

Lenovo Statement of Limited Warranty

Part 1 - General Terms

*This Statement of Limited Warranty includes Part 1 - General Terms, Part 2 - Country-unique Terms, and Part 3 - Warranty Information. The terms of Part 2 replace or modify those of Part 1. The warranties provided by Lenovo Group Limited or one of its subsidiaries (called "Lenovo") in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. The term "Machine" means a Lenovo machine, its options, features, conversions, upgrades or peripheral products, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. **Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.***

What this Warranty Covers

Lenovo warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to Lenovo's Official Published Specifications ("Specifications") which are available on request. The warranty period for the Machine starts on the original date of installation and is specified in Part 3 - Warranty Information. The date on your invoice or sales receipt is the date of installation unless Lenovo or your reseller informs you otherwise. Unless Lenovo specifies otherwise, these warranties apply only in the country or region in which you purchased the Machine.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE 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. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What this Warranty Does not Cover

This warranty does not cover the following:

- any software programs, whether pre-loaded or shipped with the Machine, or installed subsequently;
- failure resulting from misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
- failure caused by a product for which Lenovo is not responsible; and
- any non-Lenovo products, including those that Lenovo may procure and provide with or integrate into a Lenovo Machine at your request.

The warranty is voided by removal or alteration of identification labels on the Machine or its parts.

Lenovo does not warrant uninterrupted or error-free operation of a Machine.

Any technical or other support provided for a Machine under warranty, such as assistance with "how-to" questions and those regarding Machine set-up and installation, is provided **WITHOUT WARRANTIES OF ANY KIND**.

How to Obtain Warranty Service

Warranty service may be provided by Lenovo, IBM, your reseller if authorized to perform warranty service, or an authorized warranty service provider. Each of them is referred to as a "Service Provider."

If the Machine does not function as warranted during the warranty period, contact a Service Provider. If you do not register the Machine with Lenovo, you may be required to present proof of purchase as evidence of your entitlement to warranty service.

What Lenovo Will Do to Correct Problems

When you contact a Service Provider for service, you must follow the problem determination and resolution procedures that we specify. An initial diagnosis of your problem can be made either by a technician over the telephone or electronically by access to a support website.

The type of warranty service applicable to your Machine is specified in Part 3 - Warranty Information.

You are responsible for downloading and installing designated software updates from a support web site or from other electronic media, and following the instructions that your Service Provider provides. Software updates may include basic input/output system code (called "BIOS"), utility programs, device drivers, and other software updates.

If your problem can be resolved with a Customer Replaceable Unit ("CRU") (e.g., keyboard, mouse, speaker, memory, hard disk drive), your Service Provider will ship the CRU to you for you to install.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone or electronically, through your application of software updates, or with a CRU, your Service Provider, will either, at its discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. If your Service Provider is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

As part of the warranty service, your Service Provider may also install selected engineering changes that apply to the Machine.

Exchange of a Machine or Part

When the warranty service involves the exchange of a Machine or part, the item your Service Provider replaces becomes Lenovo's 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 warranty service status of the replaced item.

Your Additional Responsibilities

Before your Service Provider exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to:

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
2. obtain authorization from the owner to have your Service Provider service a Machine that you do not own; and
3. where applicable, before service is provided:
 - a. follow the service request procedures that your Service Provider provides;
 - b. backup or secure all programs, data, and funds contained in the Machine; and

- c. provide your Service Provider with sufficient, free, and safe access to your facilities to permit Lenovo to fulfill its obligations.
4. (a) ensure all information about identified or identifiable individuals (Personal Data) is deleted from the Machine (to the extent technically possible), (b) allow your Service Provider or a supplier to process on your behalf any remaining Personal Data as your Service Provider considers necessary to fulfill its obligations under this Statement of Limited Warranty (which may include shipping the Machine for such processing to other service locations around the world), and (c) ensure that such processing complies with any laws applicable to such Personal Data.

Limitation of Liability

Lenovo is responsible for loss of, or damage to, your Machine only while it is 1) in your Service Provider's possession or 2) in transit in those cases where Lenovo is responsible for the transportation charges.

Neither Lenovo nor your Service Provider are responsible for any of your confidential, proprietary or personal information contained in a Machine which you return for any reason. You should remove all such information from the Machine prior to its return.

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), except for any liability that cannot be waived or limited by applicable laws, Lenovo is liable for no more than

1. damages for bodily injury (including death) and damage to real property and tangible personal property for which Lenovo is legally liable; and
2. the amount of any other actual direct damages, up to the charges for the Machine that is subject of the claim.

This limit also applies to Lenovo's suppliers, resellers and your Service Provider. It is the maximum for which Lenovo, its suppliers, resellers, and your Service Provider are collectively responsible.

UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUPPLIERS, RESELLERS OR SERVICE PROVIDERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Governing Law

Both you and Lenovo consent to the application of the laws of the country in which you acquired the Machine 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 Statement of Limited Warranty, without regard to conflict of law principles.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which you acquired the Machine.

Part 2 - Country-unique Terms

AMERICAS

ARGENTINA

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

BOLIVIA

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the courts of the city of La Paz.

BRAZIL

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the court of Rio de Janeiro, RJ.

CHILE

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Civil Courts of Justice of Santiago.

COLOMBIA

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges of the Republic of Colombia.

ECUADOR

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges of Quito.

MEXICO

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Federal Courts of Mexico City, Federal District.

PARAGUAY

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the courts of the city of Asuncion.

PERU

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges and Tribunals of the Judicial District of Lima, Cercado.

Limitation of Liability: *The following is added at the end of this section:*

In accordance with Article 1328 of the Peruvian Civil Code the limitations and exclusions specified in this section will not apply to damages caused by Lenovo's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

URUGUAY

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the City of Montevideo Court's Jurisdiction.

VENEZUELA

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Courts of the Metropolitan Area Of the City of Caracas.

NORTH AMERICA

How to Obtain Warranty Service: *The following is added to this Section:*

To obtain warranty service from IBM service in Canada or the United States, call 1-800-IBM-SERV (426-7378).

CANADA

Limitation of Liability: *The following replaces item 1 of this section:*

1. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by Lenovo's negligence; and

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws in the Province of Ontario.

UNITED STATES

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State of New York.

ASIA PACIFIC

AUSTRALIA

What this Warranty Covers: *The following paragraph is added to this section:*

The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability: *The following is added to this section:*

Where Lenovo is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, Lenovo's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State or Territory

CAMBODIA AND LAOS

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State of New York, United States of America.

CAMBODIA, INDONESIA AND LAOS

Arbitration: *The following is added under this heading:*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

HONG KONG S.A.R. OF CHINA AND MACAU S.A.R. OF CHINA

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*
laws of Hong Kong Special Administrative Region of China.

INDIA

Limitation of Liability: *The following replaces items 1 and 2 of this section:*

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by Lenovo's negligence; and
2. as to any other actual damage arising in any situation involving nonperformance by Lenovo pursuant to, or in any way related to the subject of this Statement of Limited Warranty, the charge paid by you for the individual Machine that is the subject of the claim.

Arbitration: *The following is added under this heading*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

JAPAN

Governing Law: *The following sentence is added to this section:*

Any doubts concerning this Statement of Limited Warranty will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA

Limitation of Liability: *The word "SPECIAL" in item 3 of the fifth paragraph is deleted.*

NEW ZEALAND

What this Warranty Covers: *The following paragraph is added to this section:*

The warranties specified in this section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which Lenovo provides, if you require the goods for the purposes of a business as defined in that Act.

Limitation of Liability: *The following is added to this section:*

Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA (PRC)

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*
laws of the State of New York, United States of America (except when local law requires otherwise).

PHILIPPINES

Limitation of Liability: *Item 3 in the fifth paragraph is replaced by the following:*

SPECIAL (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), MORAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR

Arbitration: The following is added: under this heading

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc.. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

SINGAPORE

Limitation of Liability: *The words "SPECIAL" and "ECONOMIC" in item 3 in the fifth paragraph are deleted.*

EUROPE, MIDDLE EAST, AFRICA (EMEA)

THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:

The terms of this Statement of Limited Warranty apply to Machines purchased from Lenovo or a Lenovo reseller.

How to Obtain Warranty Service:

Add the following paragraph in **Western Europe** (Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland,

Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country subsequently added to the European Union, as from the date of accession):

The warranty for Machines acquired in Western Europe shall be valid and applicable in all Western Europe countries provided the Machines have been announced and made available in such countries.

If you purchase a Machine in one of the Western European countries, as defined above, you may obtain warranty service for that Machine in any of those countries from a Service Provider, provided the Machine has been announced and made available by Lenovo in the country in which you wish to obtain service.

If you purchased a Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from a Service Provider, provided the Machine has been announced and made available by Lenovo in the country in which you wish to obtain service..

If you purchase a Machine in a Middle Eastern or African country, you may obtain warranty service for that Machine from a Service Provider within the country of purchase, provided the Machine has been announced and made available by Lenovo in that country.. Warranty service in Africa is available within 50 kilometers of a Service Provider. You are responsible for transportation costs for Machines located outside 50 kilometers of a Service Provider.

Governing Law:

The phrase "the laws of the country in which you acquired the Machine" is replaced by:

1) "the laws of Austria" in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia**; 2) "the laws of France" in **Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna**; 3) "the laws of Finland" in **Estonia, Latvia, and Lithuania**; 4) "the laws of England" in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**; and 5) "the laws of South Africa" in **South Africa, Namibia, Lesotho and Swaziland**.

Jurisdiction: *The following exceptions are added to this section:*

1) **In Austria** the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City); 2) **in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe** all disputes arising out of this Statement of Limited Warranty or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) in **Belgium and Luxembourg**, all disputes arising out of this Statement of Limited Warranty or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of your registered office and/or commercial site location only are competent; 4) in **France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna** all disputes arising out of this Statement of Limited Warranty or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) in **Russia**, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Statement of Limited Warranty shall be settled by Arbitration Court of Moscow; 6) **in South Africa, Namibia, Lesotho and Swaziland**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the High Court in Johannesburg; 7) **in Turkey** all disputes arising out of or in connection with this Statement of Limited Warranty shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty will be brought before, and settled exclusively by, the competent court of a) Athens for **Greece**, b) Tel Aviv-Jaffa for **Israel**, c) Milan for **Italy**, d) Lisbon for **Portugal**, and e) Madrid for **Spain**; and 9) **in the United Kingdom**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

Arbitration: *The following is added under this heading:*

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Statement of Limited Warranty or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. Lenovo may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Statement of Limited Warranty will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

EUROPEAN UNION (EU)

THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:

The warranty for Machines acquired in EU countries is valid and applicable in all EU countries provided the Machines have been announced and made available in such countries.

How to Obtain Warranty Service: *The following is added to this section:*

To obtain warranty service from IBM service in EU countries, see the telephone listing in Part 3 - Warranty Information.

You may contact IBM service at the following address:

IBM Warranty & Service Quality Dept.

PO Box 30

Spango Valley

Greenock

Scotland PA16 0AH

CONSUMERS

Consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the warranties provided in this Statement of Limited Warranty.

AUSTRIA, DENMARK, FINLAND, GREECE, ITALY, NETHERLANDS, NORWAY, PORTUGAL, SPAIN, SWEDEN AND SWITZERLAND

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. Lenovo's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty or due to any other cause related to this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Lenovo is at fault) or of such cause, for a maximum amount equal to the charges you paid for the Machine.
The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Lenovo is legally liable.
2. **UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUPPLIERS, RESELLERS OR SERVICE PROVIDERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

FRANCE AND BELGIUM

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. Lenovo's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Lenovo is at fault), for a maximum amount equal to the charges you paid for the Machine that has caused the damages.
The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Lenovo is legally liable.
2. **UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUPPLIERS, RESELLERS OR SERVICE PROVIDERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

AUSTRIA

The provisions of this Statement of Limited Warranty replace any applicable statutory warranties.

What this Warranty Covers: *The following replaces the first sentence of the first paragraph of this section:*

The warranty for a Lenovo Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

The limitation period for consumers in action for breach of warranty is the statutory period as a minimum. In case your Service Provider is unable to repair a Lenovo Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What Lenovo Will Do to Correct Problems: *The following is added to this section:*

During the warranty period, Lenovo will reimburse you for the transportation charges for the delivery of the failing Machine to IBM Service.

Limitation of Liability: *The following paragraph is added to this section:*

The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by Lenovo with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

Lenovo's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

EGYPT

Limitation of Liability: *The following replaces item 2 in this section:*

as to any other actual direct damages, Lenovo's liability will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers, resellers and Service Providers (unchanged).

FRANCE

Limitation of Liability: *The following replaces the second sentence of the first paragraph of this section:*

In such instances, regardless of the basis on which you are entitled to claim damages from Lenovo, Lenovo is liable for no more than: (items 1 and 2 unchanged).

GERMANY

What this Warranty Covers: *The following replaces the first sentence of the first paragraph of this section:*

The warranty for a Lenovo Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

The minimum warranty period for Machines is twelve months. In case your Service Provider is unable to repair a Lenovo Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What Lenovo Will Do to Correct Problems: *The following is added to this section:*

During the warranty period, transportation for delivery of the failing Machine to Lenovo or IBM service will be at Lenovo's expense.

Limitation of Liability: *The following paragraph is added to this section:*

The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by Lenovo with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

Lenovo's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

HUNGARY

Limitation of Liability: *The following is added at the end of this section:*

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Statement of Limited Warranty balance this limitation of liability.

IRELAND

What this Warranty Covers: *The following is added to this section:*

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

Limitation of Liability: *The following replaces the terms of section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of Lenovo in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which Lenovo is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from Lenovo.

This section sets out the extent of Lenovo's liability and your sole remedy.

1. Lenovo will accept unlimited liability for death or personal injury caused by the negligence of Lenovo.
2. Subject always to the **Items for Which Lenovo is Not Liable** below, Lenovo will accept unlimited liability for physical damage to your tangible property resulting from the negligence of Lenovo.
3. Except as provided in items 1 and 2 above, Lenovo's entire liability for actual damages for any one Default will not in any event exceed 125% of the amount you paid for the Machine directly relating to the Default.

Items for Which Lenovo is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is Lenovo, its suppliers, resellers or Service Providers liable for any of the following, even if Lenovo or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

SLOVAKIA

Limitation of Liability: *The following is added to the end of the last paragraph:*

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

Limitation of Liability: *The following is added to this section:*

Lenovo's entire liability to you for actual damages arising in all situations involving nonperformance by Lenovo in respect of the subject matter of this Statement of Warranty will be limited to the charge paid by you for the individual Machine that is the subject of your claim from Lenovo.

UNITED KINGDOM

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of Lenovo in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which Lenovo is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from Lenovo.

This section sets out the extent of Lenovo's liability and your sole remedy.

1. Lenovo will accept unlimited liability for:

- a) death or personal injury caused by the negligence of Lenovo; and
 - b) any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section.
2. Lenovo will accept unlimited liability, subject always to the **Items for Which Lenovo is Not Liable** below, for physical damage to your tangible property resulting from the negligence of Lenovo.
 3. Lenovo's entire liability for actual damages for any one Default will not in any event, except as provided in items 1 and 2 above, exceed 125% of the total purchase price payable or the charges for the Machine directly relating to the Default.
- These limits also apply to Lenovo's suppliers, resellers and Service Providers. They state the maximum for which Lenovo and such suppliers, resellers and Service Providers are collectively responsible.

Items for Which Lenovo is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is Lenovo or any of its suppliers, resellers or Service Providers liable for any of the following, even if Lenovo or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

Part 3 - Warranty Information

This Part 3 provides information regarding the warranty applicable to your Machine, including the warranty period and type of warranty service Lenovo provides.

Warranty Period

The warranty period may vary by country or region and is specified in the table below. NOTE: "Region" means either Hong Kong or Macau Special Administrative Region of China.

A warranty period of 3 years on parts and 1 year on labor means that Lenovo provides warranty service without charge for:

- a. parts and labor during the first year of the warranty period; and
- b. parts only, on an exchange basis, in the second and third years of the warranty period. Your Service Provider will charge you for any labor provided in performance of the repair or replacement(s) in the second and third year of warranty period.

Machine type XXXX

Country or Region of Purchase	Warranty Period	Type of Warranty Service

Types of Warranty Service

If required, your Service Provider will provide repair or exchange service depending on the type of warranty service specified for your Machine in the above table and as described below. Scheduling of service will depend upon the time of your call and is subject to parts availability. Service levels are response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations, additional charges may apply outside your Service Provider's normal service area, contact your local Service Provider representative or your reseller for country and location specific information.

1. Customer Replaceable Unit ("CRU") Service

Lenovo will ship CRUs to you for you to install, Tier 1 CRUs are easy to install whereas Tier 2 CRUs require some technical skill and tools. CRU information and replacement instructions are shipped with your Machine and are available from Lenovo at any time on your request. You may request that a Service Provider install CRUs, at no additional charge, under the type of warranty service designated for your Machine. Lenovo specifies in the materials shipped with a replacement CRU whether a defective CRU must be returned. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if Lenovo does not receive the defective CRU within 30 days of your receipt of the replacement.

2. On-site Service

Your Service Provider will either repair or exchange the failing Machine at your location and verify its operation. You must provide suitable working area to allow disassembly and reassembly of the Lenovo Machine. The area must be clean, well lit and suitable for the purpose. For some Machines, certain repairs may require sending the Machine to a designated service center.

3. Courier or Depot Service*

You will disconnect the failing Machine for collection arranged by your Service Provider. A shipping container will be provided to you for you to return your Machine to a designated service center. A courier will pick up your Machine and deliver it to the designated service center. Following its repair or exchange, the service center will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification.

4. Customer Carry-In or Mail-In Service

You will deliver or mail as your Service Provider specifies (prepaid unless specified otherwise) the failing Machine suitably packaged to a designated location. After the Machine has been repaired or exchanged, it will be made available for your collection or, for Mail-in Service, the Machine will be returned to you at Lenovo's expense, unless your Service Provider specifies otherwise. You are responsible for the subsequent installation and verification of the Machine.

5. CRU and On-site Service

This type of Warranty Service is a combination of Type 1 and Type 2 (see above)

6. CRU and Courier or Depot Service

This type of Warranty Service is a combination of Type 1 and Type 3 (see above)

7. CRU and Customer Carry-In or Mail-In Service

This type of Warranty Service is a combination of Type 1 and Type 4 (see above)

When a 5, 6 or 7 type of warranty service is listed, your Service Provider will determine which type of warranty service is appropriate for the repair.

* This type of service is called ThinkPad EasyServ or EasyServ in some countries.

To obtain warranty service contact a Service Provider. In Canada or the United States, call 1-800-IBM-SERV (426-7378). In other countries, see the telephone numbers below.

Worldwide Telephone List

Phone numbers are subject to change without notice. For the warranty service contact telephone number in a country subsequently added to the EU, or any other country, and not yet reflected in the list below, contact Lenovo, IBM service or your reseller in that country..

Country or Region	Telephone Number	Country or Region	Telephone Number
Africa	Africa:	Latvia	+386-61-1796-699
	+44 (0)1475 555 055		
	South Africa:		
	+27 11 3028888 and		
	0800110756		
	Central Africa: Contact		
	the nearest IBM		
	Business Partner		
Argentina	0800-666-0011	Lithuania	+386-61-1796-699
Australia	131-426	Luxembourg	+352-298-977-5063
Austria	+43-1-24592-5901	Malaysia	1800-88-8558
Belgium	Dutch: 02-210 9820	Malta	+356-23-4175
	French: 02-210 9800		
Bolivia	0800-0189	Mexico	001-866-434-2080
Brazil	55-11-3889-8986	Middle East	+44 (0)1475-555-055
Canada	English: 1-800-565-3344	Netherlands	+31-20-514-5770
	French: 1-800-565-3344		
	In Toronto only call:		
	416-383-3344		
Chile	800-224-488	New Zealand	0800-446-149
China (PRC)	800-810-1818	Nicaragua	255-6658
China	Home PC:	Norway	NetVista and
(Hong Kong	852 2825 7799		ThinkCentre:
S.A.R.)			+47 6699 8960
	Commercial PC:		All products:
	852 8205 0333		+47 815 21550
Columbia	1-800-912-3021	Panama	206-6047
Costa Rica	284-3911	Peru	0-800-50-866
Cyprus	+357-22-841100	Philippines	1800-1888-1426
Czech Republic	+420-2-7213-1316	Poland	+48-22-878-6999
Denmark	4520-8200	Portugal	+351-21-892-7147
Dominican	566-4755	Russia Federation	+7-095-940-2000
Republic			

	566-5161 ext. 8201		
	Toll Free within the		
	Dominican Republic:		
	1-200-1929		
Ecuador	1-800-426911	Singapore	1800-3172-888
El Salvador	250-5696	Slovakia	+421-2-4954-1217
Estonia	+386-61-1796-699	Slovenia	+386-1-5830-050
Finland	+358-9-459-6960	Spain	+34-91-714-7983
France	+33-238-557-450	Sri Lanka	+94-11-2448-442
			+94-11-2421-066
			+94-11-2493-500
Germany	+49-7032-15-49201	Sweden	+46-8-477-4420
Greece	+30-210-680-1700	Switzerland	+41-58-333-0971
Guatemala	335-8490	Taiwan	886-2-8723-9799
Honduras	Tegucigalpa & San	Thailand	1-800-299-229
	Pedro Sula: 232-4222		
	San Pedro Sula:		
	552-2234		
Hungary	+36-1-382-5720	Turkey	00800-211-4032
			+90-212-317-1760
India	1600-44-6666	United Kingdom	+44-1475-555-055
Indonesia	800-140-3555	United States	1-800-IBM-SERV
			(1-800-426-7378)
Ireland	+353-(0)1-815-9200	Uruguay	000-411-005-6649
Italy	+39-02-7031-6101	Venezuela	0-800-100-2011
Japan	Toll free: 0120-887-870;	Vietnam	Ho Chi Minh:
	For International:		(848) 824-1474
	+81-46-266-4724		
			Hanoi:
Korea	1588-5801		(844) 842-6316