

# Accidental Damage Protection Services Agreement

## Important Notice

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

### 1. WHAT THIS AGREEMENT COVERS

This Accidental Damage Protection Services Agreement ("Agreement") is the complete agreement between you and Lenovo regarding accidental damage protection ("Service") for the products specified in your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between you and Lenovo regarding the Service. Any additional or different terms in any order or written communications from you shall be void and of no effect. Service purchased under this Agreement will be provided as described in this Agreement. The Service is available in the country or region in which you purchased your product. The Service may be available in other countries or regions at Lenovo's discretion on a reasonable efforts basis.

### 2. DAMAGE PROTECTION SERVICE

**a. Product:** The covered Product is your notebook, all-in-one, desktop, or tablet computer identified on your invoice.

**b. Scope of Service.** Lenovo will, in our sole discretion, repair or replace the Product if it experiences operational or structural failures that impact the Product's functionality resulting under normal operating conditions and handling due to: (i) liquid spills on the keyboard, (ii) unintentional bumps or drops of the Product from not more than fifteen (15) feet or five (5) meters, (iii) an electrical surge that damages the Product's circuitry, or (iv) the failure of the integrated LCD screen.

**c. Covered Product Features.** This Agreement covers Product 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 LCD screen, optional features installed by Lenovo at the time of Product purchase, and other components that Lenovo includes as a standard feature with the Product. **THIS AGREEMENT DOES NOT COVER:** 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, any other components not internal to the Product, optional features not installed by Lenovo at the time of Product purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo, or any Product repaired by anyone other than Lenovo or a service provider authorized by Lenovo.

**d. Coverage Period.** The period of Service shall begin on the warranty start date of the covered 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. **FOR TABLET PRODUCTS ONLY:** If your tablet Product is repaired under this Agreement, your tablet Product is not eligible for another repair of a different issue under this Agreement for twelve months.

**e. Waiting Period.** When Service 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.

**F. Obtaining Service.** To obtain Service, contact Lenovo or a Lenovo-authorized service provider (each a "Service Provider"). You must follow the problem determination and resolution procedures specified by the Service Provider. The Service Provider may attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance.

Some problems with your Product may be resolved with a replacement part that you install yourself called a "Customer Replaceable Unit" or "CRU." If so, the Service Provider will ship the CRU to you for you to install. CRUs that are easily installed by you are called "Self-service CRUs". "Optional-service CRUs" are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is your responsibility. You may request that a Service Provider install Optional-service CRUs. There may be additional charges for installation of a Self-service CRU.

If the problem with your Product cannot be resolved over the telephone or by the installation of a CRU, the Service Provider will arrange for Service as described below.

If you are entitled to On-site warranty service under the Limited Lenovo Warranty, and the Service Provider determines your Product can be repaired at your location, then the Service Provider will repair or exchange your product at your location. Service is available during normal business hours, Monday through Friday, excluding holidays. Some repairs may need to be completed at a service center. If so, the Service Provider will send the product to the service center at its expense.

If you are not entitled to On-site warranty service under the Lenovo Limited Warranty, or your Product cannot be repaired at your location, your Product will be repaired or exchanged at a service center. You are responsible for disconnecting your Product and packing it in the provided shipping container to return your Product to the designated service center. Shipping expenses will be paid by the Service Provider. A courier will pick up your Product and deliver it to the service center. The Service Provider will return the repaired or replacement Product to you at its expense.

You must (i) provide the Service Provider with sufficient, free, and safe access to your facilities to perform Service; (ii) remove all data, including confidential information, proprietary information and personal information, from your Product or, if you are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law; (iii) remove all features, parts, options, alterations, and attachments not covered by Service; (iv) ensure that your Product or part is free of any legal restrictions that prevent its replacement; and (v) if you are not the owner of a Product or part, obtain authorization from the owner for the Service Provider to provide Service.

When Service involves the replacement of your Product or a part, the replaced Product or part becomes Lenovo's property and the replacement Product or part becomes your property. You must return the replaced Product or part as designated by the Service Provider. The replacement Product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part.

### **3. WHAT THIS AGREEMENT DOES NOT COVER**

This Agreement does not cover:

- (i) Normal wear and tear of the Product;
- (ii) Parts intended to be replaced or consumed (e.g., batteries), or those components listed in Section 2.d of this document, or cosmetic damage (e.g., scratches, dents, or cracks that do not affect the Product's functionality or structural integrity);
- (iii) Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environment, improper maintenance by anyone other than Lenovo authorized service providers, removal of original parts or alteration of a Product or identification labels;
- (iv) Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids; or
- (v) Theft, loss or damage from fire, flood, or natural disaster, war, terrorism, or acts of God.

### **4. PAYMENT**

Payment must be received by Lenovo in advance of providing Service. If you do not register with Lenovo, you will be required to provide your proof of purchase as evidence of your entitlement to Service. You are responsible for any taxes related to Service.

### **5. 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, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY 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.**

## **6. LIMITATION OF LIABILITY**

**UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, RESELLERS, OR SERVICE PROVIDERS 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 AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.**

**THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.**

**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.**

## **7. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

Both you and Lenovo consent to the application of the laws of the jurisdiction where the service is purchased to govern, interpret, and enforce our respective rights, duties, and obligations under or relating to this Agreement,

without regard to conflict of law principles. 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.