

# **lenovo** Onsite Advanced Exchange Services Agreement

## **Important Notice**

**Please read the following terms carefully. If you do not accept 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. This Agreement**

This Onsite Advanced Exchange Services Agreement (“Agreement”), together with the Lenovo Limited Warranty (“Service”), is the complete agreement between you and Lenovo for ThinkPad Tablet(s) only (“Product”) 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. This Agreement modifies the Lenovo Limited Warranty only as specified below. Any Service purchased under this Agreement will be provided according to the description below. This Agreement is only valid in the country in which you purchased your product.

## **2. What This Agreement Covers**

### **2.1 Scope of Service**

The service offers onsite advanced exchange which, in case of hardware failure of the original Product (“Defective Product”), means a replacement Product of the same configuration will be delivered to you onsite (“Replacement Product”). You are not required to return the Defective Product prior to receiving the Replacement Product. This service is available as a 1, 2, and 3-year warranty upgrade.

### **2.2. Onsite Advanced Exchange Does not Cover:**

- (i) Normal wear and tear of the Product;
- (ii) Defective on arrival Products;
- (iii) Customer Induced Damage such as accidental physical damage, liquid damage (unless customer purchased also Accidental Damage Protection Service), abuse and tamper, (not covered by warranty);
- (iv) Parts intended to be replaced or consumed (e.g., batteries), or those components listed in Section 2.2(a) of this document, or cosmetic damage (e.g, scratches, dents, or cracks that do not affect the Product’s functionality or structural integrity);
- (v) 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;
- (vi) Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids;

**2.2(a) Also excluded from the agreement are** batteries (unless Sealed Battery Replacement Service is also purchased), light bulbs, external 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.

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## **3. How to Obtain Service**

To initiate Service go to Lenovo OAE Support page to find local contact information (<http://support.lenovo.com/gb/en/supportphonelist>) . Lenovo will send a replacement ThinkPad Tablet to the address you provide, before you return your damaged Product to Lenovo or Lenovo's authorized services provider. Replacement Product will be shipped to you in a box that includes a prepaid return address label.

## **4. Response Times**

This Service offers a second business day response target. Lenovo aims to deliver Replacement Product to your location on or before the second business day. This response target does not guarantee delivery will be made on second business day.

## **5. Details of Service**

The Defective Product must be returned to Lenovo using the in-the-box instructions shipped with the Replacement Product. Defective Product must be returned in the same box as the Replacement Product was delivered within 7 (seven) calendar days of receiving the Replacement Product. In the event you fail to ship your Defective Product within seven (7) calendar days of the delivery date of the Replacement Product, you agree to pay an amount equivalent to current retail value of the Replacement Product as notified to you by Lenovo.

Your Defective Product must be returned to Lenovo without any in-box or out-of-box accessories (i.e. charger, keyboard). You are responsible for removing any SIM or storage cards from the Defective Product. Lenovo accepts no liability for failure by the customer to observe this provision.

A Product does not qualify for this Service if, after we receive it, there is evidence of any of the exclusions detailed in section 3 to this Agreement or the Product does not show any hardware failure. In the event your Product is determined as excluded from this Service and you are not entitled to the Service you agree to pay the full value of the Replacement Product if any that we specify to you, within fifteen (15) calendar days of notification to you.

This Service may not be available for up to thirty (30) days after your purchase of the Service.

## **6. Payment**

Payment for the Service must be received by Lenovo or your seller 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.

## **7. 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, WITH RESPECT TO THE SERVICES 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**

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**LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

## **8. Limitation of Liability**

Liability is excluded for slight negligence, the claiming party bears the burden of proof that any damages were caused by gross negligence or intent of the other party. Neither of us, including Lenovo's subcontractors, suppliers, or software Product developers is liable for any of the following even if informed of their possibility: 1) third-party claims for damages; 2) loss of, or damage to, data; or 3) special, incidental, or indirect damages or for any economic consequential damages, including lost profits, business, revenue, goodwill or anticipated savings. You shall take all reasonable measures to mitigate damages, including in particular, to make back-up copies of data on a regular basis.

## **9. 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 – as far as provided by you to Lenovo for this purpose – 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, and to the extent permissible, 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 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

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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.