” means Lenovo’s Limited Warranty (http://www.lenovo.com/services_warranty/au/en/).

“Service” means either one, or a combination of, the following Services which are purchased by You for Lenovo products (in addition to your Lenovo Limited Warranty) as specified in your invoice or order confirmation: (i) Lenovo Limited Warranty Extension; (ii) Lenovo Battery Warranty Extension; or (iii) Lenovo Limited Warranty Service Upgrade; or (iv) Keep Your Drive.

“We”, “Us”, and “Our” shall refer to Lenovo.

“You” and “Your” shall refer to the purchaser.

1. What This Agreement Covers

- 1.1 To the extent permitted by law, this Agreement, together with the Lenovo Limited Warranty, is the complete agreement between you and Lenovo regarding any Service purchased by You.
- 1.2 You agree this Agreement supersedes and replaces any prior oral or written communications between you and Lenovo (or Lenovo Authorized Reseller) regarding any Service.
- 1.3 Any additional, amended or different terms in any order or written communications from You shall be void and of no effect.
- 1.4 This Agreement modifies the Lenovo Limited Warranty only as provided below.

1.5 Each of the Services described in Sections 2 - 4 below can be purchased by You separately. Any Service purchased under this Agreement will be provided according to the applicable description below.

1.6 This Agreement is only valid in Australia & New Zealand.

2. Your Lenovo Limited Warranty - Depot Service Default

2.1 Your Lenovo Limited Warranty comes with a default 12 month Depot service, as described below. Additional service options as described in sections 3 to 5 below may be purchased.

- (a) 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 centre.
- (b) You are responsible for backing up your data, disconnecting the product and packing it in the Lenovo provided shipping container for the return of your product to the designated service centre.
- (c) Shipping expenses will be paid by the Lenovo designated service provider. A courier will pick up your product and deliver it to the service centre. The service provider will return the repaired or replacement product to you at its expense.

3. Additional Service - Lenovo Limited Warranty Extension

3.1 The duration of the Lenovo Limited Warranty Extension Service for your product will be for the period you purchase, commencing on the start date of your original base warranty period (as provided in Your Lenovo Limited Warranty).

3.2 This Service must be purchased during your product's original Lenovo Limited Warranty period.

3.3 The Lenovo Limited Warranty Extension does not apply to consumables included in the product – including batteries. Unless you purchase a separate Lenovo Battery Warranty Extension, the Lenovo Limited Warranty period for your battery will expire at the end of the original Lenovo Limited Warranty period specified in your Lenovo Limited Warranty.

4. Additional Service - Lenovo Battery Warranty Extension

4.1 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.

4.2 This Service must be purchased before the end of your product's original Lenovo Limited Warranty period.

4.2 You will be entitled to a battery replacement during the Lenovo Battery Warranty Extension period, when a fault with the battery is identified (as determined by a Lenovo certified battery diagnostic tool).

- (a) If the battery in your product is a customer replaceable unit ("CRU"), a replacement battery will be shipped to you.
- (b) If the battery in your product is a sealed battery and is not customer replaceable, your battery will be replaced in accordance with the service level you have purchased (e.g. Depot or Onsite).

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 centre. Shipping expenses will be paid by the Lenovo designated service provider. A courier will pick up your product and deliver it to the service centre. Lenovo will return the product to You at its expense.

5. Additional Service - Lenovo Limited Warranty Service Upgrades

5.1 Each of the Service types described in Section 4.2 below can be purchased either separately or as a combination. The Service type of your Lenovo Limited Warranty (as may be extended by Your Lenovo Limited Warranty Extension if any) will be upgraded to the service type below according to the Lenovo Limited Warranty Service Upgrade you purchase.

5.2 If a problem with Your product may be remedied with a customer replacement unit (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.

(a) On-Site Response Service.

- (i) A Lenovo technician will first attempt to trouble shoot your issue via telephone. If the problem cannot be resolved, then, a Lenovo technician will be arranged to arrive onsite to help remedy your issue, subject to availability of any required parts.
- (ii) Where possible, your product will be repaired or replaced at your location. Some repairs may need to be completed at a Lenovo service centre. If so, Lenovo will send the product to the service centre at its expense and return the repaired or replacement product to you at its expense.
- (iii) This Service is available during 8am - 5pm (in Your local time zone), Monday through Friday, excluding public holidays (in Australia or New Zealand as applicable).
- (iv) You must provide a suitable working area for the disassembly and reassembly of the product.

(b) Keep Your Drive

- (i) 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.
- (ii) This Service applies to the original hard drive in your product and any replacement hard drive(s) provided for your product under the Lenovo Limited Warranty.
- (iii) 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.

6. Service Warranties

6.1 Lenovo warrants the Services will be performed with reasonable care and skill.

6.2 When a Service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property.

6.3 Only unaltered Lenovo products and parts are eligible for replacement. The replacement product or part provided by Lenovo will be in good working order and functionally equivalent to the original product or part. The replacement product or part may not be new.

6.4 Except to the extent permitted by law, the replacement product or part shall be warranted for the balance of the period remaining on the original product.

6.5 Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Products and parts that are repaired may be repaired using refurbished parts. Product repair may result in loss of data, if the product to be repaired is capable of retaining user-generated data.

7. How to Obtain Service

7.1 A Service may be provided by Lenovo, an authorized Lenovo reseller if authorized to provide the Service, or an authorized warranty service provider. Each of them is referred to as a "Service Provider".

7.2 To obtain a Service, contact a Service Provider. See <http://support.lenovo.com/au/en/contactus> for a link to telephone numbers of service providers by country, including telephone numbers for ThinkPlus Priority Support.

7.3 If You do not register the Product with Lenovo, You will be required to present reasonable proof of purchase as evidence of Your entitlement to the Service.

7.4 Warranty service may not be available in all locations and may differ from location to location. Contact a local Service Provider for information specific to your location.

8. Exclusions

8.1 This Agreement and the Services do not cover the following:

- (a) uninterrupted or error-free operation of a Product;
- (b) loss of, or damage to, Your data;
- (c) any software programs, whether provided with the product or installed subsequently (except to the extent specifically stated in this Agreement);
- (d) failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You;
- (e) damage caused by a non-authorized service provider;
- (f) failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request;
- (g) 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);
- (h) peripheral or third party products, even if installed by Lenovo; and
- (i) Consumable products such as batteries other than as provided as part of the Services provided to you if you have purchased the Lenovo Battery Warranty Extension.

9. Limitation of Liability

9.1 Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation. Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product. **LENOVO, INCLUDING ITS OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS, SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, DISCLOSURE OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES; OR 4) ANY LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOR THE AMOUNT PAID FOR THE PRODUCT.**

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

10. General

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

10.2 If you obtain service under this warranty, your contact information, including name, phone numbers, address, and e-mail address may be collected by Lenovo from you directly or from our authorized service providers and used in connection with performing Warranty Service. We may also contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, we may provide your information to a third party or related entity we use to support us in providing the Warranty Service. These third parties and related entities may be located outside Australia. The relevant countries change from time to time (eg, as we change our third party support arrangements) and it is not practicable to list those countries here. We

require all parties to whom we disclose your contact information to only use that information for the purpose of supporting us to provide the Warranty Service and to take appropriate steps to protect your contact information from unauthorized use or disclosure. We may also disclose your contact information where required or permitted by law. Lenovo's privacy policy is available at <http://www.lenovo.com/privacy/au/en/>. Our policy contains details about our process for managing any queries or complaints regarding handling personal information.

- 10.3 If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in effect.
- 10.4 Nothing in this Agreement affects any statutory rights of consumers that may not be waived or limited by contract.
- 10.5 Neither of us is responsible for failure to fulfil obligations due to causes beyond their control.
- 10.6 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.
- 10.7 Each of us will comply with any laws and regulations that are applicable to this Agreement.
- 10.8 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.
- 10.9 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.