

# ThinkPad<sup>®</sup> Safety And Warranty Guide

**Note**

Please read important safety information first.

*Includes:*

- **Important safety information**
- **Warranty information**



# ThinkPad<sup>®</sup> Safety And Warranty Guide

**Note**

Before using the product, be sure to read Chapter 1, "Important safety information," on page 1 first.

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## Chapter 1. Important safety information

**Note**

Please read important safety information first.

This information can help you safely use your ThinkPad® personal computer. Follow and retain all information included with your computer. The information in this document does not alter the terms of your purchase agreement or the Lenovo™ Statement of Limited Warranty.

Customer safety is important. Our products are developed to be safe and effective. However, personal computers are electronic devices. Power cords, power adapters, and other features can create potential safety risks that can result in physical injury or property damage, especially if misused. To reduce these risks, follow the instructions included with your product, observe all warnings on the product and in the operating instructions, and review the information included in this document carefully. By carefully following the information contained in this document and provided with your product, you can help protect yourself from hazards and create a safer computer work environment.

**Note:** This information includes references to power adapters and batteries. In addition to mobile personal computers, some products (such as speakers and monitors) ship with external power adapters. If you have such a product, this information applies to your product. In addition, your computer product may contain a coin-sized internal battery that provides power to your system clock even when the machine is unplugged, so the battery safety information applies to all computers.

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### Conditions that require immediate action

**Products can become damaged due to misuse or neglect. Some product damage is serious enough that the product should not be used again until it has been inspected and, if necessary, repaired by an authorized servicer.**

**As with any electronic device, pay close attention to the product when it is turned on. On very rare occasions, you might notice an odor or see a puff of smoke or sparks vent from your machine. Or you might hear sounds like popping, cracking or hissing. These conditions might merely mean that an internal electronic component has failed in a safe and controlled manner. Or, they might indicate a potential safety issue. However, do not take risks or attempt to diagnose the situation yourself.**

Frequently inspect your computer and its components for damage or wear or signs of danger. If you have any question about the condition of a component, do not use the product. Contact the Customer Support Center or the product manufacturer for instructions on how to inspect the product and have it repaired, if necessary. For a list of Service and Support phone numbers, see "Worldwide telephone list" on page 32.

In the unlikely event that you notice any of the conditions listed below, or if you have any safety concerns with your product, stop using the product and unplug it from the power source and telecommunication lines until you can speak to the Customer Support Center for further guidance.

- Power cords, plugs, power adapters, extension cords, surge protectors, or power supplies that are cracked, broken or damaged.
- Signs of overheating, smoke, sparks or fire.
- Damage to a battery (such as cracks, dents, creases), discharge from a battery, or a buildup of foreign substances on the battery.
- A cracking, hissing or popping sound, or strong odor that comes from the product.
- Signs that liquid has been spilled or an object has fallen onto the computer product, the power cord or power adapter.
- The computer product, the power cord or power adapter has been exposed to water.
- The product has been dropped or damaged in any way.
- The product does not operate normally when you follow the operating instructions.

**Note:** If you notice these conditions with a product (such as an extension cord) that is not manufactured for or by Lenovo, stop using that product until you can contact the product manufacturer for further instructions, or until you get a suitable replacement.

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## General safety guidelines

Always observe the following precautions to reduce the risk of injury and property damage.

### Service

Do not attempt to service a product yourself unless instructed to do so by the Customer Support Center. Use only a service provider who is approved to repair your particular product.

**Note:** Some parts can be upgraded or replaced by the customer. These parts are referred to as Customer Replaceable Units, or CRUs. Lenovo expressly identifies CRUs as such, and provides documentation with



instructions when it is appropriate for customers to replace those parts. You must closely follow all instructions when performing such replacements. Always make sure that the power is turned off and that the product is unplugged from any power source before you attempt the replacement. If you have any questions or concerns, contact the Customer Support Center.

Although there are no moving parts in your computer after the power cord has been disconnected, the following warnings are required for proper UL certification.



**Hazardous moving parts. Keep fingers and other body parts away.**

**Attention:** Before replacing any CRUs, turn off the computer and wait three to five minutes to let the computer cool before opening the cover.

### **Power cords and power adapters**

Use only the power cords and power adapters supplied by the product manufacturer. The power cord and power adapter are intended for use with this product only. They should never be used with any other product.

Never wrap a power cord around the power adapter or other object. Doing so can stress the cord in ways that can cause the cord to fray, crack or crimp. This can present a safety hazard.

Always route power cords so that they will not be walked on, tripped over, or pinched by objects.

Protect the cord and power adapters from liquids. For instance, do not leave your cord or power adapter near sinks, tubs, toilets, or on floors that are cleaned with liquid cleansers. Liquids can cause a short circuit, particularly if the cord or power adapter has been stressed by misuse. Liquids can also cause gradual corrosion of the power cord terminals and/or the connector terminals on the adapter which can eventually result in overheating.

Always connect power cords and signal cables in the correct order and ensure that all power cord connectors are securely and completely plugged into receptacles.

Do not use any power adapter that shows corrosion at the ac input pins and/or shows signs of overheating (such as deformed plastic) at the ac input or anywhere on the power adapter.

Do not use any power cords where the electrical contacts on either end show signs of corrosion or overheating or where the power cord appears to have been damaged in any way.

### **Extension cords and related devices**

Ensure that extension cords, surge protectors, uninterruptible power supplies, and power strips that you use are rated to handle the electrical requirements of the product. Never overload these devices. If power strips are used, the load should not exceed the power strip input rating. Consult an electrician for more information if you have questions about power loads, power requirements, and input ratings.

### **Plugs and outlets**

If a receptacle (power outlet) that you intend to use with your computer equipment appears to be damaged or corroded, do not use the outlet until it is replaced by a qualified electrician.

Do not bend or modify the plug. If the plug is damaged, contact the manufacturer to obtain a replacement.

Some products are equipped with a three-pronged plug. This plug fits only into a grounded electrical outlet. This is a safety feature. Do not defeat this safety feature by trying to insert it into a non-grounded outlet. If you cannot insert the plug into the outlet, contact an electrician for an approved outlet adapter or to replace the outlet with one that enables this safety feature. Never overload an electrical outlet. The overall system load should not exceed 80 percent of the branch circuit rating. Consult an electrician for more information if you have questions about power loads and branch circuit ratings.

Be sure that the power outlet you are using is properly wired, easily accessible, and located close to the equipment. Do not fully extend power cords in a way that will stress the cords.

Carefully connect and disconnect the equipment from the electrical outlet.

### **Batteries**

All personal computers manufactured by Lenovo contain a non-rechargeable coin cell battery to provide power to the system clock. In addition many mobile products such as ThinkPad notebook PCs utilize a rechargeable battery pack to provide system power when in portable mode. Batteries supplied by Lenovo for use with your product have been tested for compatibility and should only be replaced with approved parts.

Never attempt to open or service any battery. Do not crush, puncture, or incinerate batteries or short circuit the metal contacts. Do not expose the

battery to water or other liquids. Only recharge the battery pack strictly according to instructions included in the product documentation.

Battery abuse or mishandling can cause the battery to overheat, which can cause gasses or flame to “vent” from the battery pack or coin cell. If your battery is damaged, or if you notice any discharge from your battery or the buildup of foreign materials on the battery leads, stop using the battery and obtain a replacement from the battery manufacturer.

Batteries can degrade when they are left unused for long periods of time. For some rechargeable batteries (particularly Lithium Ion batteries), leaving a battery unused in a discharged state could increase the risk of a battery short circuit, which could shorten the life of the battery and can also pose a safety hazard. Do not let rechargeable Lithium-Ion batteries completely discharge or store these batteries in a discharged state.

## **Heat and product ventilation**

Computers generate heat when turned on and when batteries are charging. Notebook PCs can generate a significant amount of heat due to their compact size. Always follow these basic precautions:

- Do not leave the base of your computer in contact with your lap or any part of your body for an extended period when the computer is functioning or when the battery is charging. Your computer produces some heat during normal operation. Extended contact with the body could cause discomfort or, potentially, a skin burn.
- Do not operate your computer or charge the battery near flammable materials or in explosive environments.
- Ventilation slots, fans and/or heat sinks are provided with the product for safety, comfort, and reliable operation. These features might inadvertently become blocked by placing the product on a bed, sofa, carpet, or other flexible surface. Never block, cover or disable these features.

You should inspect your desktop computer for dust accumulation at least once every three months. Before inspecting your computer, turn off the power and unplug the computer’s power cord from the electrical outlet; then remove any dust from vents and perforations in the bezel. If you notice external dust accumulation, you should also examine and remove dust from the inside of the computer including heat sink inlet fins, power supply vents, and fans. Always turn off and unplug the computer before opening the cover. If possible, avoid operating your computer within 2 feet of high-traffic areas. If you must operate your computer in or near a high-traffic area, you should inspect and, if necessary, clean your computer more frequently.

For your safety and to maintain optimum computer performance, always follow these basic precautions with your desktop computer:

- Keep the cover closed whenever the computer is plugged in.
- Regularly inspect the outside of the computer for dust accumulation.
- Remove dust from vents and any perforations in the bezel. More frequent cleanings might be required for computers in dusty or high-traffic areas.
- Do not block or restrict airflow into the front of the computer.
- Do not block the airflow vents on the back of the computer.
- Do not store or operate your computer inside furniture, as this might increase the risk of overheating.
- Airflow temperatures into the computer should not exceed 35° C (95° F).
- Do not use non-ThinkCentre air filtration devices.

### **CD and DVD drive safety**

CD and DVD drives spin discs at a high speed. If a CD or DVD is cracked or otherwise physically damaged, it is possible for the disc to break apart or even shatter when the CD drive is in use. To protect against possible injury due to this situation, and to reduce the risk of damage to your machine, do the following:

- Always store CD/DVD discs in their original packaging
- Always store CD/DVD discs out of direct sunlight and away from direct heat sources
- Remove CD/DVD discs from the computer when not in use
- Do not bend or flex CD/DVD discs, or force them into the computer or their packaging
- Check CD/DVD discs for cracks before each use. Do not use cracked or damaged discs

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### **Additional safety information**



**DANGER**

**Electric current from power, telephone, and communication cables is hazardous. To avoid shock hazard, connect and disconnect cables as shown below when installing, moving, or opening the covers of this product or attached devices. If the 3-pin power cord is provided with this product, it must be used with a properly grounded outlet.**

<p><b>To connect:</b></p> <p>Turn everything OFF.</p> <p>First, attach all cables to devices.</p> <p>Attach the signal cables to receptacles.</p> <p>Attach the power cord to an outlet.</p> <p>Turn the device ON.</p>	<p><b>To disconnect:</b></p> <p>Turn everything OFF.</p> <p>First, remove the power cord from the outlet.</p> <p>Remove signal cables from receptacles.</p> <p>Remove all cables from devices.</p>
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The power cord must be disconnected from the wall outlet or receptacle before installing all other electrical cables connected to the ThinkPad computer.

The power cord may be reconnected to wall outlet or receptacle only after all other electrical cables have been connected to the ThinkPad computer.



**DANGER**

**Reduce the risk of fire and electric shock by always following basic safety precautions, including the following:**

- Do not use your computer in or near water.
- During electrical storms:
  - Do not use your computer with the telephone cable connection.
  - Do not connect the cable to or disconnect it from the telephone outlet on the wall.



**DANGER**

**The battery pack should be stored at room temperature, charged to approx. 30 to 50% of capacity. We recommend that battery pack be charged about once per year to prevent overdischarge.**



## DANGER

If the rechargeable battery pack is incorrectly replaced, there is danger of an explosion. The battery pack contains a small amount of harmful substances. To avoid possible injury:

- Replace only with a battery of the type recommended by Lenovo.
- Keep the battery pack away from fire.
- Do not expose it to water or rain.
- Do not attempt to disassemble it.
- Do not short-circuit it.
- Keep it away from children.

Do not put the battery pack in trash that is disposed of in landfills. When disposing of the battery, comply with local ordinances or regulations and your company's safety standards.



## DANGER

If the backup battery is incorrectly replaced, there is danger of explosion.

The lithium battery contains lithium and can explode if it is not properly handled or disposed of.

Replace only with a battery of the same type.

To avoid possible injury or death, do not: (1) throw or immerse the battery into water, (2) allow it to heat to more than 100 °C (212 °F), or (3) attempt to repair or disassemble it. Dispose of it as required by local ordinances or regulations and your company's safety standards.



## DANGER

Follow the instruction below when installing or reconfiguring the CDC or Mini PCI option.

To avoid shock hazard, disconnect all the cables and the ac adapter when you install the CDC or Mini PCI option or open the covers of the system or attached devices. Electrical current from power, telephone, and communication cables is hazardous.

## CAUTION:

When you have added or upgraded a CDC or Mini PCI Card or a memory card, do not use your computer until you have closed the cover. Never use the computer when the cover is open.

## CAUTION:

The fluorescent lamp in the liquid crystal display (LCD) contains mercury. Do not put it in trash that is disposed of in landfills. Dispose of it as required by local ordinances or regulations.

The LCD is made of glass, and rough handling or dropping the computer can cause the LCD to break. If the LCD breaks and the internal fluid gets into your eyes or on your hands, immediately wash the affected areas with water for at least 15 minutes; if any symptoms are present after washing, get medical care.



**DANGER**

To reduce the risk of fire, electrical shock, or injury when using telephone equipment, always follow basic safety precautions, such as:

- Never install telephone wiring during an electrical storm.
- Never install telephone jacks in wet locations unless the jack is specifically designed for wet locations.
- Never touch uninsulated telephone wires or terminals unless the telephone line has been disconnected at the network interface.
- Use caution when installing or modifying telephone lines.
- Avoid using a telephone (other than a cordless type) during an electrical storm. There may be a remote risk of electric shock from lightning.
- Do not use the telephone to report a gas leak in the vicinity of the leak.
- Use only No. 26 AWG or larger (thicker) telephone cable.

## Laser compliance statement

An optical storage drive (device), such as a CD-ROM, CD-RW, DVD-ROM drive and SuperDisk, which can be installed in the ThinkPad computer is a laser product. The drive's classification label (shown below) is on the surface of the drive.

CLASS 1 LASER PRODUCT  
LASER KLASSE 1

LUOKAN 1 LASERLAITE  
APPAREIL A LASER DE CLASSE 1  
KLASS 1 LASER APPARAT

The drive is certified by the manufacturer to comply with the requirements of the Department of Health and Human Services 21 Code of Federal Regulations (DHHS 21 CFR) Subchapter J for Class I laser products at the date of manufacture.

In other countries, the drive is certified to conform to the requirements of IEC825 and EN60825 for Class 1 laser products.





**Do not open the optical storage drive unit; no user adjustments or serviceable parts are inside.**

**Use of controls, adjustments, or the performance of procedures other than those specified might result in hazardous radiation exposure.**

Class 1 laser products are not considered hazardous. The design of the laser system and the optical storage drive ensures that there is no exposure to laser radiation above a Class 1 level during normal operation, user maintenance, or servicing.

Some drives contain an embedded Class 3A laser diode. Note this warning:



**Emits visible and invisible laser radiation when open. Avoid direct eye exposure. Do not stare into the beam or view it directly with optical instruments.**



**Store packing materials safely out of the reach of children to prevent the risk of suffocation from plastic bags.**

Many PC products and accessories contain cords, cables or wires, such as power cords or cords to connect the accessory to a PC. If this product has such a cord, cable or wire, then the following warning applies:

**WARNING:** Handling the cord on this product or cords associated with accessories sold with this product will expose you to lead, a chemical known to the State of California to cause cancer, and birth defects or other reproductive harm. *Wash hands after handling.*

Save these instructions.



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## Chapter 2. Warranty information

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### Lenovo Statement of Limited Warranty

LSOLW-00 05/2005

#### 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 Appendix A of the Service and Troubleshooting Guide included with your Machine.

### 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 Appendix A of the Service and Troubleshooting Guide included with your Machine 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 most current phone numbers, go to <http://www.lenovo.com/think/support> and click **Support phone list**.

Country or Region	Telephone Number
Africa	Africa: +44 (0)1475 555 055 South Africa: +27-11-3028888 and 0800110756 Central Africa: Contact the nearest IBM Business Partner
Argentina	0800-666-0011 (Spanish)
Australia	131-426 (English)

Country or Region	Telephone Number
Austria	01-24592-5901 01-211-454-610 (German)
Belgium	02-210-9820 (Dutch) 02-210-9800 (French) warranty service and support: 02-225-3611
Bolivia	0800-0189 (Spanish)
Brazil	Sao Paulo region: (11) 3889-8986 Toll free outside Sao Paulo region: 0800-7014-815 (Brazilian Portuguese)
Canada	1-800-565-3344 (English, French) In Toronto only call: 416-383-3344
Chile	800-224-488 (Spanish)
China	800-810-1818 (Mandarin)
China (Hong Kong S.A.R.)	Home PC: 852-2825-7799 Commercial PC: 852-8205-0333 ThinkPad and WorkPad: 852-2825-6580 (Cantonese, English, Putonghua)
Colombia	1-800-912-3021 (Spanish)
Costa Rica	284-3911 (Spanish)
Croatia	0800-0426
Cyprus	+357-22-841100
Czech Republic	+420-2-7213-1316
Denmark	4520-8200 warranty service and support: 7010-5150 (Danish)
Dominican Republic	566-4755 566-5161 ext. 8201 Toll Free within the Dominican Republic: 1-200-1929 (Spanish)
Ecuador	1-800-426911 (Spanish)
El Salvador	250-5696 (Spanish)
Estonia	+386-61-1796-699
Finland	09-459-6960 warranty service and support: +358-800-1-4260 (Finnish)
France	0238-557-450 warranty service and support: software 0810-631-020 hardware 0810-631-213 (French)
Germany	07032-15-49201 warranty service and support: 01805-25-35-58 (German)

Country or Region	Telephone Number
Greece	+30-210-680-1700
Guatemala	335-8490 (Spanish)
Honduras	Tegucigalpa & San Pedro Sula: 232-4222 San Pedro Sula: 552-2234 (Spanish)
Hungary	+36-1-382-5720
India	1600-425-6666 Alternate Toll Free: +91-80-2678-8940 (English)
Indonesia	800-140-3555 +62-21-251-2955 (Bahasa, Indonesian, English)
Ireland	01-815-9202 warranty service and support: 01-881-1444 (English)
Italy	02-7031-6101 warranty service and support: 39-800-820094 (Italian)
Japan	ThinkPad: Toll free: 0120-887-874 For International: +81-46-266-4724  Both of the above numbers will be answered with a Japanese language voice prompt. For telephone support in English, please wait for the Japanese voice prompt to end, and an operator will answer. Please ask for "English support please," and your call will be transferred to an English speaking operator. PC Software: 0120-558-695 Overseas calls: +81-44-200-8666 (Japanese)
Korea	1588-5801 (Korean)
Latvia	+386-61-1796-699
Lithuania	+386-61-1796-699
Luxembourg	+352-298-977-5063 (French)
Malaysia	1800-88-8558 (English, Bahasa, Melayu)
Malta	+356-23-4175
Mexico	001-866-434-2080 (Spanish)
Middle East	+44 (0)1475-555-055
Netherlands	+31-20-514-5770 (Dutch)
New Zealand	0800-446-149 (English)
Nicaragua	255-6658 (Spanish)



Country or Region	Telephone Number
Norway	6681-1100 warranty service and support: 8152-1550 (Norwegian)
Panama	206-6047 (Spanish)
Peru	0-800-50-866 (Spanish)
Philippines	1800-1888-1426 (English) +63-2-995-8420 (Philipino)
Poland	+48-22-878-6999
Portugal	+351-21-892-7147 (Portuguese)
Romania	+4-021-224-4015
Russian Federation	+7-095-940-2000 (Russian)
Singapore	1800-3172-888 (English, Bahasa, Melayu)
Slovakia	+421-2-4954-1217
Slovenia	+386-1-4796-699
Spain	91-714-7983 91-397-6503 (Spanish)
Sri Lanka	+94-11-2448-442 (English)
Sweden	08-477-4420 warranty service and support: 077-117-1040 (Swedish)
Switzerland	058-333-0900 warranty service and support: 0800-55-54-54 (German, French, Italian)
Taiwan	886-2-8723-9799 (Mandarin)
Thailand	1-800-299-229 (Thai)
Turkey	00800-4463-2041 (Turkish)
United Kingdom	01475-555-055 warranty service and support: hardware 08705-500-900 (English)
United States	1-800-426-7378 (English)
Uruguay	000-411-005-6649 (Spanish)
Venezuela	0-800-100-2011 (Spanish)
Vietnam	For northern area and Hanoi: 84-4-843-6675 For southern area and Ho Chi Minh City: 84-8-829-5160 (English, Vietnamese)

## **Guarantee supplement for Mexico**

This supplement is considered part of Lenovo's Statement of Limited Warranty and shall be effective solely and exclusively for products distributed and commercialized within Territory of the Mexican United States. In the event of a conflict, the terms of this supplement shall apply.

All software programs pre-loaded in the equipment shall only have a thirty-(30) day guarantee for installation defects from the date of purchase. Lenovo is not responsible for the information in such software programs and/or any additional software programs installed by you or installed after purchase of the product.

Services not chargeable to the guarantee shall be charged to the final user, prior an authorization.

In the event that warranty repair is required please call the Customer Support Center at 001-866-434-2080, where you will be directed to the nearest Authorized Service Center. Should no Authorized Service Center exist in your city, location or within 70 kilometers of your city or location, the guarantee includes any reasonable delivery charges related to the transportation of the product to our nearest Authorized Service Center. Please call the nearest Authorized Service Center to obtain the necessary approvals or information concerning the shipment of the product and the shipment address.

To obtain a list of Authorized Service Centers, please visit:  
[http://www.pc.ibm.com/la/centros\\_de\\_servicio/servicio\\_mexico/servicio\\_mexico.html](http://www.pc.ibm.com/la/centros_de_servicio/servicio_mexico/servicio_mexico.html)

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**Col. Club de Golf Atlas**  
**El Salto, Jalisco, México**  
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**Tel. 01-800-3676900**

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**Parque Corporativo de Peña Blanca**  
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