



## Lenovo Warranty Rules

FORM LNV-WTY-01 (05.05)

### Warranty Rules

No warranty certificate is attached to Lenovo products. The warranty information pertaining to the product with which these rules were packed is covered by them. The warranty indicated in these rules is intended for the sole use of the customer and is not for intended for resale by the customer and is applicable only to this machine when purchased from Lenovo Japan Ltd. (hereinafter referred to as "Lenovo") or a Lenovo business partner. The main unit of your Lenovo machine, its devices, Lenovo monitor products or Lenovo optional products standard equipped with the unit (hereinafter these components and their combination are referred to as "the machine") should be installed in accordance with the prescribed installation procedure packed with the unit. No software program is included with the machine regardless of whether it was loaded into the machine in advance or subsequently. Unless stipulated otherwise by Lenovo, the warranty based on these rules is valid only within Japan. Only if this is a model eligible for international warranty and repair service that is provided in the country where it is taken, will it be possible to receive IWS hardware international warranty service, irrespective of these rules. Refer to the URL: <http://www.ibm.com/jp/jpccinfo/iws/index.html> for details.

### Article 1 The warranty for this machine.

Lenovo warrants that this machine will function satisfactorily in accordance with the stated Lenovo specifications, in principle, for a period of twelve (12) months from the date of purchase from Lenovo or the Lenovo business partner and that the warranty service stipulated in the below Article 3 will be provided. However, if it is not verified to be within the warranty period by either of the methods mentioned in Article 2, your machine may not be eligible for warranty service.

### Article 2 The warranty period

Customers possessing Lenovo products corresponding to either of the below conditions will be eligible for the warranty stipulated in these Lenovo Rules. The warranty period will in principle be twelve (12) months from the purchase date, but may vary depending on the product, so you should confirm at the corresponding the service center for your product. When repair is requested on a customer's Lenovo product, we will confirm if the machine is within the warranty period by one of the below procedures. If this cannot be confirmed, as indicated in the below (1) or (2), there will be a charge for the cost of the work and parts entailed in the repair.

- (1) When Lenovo has confirmed that the customer's Lenovo product is within the warranty period stipulated by Lenovo, or
- (2) When the customer has exhibited a purchase certificate issued by Lenovo or written evidence, such as a receipt or delivery slip (hereinafter referred to as "proof of purchase") evidencing the name of the Lenovo product purchased from Lenovo or from a Lenovo business partner and the purchase date, and the concerned product is confirmed to be within the warranty period stipulated by Lenovo.

### Article 3 Various repair service functions

If this machine is used normally in accordance with its precautions, such as indicated in the user's guide and the labels affixed onto the machine, and it does not operate normally during the warranty period, you should contact the service center indicated in the Lenovo Rules. When you call, Lenovo or the Lenovo business partner providing the warranty service will diagnose the cause of the trouble, while inquiring as to the operating state of the machine over the telephone. If as a result it is concluded that repairs are necessary, repair service will be provided by whichever of the below procedures that is appropriate to the customer's model. Please refer to the separate "Guidance on the Lenovo Warranty Period and Warranty Office." If repairs are begun at the customer's request without relying on the conclusion of Lenovo and no hardware abnormality is found, there will be a charge for this service.

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- (1) **Courier service (ICS)**\_ With this service, the malfunctioning machine is picked up by a courier service, repaired and the repaired equipment is then delivered back to the customer by the courier service
- (2) **On-site repair service (IOS)**\_ With this service, a technician visits the location where the customer's PC is installed to perform the repair.
- (3) **Customer on-site exchange service (COE)**\_ In this service, the malfunctioning machine is transferred to the courier service at the same time that a replacement is delivered by it.
- (4) **Customer Replaceable Unit(CRU)**\_ This is a service where the customer exchanges and sends back the old parts in conjunction with the delivery of the new parts by the courier service.

\*1 Some of the machines or machine parts are designated as 'parts that can be replaced by the customer' (hereinafter referred to as CRU: customer replaceable unit). CRU eligible products (examples of CRUs: keyboards, mouses, memories, hard drives, MiniPCI cards , externally mounted CD-ROM drives, etc.) may be changed without prior notice. Check at the URL: <http://www.ibm.com/jp/pc/support/cru> for a list of recent CRU eligible parts and their installation procedures. When judged to be necessary by Lenovo, the customer may download machine codes (micro codes, basic input/ output system codes ('BIOS'), utility programs, device drivers, diagnostic programs, etc.) and licensed internal codes and install them according to the specified Lenovo procedure under the customer's responsibility.

#### **Article 4 The replacement parts or machine**

The installed replacement parts or machine may sometimes be remanufactured parts that function satisfactorily, hence the replacements will be at least mechanically and functionally equivalent or superior to the old part or machine that has been replaced. Lenovo will pass the warranty service from the parts or machines that have replaced to the replacement parts or machine.

#### **Article 5 The replaced parts or machine**

- (1) Lenovo will own the old parts or machine removed by Lenovo or the Lenovo business partner, which are to be returned to Lenovo within thirty (30) days from receipt of the satisfactorily operating parts or machine. If they are not returned within thirty days, the customer will be invoiced for the old parts or the machine and the delivery charge.
- (2) The customer guarantees that the removed old machine or parts are genuine Lenovo parts that have not been modified and that there are no legal restrictions, such as collateral security preventing their replacement. If the old machine or parts are owned by other than the customer, the customer shall obtain the consent of the owner and the security interest holder for the transfer of the ownership and right of possession to Lenovo.
- (3) The customer agrees to allow Lenovo to install mandatory engineering changes (such as those required for safety) on the machine. All the removed parts shall be the property of Lenovo. If the machine is owned by other than the customer, the customer is asked to obtain the consent of the owner and the security interest holder of the machine for the transfer of the ownership and right of possession to Lenovo.

#### **Article 6 Warranty service guidelines**

During the warranty period for the machine, either Lenovo or a Lenovo business partner capable of providing warranty service will diagnose the trouble while inquiring as to operating state of your machine by telephone and, if it is determined that repair is necessary, they will provide it. If repairs are begun at the customer's request without relying on the conclusion of Lenovo and no hardware abnormality is found, there will be a charge for this service. When applying for warranty service, contact the service center during the stated hours. In such cases customer should remove the machine in need of repair from the installation location and provide the purchase certificate to Lenovo, if necessary.

#### **(When a machine has Courier service (ICS) warranty or Customer on-site exchange service (COE) warranty)**

- (1) When a telephone call has been received and the nature of the trouble is checked, if a decision is made that repair is necessary, Lenovo will implement the service whereby a courier service will pick up the malfunctioning equipment on a subsequent business day specified by Lenovo, which will then repair it. However, when the nature of the malfunction has been checked by telephone and it has been decided that the problem area involves a CRU eligible part, the part forwarding service will be implemented. (Refer to Article 3 for the explanation of 'CRU' and

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'part shipment service.')

- (2) The packing of the machine, the transport to the service center and the return transport following the service will be implemented by Lenovo and Lenovo will also bear the various transport expenses and the expenses relating to the damaging or loss of the machine during transport.
- (3) The responsibility for accidents that occur when transport to the service center is by payment-on-delivery when so elected by the customer will in no case be assumed by Lenovo.
- (4) When the service is implemented by a Lenovo business partner, circumstances, such as the transport and return of the machine and the bearing of the various expenses may differ from the above, hence you should inquire at your Lenovo business partner as to the details of the service.
- (5) Lenovo may deem the customer abandon his or her ownership over the machine and may dispose of the machine in Lenovo 's sole discretion after six (6) months from the date of receiving the machine in either of the following situation in the Pick-up & repair service at the service center; (1) the customer does not take the repaired machine back even though Lenovo notifies the customer of both completion of the repair service and the date of return, or (2) the customer does not take the machine back even though the customer cancels the repair service after Lenovo 's receiving the machine. In either case, Lenovo can charge the customer for cost for the custody and disposition, in the case of the repair after the warranty period has expired, for repair cost and cancel fee.

**(When a machine has On-site repair service (IOS) warranty)**

- (1) When the nature of the malfunction has been verified by telephone and it has been decided that an on-site repair is needed, the service will be implemented whereby maintenance personnel will be dispatched to the customer's installation site on a subsequent business day specified by Lenovo for the performing of the repair. However, when the nature of the malfunction has been checked by telephone and it has been decided that the problem area involves a CRU eligible part, the part forwarding service will be implemented. (Refer to Article 4 for an explanation of 'CRU' and 'part shipment service.')
- (2) When warranty service by Lenovo has been requested, the customer will be responsible for taking the appropriate measures for protecting his data, so that the service personnel can perform the required work in a timely manner where the machine is installed.
- (3) When the customer requests service that is not included in the Lenovo warranty service, Lenovo will provide the service to the extent of its ability for the actual expenses, such as the charges specified by Lenovo and parts and transport costs at that time.
- (4) When the service personnel cannot use regular public transportation, such as for machine installation locations on outlying islands and in the mountains, or when a round-trip in one day (normal Lenovo business hours) is not possible, a charge to be separately specified by Lenovo will be billed. Please contact your Lenovo business partner as to the warranty service provided by the Lenovo business partner.

**Article 7 Ineligibility for warranty service**

1. Information such as data programs recorded in storage devices (diskettes, hard disks, etc.) are not covered by the warranty. When warranty service based on these rules is requested, the programs, data and recording media recorded in memory devices (diskettes, hard disks, etc.) are to be removed from the machine in advance by the customer himself. Moreover, non- Lenovo parts, mechanisms, appendages and modifications are to be removed from the machine in advance, unless a particular Lenovo warranty has been provided for them. If any of these are transferred to Lenovo while recorded in or appended to the machine, Lenovo will not bear any responsibility for them.
2. Technical and other support that is provided for this machine (for example, usage procedures and responses to inquires on installation and introduction of this machine provided by telephone,) are outside the scope of the warranty.
3. Lenovo does not guaranty that the execution of the machine will not be interrupted, nor that there will be no errors in the execution, nor that all the errors will be corrected.
4. Service for specific parts, such as accessories, supplied items, frames, covers and batteries are not included in the warranty service.
5. Cases of abuse (including use exceeding the capacity and capability authorized by Lenovo in writing), rebuilding and supplementation, usage in an environment not suited to the equipment conditions and operating environment stipulated by Lenovo, inappropriate maintenance or changes by non- Lenovo personnel, damage occurring for reasons not attributable to Lenovo, or where the machine or part ID label has been altered or



removed will not be eligible for warranty.

6. There will be a service charge when any of the below are applicable.
  - (1) When Lenovo has verified that the warranty period stipulated for the machine has expired.
  - (2) When no certificate of purchase evidencing the date of purchase is exhibited or when the wording of the receipt or the delivery slip has been rewritten (copies are invalid).
  - (3) When codes, such as the administrator password, or the startup password set for protection of the system, have been reset by a third person or when a part is to be replaced in conjunction with a recovery from an access malfunction attributable to a forgotten password.
  - (4) Malfunction or damage due to movement, transport or dropping following purchase.
  - (5) Malfunction or damage due to accident, fire, natural disasters, pollution, abnormal voltage or the like.
  - (6) Malfunction or damage attributable to equipment or wear parts other than those specified by Lenovo being connected to the machine.
  - (7) When the responsible Lenovo technician makes replacements associated with natural consumption, wear and deterioration following the start of repair (including natural deterioration of the brilliance and burning of monitor products and battery deterioration).
  - (8) Trip expenses for the responsible technician(s) when on-site repair is requested for a machine eligible for the pick-up & repair service.  
(Contact the warranty service information office for the repair configuration for your machine.)

#### **Article 8 Limitations of liability**

These rules stipulate the entire Lenovo warranty and substitute for all expressed or implied warranty liability, including legal warranty liability. Lenovo's liability to the customer when the machine is no longer operating satisfactorily is limited to the repair or replacement of the machine by Lenovo in accordance with the above warranty. When any remedy is sought for reasons attributable to Lenovo, Lenovo's liability for compensation for damages shall be limited to the below enumerated, irrespective of the cause of the claim.

- (1) Liability for compensation for harm caused to the life, the body or the tangible property of the customer as a result of a defect in this machine.
- (2) The monetary amount for direct damages actually occurring to the customer will be limited to an amount equivalent to the purchase price of this machine that is directly responsible for the occurrence of damage.

#### **Liability for compensation**

Lenovo shall in no case assume the liability for damages not attributable to its responsibility, for non-tangible damages such as loss of profit, data or programs, for damages based on claims for compensation against the customer by third parties, for special or incidental damages that have occurred, regardless of whether Lenovo or the Lenovo business partner had a foreknowledge of them, nor for other extended damages. The limits of this liability shall also apply to claims for compensation for damages to Lenovo business partners. The customer may not redundantly claim compensation for damages from a Lenovo business partner.

#### **Article 9 Other**

- (1) The rights of the consumer as stipulated in the mandatory provisions are not limited by these rules.
- (2) In the event that a lawsuit pertaining to these rules is required between the customer and Lenovo, the Tokyo Regional Court shall be the exclusive competent court by mutual agreement.

\*\*The content of these rules can be downloaded at the Web site <http://www-6.ibm.com/jp/pc/support/warranty/>.

However, please be aware the information indicated therein may be updated to the latest version as required without prior notice.

#### **Lenovo Japan Ltd.**

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Printed in Japan

Ver.2.0 (05.05) 92P1904

The image shows the Lenovo logo, which consists of the word "lenovo" in a bold, lowercase, sans-serif font. The logo is centered at the bottom of the page.