

Terms and Conditions

Agreement for Warranty and Maintenance Options: Australia and New Zealand

Notice: Please carefully read the following terms under which Lenovo will provide Warranty and Maintenance Options to you. Lenovo will provide Warranty and Maintenance Options to you only if you first agree to the terms of this agreement by completing the activation process. If you do not accept the terms of this agreement, promptly notify your place of purchase and request a refund. Once you activate this service, your money will not be refunded.

WHAT THIS AGREEMENT COVERS

In this Agreement, the term 'Options' means, a request for an upgrade option to Lenovo Standard Warranty, or a Post-warranty maintenance option. Under this Agreement, Lenovo will provide a specified option for Warranty and Maintenance Options for selected Lenovo Machines (collectively called 'Machines') identified in the applicable service options list. Lenovo may, at any time, delete service options and terms and conditions from or add service options or terms and conditions to the list. This agreement will replace any prior written or oral communications between you, your Lenovo reseller or Lenovo regarding such acquisition.

SOLUTION COVERAGE

Lenovo will provide Service as specified by the option (part number) you have ordered. Lenovo will provide this service only in the country of acquisition for machines identified in the supported products list. Statement of Limited Warranty - General Terms, applies to Lenovo Warranty and Maintenance Options (document within the computer box).

This Service is designed to keep your Machines in, or restore them to, conformance with their Specifications

Service is available only if, 1) For a warranty service upgrade, if it was purchased during the machine's Lenovo initial warranty or

warranty upgrade period, 2) For a Post-warranty Maintenance - MA ThinkPlus and/Or Lenovo Care Maintenance Services Agreement, if the machine is in good working order, and is within four (4) years from the start of the initial product warranty. (Lenovo Post-warranty Maintenance-MA ThinkPlus and/Or Lenovo Care Maintenance Services Agreement cannot be purchased for equipment over four (4) years old), 3) You activate this service by following the activation process that we provide, and 4) In the case of on-site service, the machine is located within the identified service locations.

Lenovo reserves the right to inspect any machine not under current service to verify that the machine meets Lenovo's acceptance criteria. Service will not cover any pre-existing faults

Service cannot be prorated, refunded or transferred once activated.

For a warranty service upgrade the service period begins on the original date the Machine is purchased, and includes the original limited product warranty period. Your access to this Service will end either one (1), two (2), three (3), four (4), or five (5) years, as indicated by the option (part number) that you ordered, and will commence from the date on original purchase unless Lenovo or your reseller informs you otherwise in writing . For extension options the service period begins at the end of the standard warranty or warranty upgrade period and is valid for two (2) years from this date.

Lenovo Post-warranty Maintenance (MA ThinkPlus and/Or Lenovo Care Maintenance Services Agreement) is valid for a period of twelve (12) months from the date you register for service with Lenovo for equipment with no present service coverage, or at the end of the standard warranty or warranty upgrade period. Service will not take effect until the end of the standard warranty, warranty upgrade period or prior to the expiration of a current MA ThinkPlus and/Or Lenovo Care Maintenance Services Agreement.

The ThinkPlus and/Or Lenovo Care Maintenance Services Agreement will cover an attached Lenovo monitor, up to 17inch, for the length of the agreement.

Service does not cover docking stations, accessories, supply items, and certain parts, such as batteries, frames and covers, or external peripherals such as racks, tape drives and channel controllers. These items require their own separate service coverage, they are not covered

under the attached machine.

In addition, this Agreement does not cover Service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, removal or alteration of Machine or parts identification labels, or failure caused by a product for which Lenovo is not responsible.

SERVICE DELIVERY

All requests for service against Lenovo ThinkPlus and/Or Lenovo Care Maintenance Services Agreement's must be logged with IBM's Remote Technical Support (RTS).

IBM will perform problem determination remotely, over the phone. You are requested to work with IBM during problem determination and to perform those activities that IBM may request. The problem determination aim is to identify whether the problem resides with your Lenovo Machine or with other machines or software.

If the problem can be resolved with a Customer Replaceable Unit ('CRU') (eg, monitors, keyboards, mice, speakers, memory, hard disk drives and other easily replaceable parts that you are capable of replacing), IBM will ship these parts to you for your replacement.

If your problem cannot be resolved over the telephone, through your application of Machine Code or software updates, or with a CRU, Lenovo will engage the solution as specified by the option you have ordered.

Please note: Service Delivery may be delayed if you have not completed the activation process.

SERVICE LEVEL DESCRIPTION

Express Repair (EXR)

This service is only applicable to Lenovo ThinkPad and Lenovo Notebook products

You will be required to disconnect the failing Machine for collection arranged by Lenovo . A courier will pick up the Machine and deliver it to an IBM Repair Depot. Following its repair, Lenovo will arrange delivery of the Machine to the same location where it was originally collected. You are responsible for its installation and verification. Lenovo will cover the cost of the courier. Lenovo will target a repair time of two (2) business

days, plus transport time.

Lenovo On-site Repair (LOR)

Lenovo will repair the failing Machine at the customer's location and verify its functionality. The customer must provide a suitable working area, clean and well lit, to allow disassembly and reassemble of the Machine.

Limitations with respect to On-site Repair for Lenovo ThinkPad and Lenovo Notebook

On-site service for ThinkPad and/or Lenovo Notebook will only be provided at the customer's business or home office location (for example, Lenovo does not provide service in hotel rooms, airports, or private residences). Lenovo reserves the right to determine if the location is suitable for performing on-site repair service. Requests for on-site service for machines not located in a selected on-site location at the time of service will receive express repair service. At Lenovo's discretion, if a machine cannot be fixed on-site, Lenovo may choose to perform service at an IBM service centre.

On Site Service is available with the following hours of service and response times. These will vary by type of product as indicated by the Option (part number) you have ordered

Hours of Service

9 (nine) hours a day, 5 (five) days a week (9x5)

Lenovo Services normal Business Hours are Monday to Friday, excluding public and national holidays, from 8.30am to 5.30pm Local Time in Australia and Local Time in New Zealand.

24 (twenty four) hours a day, 7 (seven) days a week (24x7)

Lenovo provides 24x7 service around the clock, every day of the year, including public and national holidays. 24x7 service is available within 100km from Lenovo Capital City Service Centres and selected Lenovo Regional Service Centres in Australia, and within 150km in New Zealand (measured by road), as specified in Lenovo's On-site Service Locations for Warranty and Maintenance Options. Service is not available in all locations.

12 (twelve) hours a day, 7 (seven) days a week (12x7)

Lenovo will provide service 7 days a week, 12 hours a day from 8.00am to 8.00pm within 100km from Lenovo Capital City Service Centres and selected Lenovo Regional Service Centres in Australia, and within 50km in New Zealand (measured by road), as specified in Lenovo's On-site Service Locations for Warranty and Maintenance Options. Service is not available in all locations.

9 (twelve) hours a day, 7 (seven) days a week (9x7)

Lenovo will provide service 7 days a week, 9 hours a day from 8.30am to 5.30pm within 100km from Lenovo Capital City Service Centres and selected Lenovo Regional Service Centres in Australia, and within 50km in New Zealand (measured by road), as specified in Lenovo's On-site Service Locations for Warranty and Maintenance Options. Service is not available in all locations.

Response Times

Response times refer to the time a service technician arrives on-site, once Lenovo's Remote Technical Support Group has completed problem determination over the phone. Lenovo will use reasonable endeavours to be on-site within the target response time as specified by the option (part number) you have purchased. Please note that service will be delayed if correct machine type and serial number are not provided when service calls are placed.

End of Next Business Day (ENBD)

Lenovo provides ENBD service during normal business hours (eg.: Monday to Friday from 8:30am to 5:30pm) excluding public and national holidays. A service technician will be dispatched to arrive at your location within the Next Business Day from the time the problem determination is finished. In all other cases the date and time for on-site intervention will be mutually agreed upon. To receive ENBD response a call must be logged with Lenovo by no later than 4.00pm local time.

End of Second Business Day (E2BD)

Lenovo provides E2BD service during normal business hours (eg.: Monday to Friday from 8:30am to 5:30pm) excluding public and national holidays. A service technician will be dispatched to arrive at your location by the end of the Second Business Day from the time the problem determination is finished. In all other cases the date and time for on-site intervention will be mutually agreed upon.

4 (four) hour response

Lenovo will provide 4 hour response within 100km from Lenovo Capital City Service Centres and selected Lenovo Regional Service Centres in Australia, and within 150km in New Zealand (measured by road), as specified in Lenovo's On-site Service Locations for Warranty and Maintenance Options. Service is not available in all locations. Lenovo will use reasonable endeavours to be on-site within the response time from those Lenovo locations. The 4 hours response time is an average target and not a committed service level, neither for response time nor for problem resolution time.

2 (two) hour response

Lenovo will provide 2 hour response within 100km from Lenovo Capital City Service Centres in Australia, and within 50km in New Zealand (measured by road), as specified in Lenovo's On-site Service Locations for Warranty and Maintenance Options. Service is not available in all locations. Lenovo will use reasonable endeavours to be on-site within the response time from those locations listed above. The 2 hours response time is an average target and not a committed service level, neither for response time nor for problem resolution time.

CHARGES, PAYMENTS AND TAXES

Payment must be made to the Lenovo Business Partner from whom you acquired Warranty and Maintenance Options. In Australia, you must pay an amount on account of goods and services tax ('GST'), such an amount to be in addition to any other amount of consideration payable under this Agreement and to be calculated by multiplying the amount or consideration payable by Customer for the relevant supply by the prevailing GST rate.

WARRANTIES

Lenovo warrants that IBM will perform services using reasonable care and skill.

LIABILITY

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 negligence), Lenovo is liable for

no more than 1) damages for bodily injury (including death), and damage to real property and tangible personal property; and 2) the amount of any other actual loss or damages, up to the greater of \$A100,000 or the charges you paid for the Service that is the subject of the claim. Lenovo is not liable for losses or damages of their parties claimed against you (other than those under item 1 above); for loss of, or damage to your records or data, or for loss of profits or savings actual or anticipated even if advised of the possibility of the same. In Australia where Lenovo is in breach of condition or warranty implied by the Trade Practices Act 1974 in relation to Services then our liability is limited to the cost of having the Services supplied again.

In New Zealand the warranties in this agreement 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 Services if you require the Services for the purposes of a business as defined in that Act.

GENERAL

You must retain a copy of your invoice to establish proof of entitlement to Service. Neither you nor Lenovo will bring a legal action, under this Agreement, more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation. Neither you nor Lenovo is responsible for failure to fulfil any obligations due to causes beyond its control. You may not assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations, without prior written consent. Any right or privilege granted or obligation undertaken is valid only in the Commonwealth of Australia for Services performed in Australia and is valid only in New Zealand for Services performed in New Zealand. If you acquire Services in Australia this Agreement is subject to the laws of the State or Territory in which the Agreement is accepted by Lenovo and if you are acquiring Services in New Zealand this Agreement is subject to the laws of New Zealand.