

# **Lenovo “Business PC+” Offer Terms & Conditions**

These terms & conditions apply to the **Lenovo Business PC+ Offer – November 2020** (“the Offer”) by Lenovo India Pvt Ltd. (“Lenovo” or “the Company”) to its end customer (“the customer”, “you”, “your”). **Please Read & Understand the Terms & conditions given below:**

1. The Offer provides „Extended Onsite Warranty and/or „Accidental Damage Protection (ADP) for Products purchased by end customers during the Offer Period. ADP offer is applicable only on Notebooks.
2. Offer Period: **1<sup>st</sup> November 2020 to 30<sup>th</sup> November 2020**. The Product needs to be purchased from select Lenovo Business Partners in India during this period. However, online registration for the Offer is open till **10<sup>th</sup> December 2020**. The Payment period is between **1<sup>st</sup> November 2020 to 17<sup>th</sup> December 2020**
3. Eligible product series under the offer are (**ThinkPad Edge E470 & E480, E450, ThinkPad T470 & T480, ThinkPad X1 Carbon, ThinkPad X270 & X280, ThinkPad Yoga 370 & Yoga X380, V Series Notebook, V130, TP L380**)
4. For V Series Notebooks 2 years additional warranty (1+2) is applicable default on selecting 3 years ADP @ INR 1499/- or INR 2099/-.
5. Customer cannot select the **STANDALONE ADP** on selected ThinkPad Edge Series Notebook with 1 year Base Warranty (**ThinkPad Edge E470 & E480, V130**) until then customer has to select the Warranty offer.
6. The Lenovo CUSTOMER WARRANTY shall be governed by the terms and conditions provided along with the Product and/or available at [www.lenovo.com/warranty](http://www.lenovo.com/warranty).
7. The Offer is applicable only on purchase of select Lenovo products („Product”) and selected MTMs only
8. To avail the Offer, eligible customers need to register in the online portal [www.lenovowarranty.in](http://www.lenovowarranty.in) by agreeing to the terms and conditions of the Offer. The website shall be open for registration only during the Offer/Registration period and no further claims shall be entertained beyond the specified dates.
9. For registration, you need to log in your claim with the serial number of the Product purchased, your contact information and also upload the scanned copy of the invoice, scanned copy of serial number from outer box. Upon registration, the website returns a successful registration mail along with a Ticket Number and payment confirmation. On validation of all documents, the warranty details will be updated, else a rejection mail will be sent stating the reason for invalidation and the amount paid will be refunded after deducting **Rs.499** per unit of **Notebook** towards handling and processing fee.
10. The Product must be purchased from participating Authorized Lenovo Business Partner in India and online registration for the Offer needs to be completed during the Offer Period as described in the offer document.
11. As the payment process is instant to speed up the extended warranty and/or ADP redemption process on the website, Lenovo reserves the right to reverse the updated warranty in case of any incorrect information or declaration is provided by customer within 90 days of payment realization or service activation. The amount

paid will be refunded after deducting **Rs.499** per unit of **Notebook** towards handling and processing fee within 60 days from the date of the rejection notice.

12. Lenovo's nominated supplier "**Kestone Integrated Marketing Services Pvt Ltd**" will send email confirmations on receipt of the correct serial number and details from the customer on the redemption website.
13. Payment can be made via Online.
14. For Escalations, issues/information, customer can contact to Customer Support Toll-Free number 1800 3000 9990 or Email to [pcplus@lenovowarranty.in](mailto:pcplus@lenovowarranty.in)
15. The confirmation time for the warranty extension and ADP under the Offer would be a maximum of 21 working days post payment realization. However, in case of any concerns on validation, the TAT may be the extended basis on customer response on that query.
16. Lenovo will not entertain any direct inquiries from the customer towards this offer. Queries need to be routed to the company's Authorized Business Partners from whom the product has been purchased. In case of escalations please use the above-given contact matrix.
17. Lenovo reserves the right to verify the sale at any point and where Lenovo considers that there is any breach of the terms & conditions or any fraud, to refuse/discontinue the benefit of this Offer, or seek reimbursement for any Offer benefit.
18. Lenovo reserves the right to cancel, change, modify or withdraw this promotion or its terms and conditions without assigning any reason or without giving any prior notice.
19. Customers are not bound in any manner to participate in this Offer. All Products of Lenovo are also available without the Offer, at the regular prices.
20. This Offer is NOT valid for special price clearance cases and also not valid for purchases made by company's Business Partners, National Distributors or company's Employees, neither for them nor for any of their relatives.
21. This Offer cannot be clubbed with any other end-customer offer run by Lenovo during the same / earlier period.

22. No cash or credit alternatives will be offered.
23. Lenovo accepts no responsibility whatsoever for any third-party claims, consequential loss or indirect damage resulting from this offer. The maximum liability of Lenovo under this Offer shall be limited to the cost of the offered Extended Warranty extension pack.
24. This offer is valid only till the availability of stock of Products.
25. The decision of Lenovo, on any matters in relation to or arising from the Offer shall be final and binding.
26. All disputes would be subject to the jurisdiction of courts in Bangalore, Karnataka.
27. The visuals shown as part of the offer are only indicative and may not be the actual representation of the product.
- 28. “Manufacturing date of the system/product should be within the last 12 months of the Offer Registration / Last Mile Invoice to avail Lenovo Business PC+ Offer “”**
29. Products Eligible for the Offer –Select MTMs from below mentioned series only
- ThinkPad Edge E470 / E480 ThinkPad T470 / T480 ThinkPad X1 Carbon ThinkPad X270 / X280 ThinkPad Yoga 370 / Yoga X380
  - V110 AMD
  - V Series Notebook
  - V130
  - TP L380
30. Customer will be getting the GST TAX Invoice within 30 working days (except Public Holidays) from the date of payment realization and TAX invoice will generate based on the registration details. While registering kindly mention correct GST details in the registration page (**Name (on whose name Invoice should be generated), Address, Mobile Number, State, City & GSTIN Number**).
31. The Offer **“From 1 Year to 3 Year onsite warranty”** is applicable only for less than 25 units.

NOTE: Post generating TAX Invoice there will be no revised TAX invoice generating.

## **Lenovo Personal Computing Devices Services Agreement**

**NOTICE: PLEASE READ THE FOLLOWING TERMS CAREFULLY. THIS LENOVO PERSONAL COMPUTING DEVICES SERVICES AGREEMENT WITH ANY OF ITS ATTACHMENTS (“AGREEMENT”) IS A BINDING LEGAL AGREEMENT BETWEEN YOU (“CUSTOMER” OR “YOU”) AND THE LENOVO AFFILIATE DESCRIBED BELOW (“LENOVO” OR “WE”). YOU ACCEPT THESE TERMS BY USING OR REGISTERING A SERVICE. IF YOU DO NOT WISH TO ACCEPT THESE TERMS DO NOT USE OR REGISTER THE SERVICE. INSTEAD, NOTIFY LENOVO OR YOUR SELLER WITHIN THIRTY (30) DAYS OF PURCHASE DATE TO CANCEL. EXCEPT AS OTHERWISE PROVIDED IN PART 2 OF THIS AGREEMENT, IF A SERVICE IS USED OR REGISTERED AT ANY TIME, LENOVO WILL NOT PROVIDE A REFUND. THIS AGREEMENT CONSISTS OF THE FOLLOWING PARTS: PART 1- GLOBAL TERMS PART 2- COUNTRY SPECIFIC TERMS**

**THE TERMS OF PART 2 REPLACE OR MODIFY TERMS OF PART 1 ONLY AS SPECIFIED FOR A PARTICULAR COUNTRY.**

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**PART 1 - GLOBAL TERMS**  
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**Contracting Entity:**

This Agreement is between you and Lenovo entity in the country in which you purchased the Service. If no affiliate in the country of purchase is identified by Lenovo then the Lenovo contracting entity is Lenovo PC HK Ltd. **1 What This Agreement Covers**

This Agreement, together with the Lenovo Limited Warranty, is the complete agreement between you and Lenovo regarding Warranty Extension, Warranty Upgrade, Post Warranty, and Other Services (each a "Service" or collectively "Services"), sold via a part number specified on your invoice or order confirmation. It supersedes and replaces prior oral or written communications between you and Lenovo regarding the Service. Additional terms in any order or written communications from you shall be void. This Agreement modifies the Lenovo Limited Warranty only as specified below. **Not all services are available in all regions, countries or products.** This Agreement only applies to the specific Service you purchased. **2 What This Agreement Does Not Cover This Agreement does**

**not apply to Lenovo Servers, Storage and Phone products. Lenovo shall have no responsibility for the following:**

- i (i) uninterrupted or error-free operation of a Product or Service; ii
- (ii) loss of, or damage to, your data; iii(iii) any software programs, whether provided with a product or installed subsequently; iv (iv) failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials; v (v) damage caused by a non authorized service provider, vi

(vi) 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; vii (vii) products or parts from a Lenovo product or non Lenovo product with an altered identification label or from which the identification label has been removed,; or viii (viii) any pre-existing defects in your product that occurred on or before the date of this Agreement.

**3 Registration and Activation**

Registration is the process by which Lenovo entitles your hardware product to the Service you have purchased. Service needs to be registered with Lenovo within thirty (30) days of the purchase date. Depending on the Service purchased, activation may be required in addition to registration. The activation process provides location data required to deliver specific service levels as detailed in Section 6. **4 Obtaining Service**

Contact Lenovo or a Lenovo-Authorized Service Provider ("Service Provider") or Lenovo authorized reseller if purchased from a reseller, in the country of purchase. You must follow the problem determination and resolution procedures as specified. Service Provider may attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. For additional information, visit support.lenovo.com. **5 Availability of the Service** The specified level of Service may not be available in all locations. Even where Service is indicated as available, there may still be certain geographical limitations such as islands and remote regions or a lack of trained personnel which prevent the provision of Service. Even if Service is indicated as not available, Lenovo may still be able to address your requirements.

**6 Service Offerings**

Services are only compatible with certain products as specified on your invoice.

**6.1 Service Definitions**

**A. Customer Replaceable Unit ("CRU")**

A CRU is a replacement part that Service Provider will ship for installation by you. CRUs that are easily installed by you are called "Self-service CRUs". Installation of Self-service CRUs is your responsibility. "Optional-service CRUs

are CRUs require technical skill and tools. Service Provider may install Optional-service CRUs or Self Service CRU's if an optional Service is purchased. You may find CRUs and their designation at [support.lenovo.com/parts](http://support.lenovo.com/parts) lookup or by contacting Lenovo Representative.

#### **B. Field Replacement Units ("FRU")**

An FRU is a replacement part that is not a CRU. The installation of an FRU will be handled by a service technician.

#### **C. Technician Installed CRUs ("TICRU")**

A TICRU is used if a problem with your product may be remedied with a CRU to replace an internal part. A service technician will be dispatched to your location to install the CRU. Replacement of external parts with a CRU remains your responsibility. D. **On-site Service**

On-site Service means if a problem with your product cannot be resolved via telephone or through a CRU, the repair will be performed 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. For service provided at a residence, an adult must be present at all times during the service technician's visit. At Lenovo's discretion for further investigation, performance test, etc., some repairs may need to be completed at a service center. If so, Service Provider will send the product to the service center at its expense and return the repaired or replacement product.

**On-site Services are only available in certain locations. For certain products, service areas may be found at [www.lenovocator.com](http://www.lenovocator.com) or by contacting Lenovo representative. Additional charges may apply outside a Service Provider's normal service area.**

E. **Hours of Field Service Coverage** • Business Hours: 9x5 coverage is defined as 9 hours per day, 5 days per week, during normal business hours, excluding local public & national holidays  
• 24/7 Hours: 24x7 coverage is defined as 24 hours per day, 7 days per week, 365 days per year.

#### **F. 8 Hour Response time**

8 hour response time target is the time period from when the telephone-based troubleshooting is completed and logged, to the delivery of the CRU or arrival of a service technician at your location. This 8-hour period is in addition to the average problem determination time from call placement for both parties to determine the problem and define the required action plan.

#### **G. 4 Hour Response time**

4 hour response target time is the time period from when the telephone-based troubleshooting is completed and logged, to the delivery of the CRU or arrival of a service technician at your location. This 4-hour period is in addition to the average problem determination time from call placement for both parties to determine the problem and define the required action plan.

#### **H. Lenovo Representative**

A Lenovo Representative shall mean to include Lenovo sales, contact center agent, Lenovo authorized reseller or distributor.

### **6.2 Service Offering Descriptions**

#### **A. Warranty Extension**

The duration of any extended warranty for your product will be for the period you purchase, commencing on the start date of the original base warranty. Any extension must be purchased during the product's original base warranty (for example if original warranty is 1 year and Warranty Extension is purchased for 3 years, then the total number of years for Warranty Extension is 3 year). Parts consumed through use of the product, for example, stylus, digitizer pen, and batteries are not covered by this Service. Warranty Period for all Lenovo batteries, stylus, and digitizer pens are limited to 12 months unless otherwise specified. 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.

**B. 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 in the event of battery failure during the extended period after your battery's original base warranty period. The battery in your product is a CRU, so a replacement battery will be shipped to you. This Service must be purchased before the end of your product's original battery base warranty period. **C. Sealed 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 in the event of battery failure during the extended period after your battery's original base warranty period. The battery in your product is a sealed battery and is not a CRU, so your battery will be replaced at a depot or at your location depending on the Warranty Upgrade purchased. This Service must be purchased before the end of your product's original battery base warranty period.

**D. Warranty Upgrade D.1. Depot Service:** If a problem with your product cannot be resolved via telephone or through the use of a 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 shipping container along with any other parts or information required by Lenovo and return the product to the designated service center. Shipping expenses will be paid by the Service Provider.

**D.2. Carry-In:** If a problem with your product cannot be resolved via telephone or through the use of a CRU, your product will be repaired or replaced at a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for collection. If you fail to collect the product within a reasonable period, Service Provider may dispose of the product as it sees fit, with no liability to you. **D.3.**

**Expedited Depot** If a problem with your product cannot be resolved via telephone or through the use of a CRU, your product will be repaired or replaced at a designated service center with expedited turnaround. You are

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 options you purchase. For a system upgrade to be honored, the system must also be covered by the original or extended warranty.

Upon resolution, Lenovo will ship the product at your registered location. You will be liable for the cost of any parts not packaged and mailed with the product.

responsible for disconnecting the product and packing it in the shipping container for the return of your product to the designated service center. Shipping expenses will be paid by Service Provider.

**D.4. On-Site Service:** If a problem with your product cannot be resolved via telephone or through a CRU, the repair will be performed at your location. This Service is available during normal business hours, Monday through Friday, excluding holidays.

**D.5. On-Site Service – Second Business Day Response (“SBD”):** If a problem with your product can not be resolved via telephone or through a CRU, the repair will be performed at your location. A service

the 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. Support calls received by the call center after 4:00 pm local time will require an additional day to dispatch a service technician.

**D.6. On-Site Service – Next Business Day Response (“NBD”):** If a problem with your product cannot be resolved via telephone or through a CRU, the repair will be performed at your location. A service 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 4:00 pm local time will require an additional day to dispatch a service technician. This Service is subject to the availability of service parts.

**D.7. On-Site Service – 8-hour Response (24x7) Response:** If a problem with your product cannot be resolved via telephone, the repair will be performed at your location. After you follow the telephone problem determination, a service technician will be dispatched to your location within eight hours as described under the response time section of this agreement. This Service is available 24 hours per day, 7 days per week, and 365 days per year. You must follow the telephone problem determination procedures before a service technician will be dispatched. 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](http://www.lenovo.com/activation). This Service may not be available for up to thirty (30) days after location activation.

**D.8. On-Site Service – 4-hour Response (Business Hours):** If a problem with your product cannot be resolved via telephone, the repair will be performed at your location within 4 hours as described under the response time section of this agreement. After you follow the telephone problem determination, a service provider technician will be dispatched to your location. 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 subject to 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](http://www.lenovo.com/activation). This Service may not be available for up to thirty (30) days after location activation.

**D.9. On-Site Service – 4-hour Response (24x7):** If a problem with your product cannot be resolved via telephone, the repair will be performed at your location. After you follow the telephone problem determination, a service provider technician will be dispatched to your location within 4 hours. This Service is available 24 hours per day, 7 days per week, 365 days per year. You must follow the telephone problem determination procedures before a service technician will be dispatched. 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](http://www.lenovo.com/activation). **D.10.**

**International Warranty Service Upgrade:** International Warranty Service Upgrade (“IWS Upgrade”) enables customers who travel with an IWS Upgrade to receive Service in eligible countries other than the country in which the Service was purchased. The length of IWS Upgrade is based upon the original warranty period assigned in the country of origin where the machine type was first sold. The Service delivery will be determined by the destination country subject to Service capabilities and parts availability in the destination country. Lenovo makes no commitment that the same method of service purchased in the original country will be provided in the destination country. Service procedures vary by country, and some service and/or parts may not be available in all countries. This may result in select parts being replaced by local country equivalents. Certain countries may require additional documentation, such as proof of purchase or proof of proper importation, prior to performing IWS

Upgrade. Service delivery capabilities for specific countries may be found in the Safety, Warranty and Setup Guide for your machine type

### **6.3 Other Services Offerings**

#### **A. Technician Installed CRUs**

If a problem with your product may be remedied with a CRU to replace an internal part, a service 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.

#### **B. Keep Your Drive**

Keep Your Drive, allows you to retain a defective drive that is replaced under the Lenovo Limited Warranty. This Service applies to the original drive in your product and any replacement storage drive provided for your product under the Lenovo Limited Warranty. You must provide Lenovo serial number of each 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 drive provided by Lenovo for a product not purchased by you. C.

#### **Accidental**

#### **Damage Protection (“ADP”)**

This Service covers operational or structural failure caused by:

I (i) liquid spills on the keyboard, ii (ii) unintentional bumps or drops from not more than fifteen (15) feet or five (5) meters, iii (iii) an electrical surge that damages the product's circuitry, or failure of the integrated screen, Lenovo will repair or replace (in its sole discretion) the product; provided, however, that the damage to the product is caused by an accident and is unintentional. This Service only covers components installed in your product at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated screen, optional features installed by Lenovo at the time of purchase, and other components that Lenovo includes as a standard feature with the product.

#### **This Service does not cover the following:**

- a. CRU batteries, light bulbs, memory disks, wire connections, AC adapters, carrying cases or folios, stylus or digitizer pens, cradles, docking stations, port replicators, external keyboards, printers, scanners, external drives, software (preloaded or purchased separately), tapes, CDs, DVDs, film or other media, external modems, external speakers, monitors, external mice or other input/output devices, projectors,
- b. any other components not internal to the product, any pre-existing defects in your product that occurred on or before the date of this Agreement, optional features not installed by Lenovo at the time of purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo, products not purchased from Lenovo or any products repaired by anyone other than Lenovo or a service provider authorized by Lenovo.
- c. Normal wear and tear of the product;
- d. Parts intended to be replaced or consumed - e.g., batteries, stylus, digitizer pen, etc.
- e. Cosmetic damage (e.g., scratches, dents, or cracks that do not affect the product's functionality or structural integrity);
- i. Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environments, improper maintenance by anyone other than Lenovo-authorized service providers, removal of original parts or alteration of product or identification labels;



- ii. Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids; or iii. Theft, loss or damage from fire, flood, or natural disaster, war, terrorism, acts of God

**Purchase Period for ADP:** ADP must be purchased with the product or within ninety (90) days of product purchase. **Coverage Period for ADP:** ADP shall begin on the warranty start date of the product. It will expire at the end of the period specified in your invoice. The Coverage Period terminates immediately if your product is replaced under this Agreement.

**Waiting Period for ADP:** When ADP is purchased subsequent to the purchase of your product, you may not exercise your rights to Service for thirty (30) days from the purchase date of the Service. Lenovo reserves the right to inspect your product prior to agreeing to provide Service when Service is purchased subsequent to the purchase of your product.

**D. Priority Technical Support D.1 Lenovo and Third-Party Software Support for Priority Technical Support**

This Service provides 24x7 accesses to advanced-level technicians. 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. Lenovo will provide direct telephone support for installation and basic usage problems for core software (supported software-defined by Lenovo and third party software provider). If Lenovo determines the performance of your product is related to a third-party software application (included in the collaborative list between Lenovo and third party software provider), 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.

- E. Premier Support E.1 Local Premier Support Contact Center to facilitate:**
- a) remote troubleshooting and diagnostic assistance (including possibly connecting to your system or products over a secure internet connection);
  - b) Original Equipment Manufacturer ("OEM") Supported Software Support;
  - c) information regarding your warranty Incident case management to help track, progress, and close;
  - d) validation of your product serial number and Service entitlements;
  - e) determine whether your issue is a warranty Incident, and determine whether your warranty Incident can be resolved via one of the following (at Lenovo's discretion), and f) On-site Service NBD.

Lenovo shall provide:

- E.2 Technical Account Manager ("TAM") to provide:**
- a) end-to-end case management regarding your warranty incidents to help track, progress, and close;
  - b) escalation management and a single, designated point of contact for all your warranty Incident management;

- c) where required, coordinate or implement On-site NBD Service NBD;
- d) support for preliminary network connectivity requests; and
- e) online support to Lenovo support forums.

**E.3 Warranty Incident Resolution – Remote for Premier Support**

**E.4 Parts Prioritization for Premier Support**

**E.5 OEM Supported Software Support for Premier Support** a) providing the operating system and setup assistance associated with the OEM Support Software (Note: Setup Assistance only includes support of OEM Support Software; basic/how-to questions; feature definition questions; and OEM available fix/patches assistance and implementation);

- b) Lenovos TAM acting as a single point of contact to facilitate communication between you and the OEM;
- c) until your issue is identified, isolated and escalated to the OEM, Lenovo’s TAM will engage with the OEM to register your issue. Lenovo’s TAM will then monitor the issue and update on the status and proposed resolutions; d) you must have all necessary license and support agreements in place with the OEM prior to the Service;
- e) Lenovo has no responsibility or liability for the performance of the OEMs software, products or services;
- f) Lenovo does not warrant that any issue will be resolved;
- g) resolutions may not be available from the OEM. You accept that where no resolution is available, or where the resolution is unacceptable to you, that Lenovo’s obligation to provide collaborative support is still fulfilled.

Post completion of Premier Support Call Center troubleshooting, if required (as determined by Lenovo), Lenovo will remotely attempt to address and resolve your warranty Incident. Prioritization of parts allocation for your warranty incidents.

OEM Supported Software Support includes collaborative assistance to engage with OEMs on OEM Supported Software concerns, pursuant to the following:

- a) you must have all necessary licenses and support agreements in relation to the OEM Supported Software; h) you must maintain the latest minimum release levels or configurations required for the Lenovo products (per support.lenovo.com) and OEM Supported Software

**F. International Service Entitlement (“ISE”) F.1 ISE Sealed Battery and Keep Your Drive F.2 ISE Accidental Damage Protection**

ISE enables customers who travel with, or relocate any Lenovo product to receive Sealed Battery Service and/or Keep Your Drive (KYD) Service in any country where such Service is announced and sold by Lenovo or Lenovo authorized resellers. The length of service is based upon the original warranty period assigned in the country of origin where the Service was first sold by Lenovo or a Lenovo authorized reseller. ISE must be purchased in addition to, Sealed Battery and KYD but only once for any combination of the Services. All Services may not be available in all countries and for all products.

ISE enables customers who travel with, or relocate any Lenovo product to receive Accidental Damage Protection (ADP) in any country where such Service is announced and sold by Lenovo or Lenovo authorized resellers. The length of service is based upon the original warranty period assigned in the country of origin where the Service was first sold by Lenovo or a Lenovo authorized reseller. ISE must be purchased in addition to ADP, but only once for any combination of the Services.

**G. Post Warranty Service**

If Post Warranty Service is purchased before the base warranty or other Service described in this Agreement expires, it will begin the day after the base warranty or other Service purchased expires. If Post Warranty Service is

purchased after the base warranty or other Service purchased expires, Post Warranty Service begins on the day of purchase. Post Warranty Service is available for Lenovo products only if the product is in good working order as determined by Lenovo. Lenovo reserves the right to inspect a product within one month from the purchase date of Post Warranty Service. If Lenovo determines the product is not in good working order, Lenovo will notify you and advise you of the cost to place the product in good working order. If you elect not to have the product placed in good working order at your expense, you may reject Post Warranty Service and receive a full refund of the purchase price.

## **7 Lenovo Business Partners**

Lenovo may contract with suppliers and resellers (“Business Partners”) to promote, market, and support certain Services; however, Business Partners are independent and separate from Lenovo. Lenovo is not responsible for the actions or statements of Business Partners, obligations that they may have to you or any products or services that they supply to you under their agreements. When you purchase Service from a Business Partner, the Business Partner establishes the charges and terms for the Service.

## **8 Purchase of Service from Lenovo**

Payment must be received by Lenovo or a Lenovo reseller in advance of any Service. Except for credit card and debit card transactions, amounts are due upon receipt of invoice. You agree to pay as specified in the invoice, including any late payment fee. You are responsible for any taxes resulting from your purchases under this Agreement. If the Service is not registered with Lenovo, you will be required to provide proof of purchase as evidence of your entitlement to a Service.

## **9 Lenovo Return/ Cancellation Policy**

Unless a Service has been used or registered, you may cancel a Service within thirty (30) days of the purchase date and obtain a refund or credit. In order to qualify for a refund or credit, you must notify Lenovo or your seller in writing within thirty (30) days of the purchase date. A copy of your invoice must accompany the request.

## **10 Withdrawal of Service**

Lenovo may withdraw part or all of any Services specified herein on one (1) months' notice to you. If Lenovo withdraws a Service for which you have paid in full and Lenovo has not yet fully provided it to you, then, if purchased directly from Lenovo, Lenovo will give you a prorated refund. You must contact your Lenovo Business Partner for a refund for any Services purchased from them.

## **11 Warranty of Services**

Lenovo warrants that the Services will be performed using reasonable care and skill in accordance with the description of the tasks specified in this Agreement for the applicable Lenovo Service. You agree to provide timely written notice of any failure to comply with this warranty

**TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, 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 AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. ALL SOFTWARE AND THIRD-PARTY PRODUCTS ARE PROVIDED “AS IS”, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD-PARTY MANUFACTURERS, SUPPLIERS, LICENSORS OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

Lenovo does not warrant the uninterrupted or error-free operation of a Service or that Lenovo will correct all defects.

## **12 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. 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’s entire liability for all claims in the aggregate arising from or related to each Service or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the charges for the Service that is the subject of the claim. This limit also applies to any of Lenovo’s subcontractors or resellers. It is the maximum for which Lenovo, its

resellers and subcontractors are collectively responsible. The following amounts are not subject to a cap on the amount of damages: a) damages for bodily injury (including death); b) damage to real property; and c) damage to tangible personal property for which Lenovo is solely and legally liable.

Except as expressly required by law without the possibility of contractual waiver, under no circumstances shall Lenovo, its resellers or its subcontractors, be liable for any of the following even if informed of their possibility:

- a. loss of, or damage to, data;
- b. special, incidental, exemplary, or indirect damages or for any economic consequential damages; or
- c. lost profits, business, revenue, goodwill, or anticipated savings.

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

### **13 General**

- A. Lenovo reserves the right to subcontract Services, or any part of them, to subcontractors selected by Lenovo.
- B. 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.
- C. 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.
- D. The replacement product or part may not be new. 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.
- E. 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... In no event shall Lenovo be responsible for the loss of data or information on a product or any parts thereof to which Lenovo may be provided access in the course of Services to be provided here under.
- F. To the extent applicable to this transaction, each of us is responsible for the supervision, direction, control, and compensation of our respective personnel.
- G. Each of us may communicate with the other by electronic means and such communication is acceptable as signed writing to the extent permissible under applicable law. An identification code (called a "user ID")

contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity.

- H. Each of us is free to enter into similar agreements with others.
- I. Each of us grants the other only the license and rights specified in any applicable license agreements. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise.
- J. You agree not to resell the Service. Any attempt to do so is void unless agreed in writing by Lenovo.
- K. You are responsible for selecting the Services that meet your needs and for the results obtained from the use of the Services.
- L. Neither of us will bring a legal action, regardless of form, arising out of or related to this Agreement or the transaction under it more than two years after the cause of action arose unless otherwise required by applicable local law. After such time limit, any legal action arising out of this Agreement or the transaction under it and all respective rights related to any such action shall lapse, unless otherwise required by applicable law without the possibility of contractual waiver or limitation.
- M. Neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.
- N. 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.
- O. 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.
- P. Lenovo's obligation to provide Service is conditional upon your completion of the Registration and/or Activation process.
- Q. Lenovo and its affiliates, Business Partners, resellers 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 anywhere they do business. 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 opt-out of receiving 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.
- R. Each of us will comply with any laws and regulations that are applicable to this Agreement.
- S. Customer may not assign this Agreement, in whole or in part, without the prior written consent of Lenovo. 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.
- T. 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.
- U. 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. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

#### **14 Geographic Scope and Governing Law**

The rights, duties, and obligations of each party are valid only in the country of purchase except that all licenses are valid in accordance with their terms. Unless otherwise expressly stated, the laws of the country in which you purchased the Service govern this Agreement. -----  
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**PART 2 - COUNTRY SPECIFIC TERMS** -----  
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**ATTACHMENT – (INDIA  
REGION) INDIA**

**6.2.A Warranty Extension**

The following is added to this Section:

Warranty Period for all Lenovo batteries, stylus, and digitizer pens shipped along with notebook or tablet products is limited to 12 months. Any Extended Warranty which is purchased for notebook and tablet unit will not apply to aforesaid products unless otherwise specified. This means that Lenovo will provide warranty service without charge for batteries, stylus, and digitizer pens during the 12 months of the warranty period. Any subsequent repair or replacement thereafter will be on chargeable basis.

Warranty Period for external keyboard and external mice shipped along with Idea and Lenovo branded desktop and All-in-One (excluding Think-branded products) is limited to 12 months. Any Extended Warranty which is purchased for Idea and Lenovo branded desktop and All-in-One units will not apply to aforesaid products unless otherwise specified. This means that Lenovo will provide warranty service without charge for keyboard and mice during the first 12 months of the warranty period. Any subsequent repair or replacement thereafter will be on chargeable basis.

Warranty service may not be available in all locations and may differ from location to location.

For accessories, be sure to retain your proof of purchase and packing material. They might be required to receive warranty service from the Lenovo Authorized Service Partner. **6.3.C Accidental Damage Protection (“ADP”)** The following shall be added to this Section:

**The following section is applicable for Idea and Lenovo Branded Notebook and Tablet products (Excluding Think Branded Products)**

**Limitation of Claims:** This agreement entitles you to avail a maximum of one accidental repair claim per Service policy year. Policy Period starts from the date of notebook or tablet purchase as reflected in your invoice. If your notebook or tablet Product is repaired under this Agreement during a policy year, your Product is not eligible for another repair of same or a different issue under this Agreement during the same policy year. The single replacement will be done with a configured system which is comparable to the configured system in the Product, during the lifecycle of the Product under this Service only if the system is beyond economic repair. If the system is replaced, you will have the option to purchase new Service coverage for that system, if desired. The coverage for the original machine ceases when a replacement is provided.

Please refer to the detailed Accidental Damage Protection policy for India available on the website [www.support.lenovo.com/in/en](http://www.support.lenovo.com/in/en)

The following shall replace Subsection (i), (ii) and (iii) of “This Service does not cover the following:” (e) in their entirety:

- i. i. Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environments, tampering, improper maintenance by anyone other than Lenovo-authorized service providers, removal of original parts or alteration of product or identification labels; ii. Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids or damage caused by animals, including all types of pets and/or pests, such as but not limited to licking, biting, chewing and scratching; or iii. Theft, loss or damaged due to a road accident, fire, rain, flood, or natural disaster, war, terrorism or acts of God.

**13. General**

The following replaces Section 13(K) in its entirety:

Neither of us will bring a legal action, regardless of form, arising out of or related to this Agreement or the transaction under it more than two years after the cause of action arose, unless otherwise required by applicable

law. After such time limit, any legal action arising out of this Agreement or the transaction under it and all respective rights related to any such action shall lapse, unless otherwise required by applicable law without the possibility of contractual waiver or limitation. **14. Geographic Scope and Governing Law**

The following replaces this Section in its entirety:

This Agreement shall be governed by and interpreted in accordance with the laws of India, without regard to its or any other jurisdiction's conflicts of laws principles. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by a court located in Bangalore, Karnataka.