

lenovo Limited Warranty

L505-0010-01 04/2008

This Lenovo Limited Warranty applies only to Lenovo branded hardware products you purchased for your own use and not for resale.

This Lenovo Limited Warranty is available in other languages at www.lenovo.com/warranty.

What this Warranty Covers

Lenovo warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Lenovo informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are designated below under the section titled “**Warranty Information**.”

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. 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 APPLY ONLY TO THE EXTENT REQUIRED BY LAW AND 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 ON DURATION MAY NOT APPLY TO YOU.

How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, you may obtain warranty service by contacting Lenovo or an approved service provider. Each of them is referred to as a “Service Provider.” A list of Service Providers and their telephone numbers is available at www.lenovo.com/support/phone.

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider’s normal service area. Contact a local Service Provider for location-specific information.

What Your Service Provider Will Do to Correct Problems

When you contact a Service Provider, you must follow the problem determination and resolution procedures specified.

Your Service Provider will attempt to diagnose and resolve your problem over the telephone, e-mail or through remote assistance. Your Service Provider may direct you to download and install designated software updates.

Some problems can be resolved with a replacement part that you can install yourself called a “Customer Replaceable Unit” or “CRU.” If so, your Service Provider will ship the CRU to you for you to install.

If your problem cannot be resolved over the telephone or remotely, through your application of software updates or the installation of a CRU by you, your Service Provider will arrange for service under the type of warranty service designated for the product under the section titled “**Warranty Information**.”

If your Service Provider determines that it is unable to repair your product, your Service Provider will replace it with one that is at least functionally equivalent.

If your Service Provider determines that it is unable to either repair or replace your product, your sole remedy is to return the product to your place of purchase or to Lenovo for a refund of your purchase price.

Replacement of a Product or Part

When the warranty 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. Only unaltered Lenovo products and parts are eligible for replacement. 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. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

Before your Service Provider replaces a product or part, you agree to:

1. remove all features, parts, options, alterations, and attachments not under warranty service;
2. ensure that the product or part is free of any legal obligations or restrictions that prevent its replacement; and
3. obtain authorization from the owner to have your Service Provider service a product or part if you do not own it.

Your Additional Responsibilities

Where applicable, before service is provided, you agree to:

1. follow the service request procedures that your Service Provider specifies;
2. backup or secure all programs and data contained in the product;
3. provide your Service Provider with all system keys or passwords and sufficient, free, and safe access to your facilities to perform service; and
4. ensure that all information about identified or identifiable individuals (“Personal Data”) is deleted from the product or that, with respect to any Personal Data that you did not delete, you are in compliance with all applicable laws.

Use of Personal Information

If you obtain service under this warranty, Lenovo will store, use and process information about your warranty service and your contact information, including name, phone numbers, address, and e-mail address. Lenovo will use this information to perform service under this warranty and to improve our business relationship with you. We may contact you to inquire about your satisfaction regarding our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, we may transfer your information to any country where we do business and may provide it to entities acting on our behalf. We may also disclose it where required by law.

What this Warranty Does not Cover

This warranty does not cover the following:

- uninterrupted or error-free operation of a product;
- loss of, or damage to, your data;

- any software programs, whether provided with the product or installed subsequently;
- failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by you;
- damage caused by a non-authorized service provider;
- 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; and
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation.

This warranty is voided by removal or alteration of identification labels on the product or its parts.

Limitation of Liability

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

Neither Lenovo nor your Service Provider is responsible for any of your data including confidential, proprietary, or personal data contained in a product. You should remove and/or backup all such information from the product prior to its service or return.

Circumstances may arise where, because of a default on Lenovo's part or other liability, you may be entitled to recover damages from Lenovo. In each such instance, regardless of the basis of your claim against Lenovo (including breach, negligence, misrepresentation, or other contract or tort claim), except and to the extent that liability cannot be waived or limited by applicable laws, Lenovo shall not be liable for more than the amount of actual direct damages suffered by you, up to the amount you paid for the product. This limit does not apply to damages for bodily injury (including death) and damage to real property or tangible personal property for which Lenovo is liable under law.

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

UNDER NO CIRCUMSTANCES SHALL LENOVO, ITS SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OR DAMAGE TO YOUR DATA; OR 3) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING 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.

Dispute Resolution

If you acquired the product in **Cambodia, Indonesia, Philippines, Vietnam or Sri Lanka**, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Singapore and this warranty shall be governed, construed and enforced in accordance with the laws of Singapore, without regard to conflict of laws. If you acquired the product in **India**, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Bangalore, India. Arbitration in Singapore shall be held in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. Arbitration in India shall be held in accordance with the laws of India then in effect. The arbitration award shall be final and binding on the parties without appeal. Any award shall be in writing and set forth the findings of fact and the conclusions of law. All arbitration proceedings, including all documents presented in such proceedings, shall be conducted in the English language, and the English language version of this warranty prevails over any other language version in such proceedings.

Other Rights

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. YOU MAY ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW OR WRITTEN AGREEMENT WITH LENOVO. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

European Economic Area (EEA)

Customers in the EEA may contact Lenovo at the following address: EMEA Service Organisation, Lenovo (International) B.V., Floor 2, Einsteinova 21, 851 01, Bratislava, Slovakia. Service under this warranty for Lenovo hardware products purchased in EEA countries may be obtained in any EEA country in which the product has been announced and made available by Lenovo.

Warranty Information

Product Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service

If required, your Service Provider will provide repair or exchange service depending on the type of warranty service specified for your product and the available service. Scheduling of service will depend upon the time of your call, parts availability, and other factors.

A warranty period of three (3) years on parts and one (1) year on labor means that Lenovo will provide warranty service without charge for:

- a. parts and labor during the first year of the warranty period (or a longer period as required by law); 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 in the second and third years of the warranty period.

Types of Warranty Service

1. Customer Replaceable Unit (“CRU”) Service

Under CRU Service, your Service Provider will ship CRUs to you for installation by you. CRU information and replacement instructions are shipped with your product and are available from Lenovo at any time upon request. CRUs that are easily installed by you are called Self-service CRUs, while Optional-service CRUs 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 under one of the other types of warranty service designated for your product. An optional service offering may be available for purchase from Lenovo to have Lenovo install Self-service CRUs for you. You may find a list of CRUs and their designation in the publication that ships with your product or at www.lenovo.com/CRUs. The requirement to return a defective CRU, if any, will be specified in the materials shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) you may be charged for the replacement CRU if your Service Provider does not receive the defective CRU within thirty (30) days of your receipt of the replacement.

2. On-site Service

Under On-Site Service, your Service Provider will either repair or exchange the product at your location. You must provide a suitable working area to allow disassembly and reassembly of the Lenovo product. For some products, certain repairs may require your Service Provider to send the product to a designated service center.

3. Courier or Depot Service

Under Courier or Depot Service, your product will be repaired or exchanged at a designated service center, with shipping arranged by your Service Provider. You are responsible for disconnecting the product. A shipping container will be provided to you for you to return your product to a designated service center. A courier will pick up your product and deliver it to the designated service center. Following its repair or exchange, the service center will arrange the return delivery of the product to you.

4. Customer Carry-In or Mail-In Service

Under Customer Carry-In or Mail-In Service, your product will be repaired or exchanged at a designated service center, with delivery or shipping arranged by you. You are responsible to deliver or mail, as your Service Provider specifies, (prepaid by you unless specified otherwise) the product, suitably packaged to a designated location. After the product has been repaired or exchanged, it will be made available for your collection. Failure to collect the product may result in your Service Provider disposing of the product as it sees fit. For Mail-in Service, the product will be returned to you at Lenovo's expense, unless your Service Provider specifies otherwise.

5. Product Exchange Service

Under Product Exchange Service, Lenovo will ship a replacement product to your location. You are responsible for its installation and verification of its operation. The replacement product becomes your property in exchange for the failed product, which becomes the property of Lenovo. You must pack the failed product in the shipping carton used to ship the replacement product and return it to Lenovo. Transportation charges, both ways, are paid by Lenovo. Failure to use the carton in which the replacement product was received may result in your responsibility for damage to the failed product during shipment. You may be charged for the replacement product if Lenovo does not receive the failed product within thirty (30) days of your receipt of the replacement product.