

TIPS VENDOR AGREEMENT

Between **LENOVO (UNITED STATES) INC. and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170306 Technology Solutions, Products and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and Lenovo (United States) Inc., a Delaware corporation with offices located at 1009 Think Place, Morrisville, North Carolina, 27560. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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Terms and Conditions

Freight

All shipping is included in the price of the hardware. Lenovo quotes do not have a line item for shipping/freight.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall not provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in a separate State of Work at the time of purchase.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that has been negotiated between TIPS and the Vendor.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer list price.. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity and Intellectual Property Infringement Protection

1. **Indemnity.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all third party claims and suits for (i) damage to real or tangible personal property, or (ii) bodily injuries to persons (including death) caused by a Vendor branded product provided by Vendor to TIPS under this Agreement or the gross negligence or willful misconduct of the Vendor in Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, provided however that Vendor shall have no obligation with respect to claims based in whole upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents, and that the parties reserve all rights at law or in equity with respect to any such claim.

2. **Intellectual Property Infringement Protection.** If a third party claims that a Vendor branded Product provided by Vendor to TIPS under this Agreement infringes that party's patent or copyright, Vendor will defend TIPS against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards against TIPS or that are included in a settlement approved by Vendor, provided that TIPS: (i) promptly notifies Vendor in writing of the claim; (ii) allows Vendor to control, and cooperates with Vendor in, the defense and any related settlement negotiations; and (iii) is and remains in compliance with TIPS's obligations in this Section. The foregoing is Vendor's entire obligation to TIPS and TIPS's exclusive remedy regarding any claim of infringement. If such a claim is made or appears likely to be made, TIPS shall permit Vendor, in Vendor's sole discretion, to enable TIPS to continue to use the Product; to modify it; or to replace it with one that is at least functionally equivalent. If Vendor determines that none of these alternatives is reasonably available, TIPS shall promptly return the Product to Vendor at its written request. Vendor will then provide a credit to TIPS in an amount equal to the net book value of the Product according to generally accepted accounting principles. Vendor shall have no obligation regarding any claim based upon: (i) anything TIPS or a third party on TIPS's behalf provides which is incorporated into, or combined with, a Product; (ii) unauthorized modification of a Product by TIPS or a third party on TIPS's behalf; (iii) the combination, operation, or use of a Product with any products not provided by Vendor as a system, or the combination, operation, or use of a Product with any product, data, apparatus or business method that Vendor did not provide; (iv) Vendor's compliance with TIPS's specifications or requirements; or (v) infringement by a third party Product alone.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed

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in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be

permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating “Per TIPS Agreement”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor’s responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

Except for payment obligations, if by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site

cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim. In the event of a conflict between the terms of the TIPS Request for Proposals or the Request for Competitive Sealed Proposals and this Agreement, the terms and conditions of this Agreement shall take precedence.

Limitation of Liability.

In any action arising out of or related to this Agreement or any order issued hereunder, neither party nor its affiliates shall be liable to the other party or its affiliates for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (a) third-party claims for damages; (b) loss of, or damage to, data; (c) special, incidental, indirect, punitive, exemplary or consequential damages; or (d) loss of profits, business, revenue, goodwill or anticipated savings; and

The maximum cumulative liability of either party and its affiliates to the other party and its affiliates for all actions arising out of or related to this Agreement and all orders issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by TIPS and its affiliates to Vendor and its affiliates for all orders issued under this Agreement.

The provisions of this Section shall also limit the liability of Vendor, its subcontractors, suppliers and program developers, collectively, to TIPS and its affiliates.

The provisions of this Section shall not apply to: (i) bodily injury (including death); (ii) damage to real property; or (iii) damage to tangible personal property.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within ten (10) business days, customer is to be notified within 24 business hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170306 Technology Solutions, Products and Services

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email of Authorized Representative _____

Name of Authorized Representative _____

Title _____

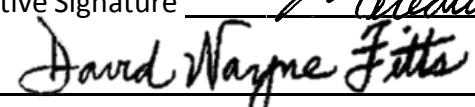
Signature of Authorized Representative  _____

Date _____

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice-President of Operations

TIPS Authorized Representative Signature  _____

Approved by ESC Region 8  _____

Date May 26, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170306 Addendum 2	Department		Floor/Room
Title	Technology Solutions Products and Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:04 AM (CT)	Floor/Room		Email
Close Date	4/21/2017 03:00:00 PM (CT)	Telephone	(866) 839-8477	
		Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company: Lenovo (United States) Inc.
 Address: Lenovo (United States) Inc.
 P.O. Box 643055
 Pittsburgh, PA 15264-3055
 Contact: Francisco Montesinos
 Department:
 Building:
 Floor/Room:
 Telephone: (866) 426-4004
 Fax:
 Email: fmontesinos@lenovo.com
 Submitted: 4/21/2017 08:48:42 AM (CT)
 Total: \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature: Eric Siebels

Email: esiebels@lenovo.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
03/02/17	Update: Technology Solutions Products and Services	<p>Good Morning,</p> <p>We are aware that the documents uploaded to this RFP are not the correct ones that should be associated with it. We will have this resolved before the end of business day and apologize for any inconvenience that occurred.</p> <p>Thank you for your patience,</p> <p>The TIPS Team</p>

Bid Attributes
Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Lenovo, a global Fortune 500 company, is a \$45 billion personal technology company and currently the top PC maker in the world and an emerging PC Plus leader – serving customers in more than 160 countries. Dedicated to exceptionally engineered PCs, Servers and Mobile Internet Devices, Lenovo's business is built on product innovation, a highly-efficient global supply chain and strong strategic execution. Lenovo's product lines include legendary Think-branded commercial PCs and Idea-branded consumer PCs, workstations, and a family of mobile internet devices, including tablets and smart phones as well as Think and System x servers. For more information see www.lenovo.com .
6	Primary Contact Name	Primary Contact Name	Bryan Sholar
7	Primary Contact Title	Primary Contact Title	Account Executive
8	Primary Contact Email	Primary Contact Email	bsholar@lenovo.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	919-874-3370

10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	855-515-1778
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Eric Siebels
13	Secondary Contact Title	Secondary Contact Title	Account Executive
14	Secondary Contact Email	Secondary Contact Email	esiebels@lenovo.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	512-720-1779
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	855-515-1778
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Bryan Sholar
19	Admin Fee Contact Email	Admin Fee Contact Email	bsholar@lenovo.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	919-874-3370
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Bryan Sholar
22	Purchase Order Contact Email	Purchase Order Contact Email	bsholar@lenovo.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	919-874-3370
24	Company Website	Company Website (Format - www.company.com)	http://www.lenovo.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	52-2449153
26	Primary Address	Primary Address	1009 Think Place
27	Primary Address City	Primary Address City	Morrisville
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NC
29	Primary Address Zip	Primary Address Zip	27560
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Lenovo, ThinkPad, ThinkCentre, ThinkStation, ThinkVision, ThinkServer, Desktop, Notebook, Laptop, Accessories, Monitor, Options, Visuals, Workstation, Tablet, Chromebook, Chrome, Windows, Warranty, Yoga, Carbon, 11e.
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No

33	Company Residence (City)	Vendor's principal place of business is in the city of?	Morrisville
34	Company Residence (State)	Vendor's principal place of business is in the state of?	North Carolina
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	15
44	Years Experience	Company years experience in this category?	33
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the	(No Response Required)

person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686

No

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

Do you have any conflicts under this statutory requirement?

50 Filing of Form CIQ

If yes (above), have you filed a form CIQ as directed here?

51 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

52 Regulatory Standing

Regulatory Standing explanation of no answer.

53 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

(No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

55 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 57 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 58 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 59 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

63	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	No

Do you agree to these terms?

Please refer to the Lenovo modification of TIPS Terms and Conditions.

Indemnity. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all third party claims and suits for (i) damage to real or tangible personal property, or (ii) bodily injuries to persons (including death) caused by a Vendor branded product provided by Vendor to TIPS under this Agreement or the gross negligence or willful misconduct of the Vendor in Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, provided however that Vendor shall have no obligation with respect to claims based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Intellectual Property Infringement Protection. If a third party claims that a Vendor branded Product provided by Vendor to TIPS under this Agreement infringes that party's patent or copyright, Vendor will defend TIPS against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards against TIPS or that are included in a settlement approved by Vendor, provided that TIPS: (i) promptly notifies Vendor in writing of the claim; (ii) allows Vendor to control, and cooperates with Vendor in, the defense and any related settlement negotiations; and (iii) is and remains in compliance with TIPS's obligations in this Section 7.6. The foregoing is Vendor's entire obligation to TIPS and TIPS's exclusive remedy regarding any claim of infringement. If such a claim is made or appears likely to be made, TIPS shall permit Vendor, in Vendor's sole discretion, to enable TIPS to continue to use the Product; to modify it; or to replace it with one that is at least functionally equivalent. If Vendor determines that none of these alternatives is reasonably available, TIPS shall promptly return the Product to Vendor at its written request. Vendor will then provide a

credit to TIPS in an amount equal to the net book value of the Product according to generally accepted accounting principles. Vendor shall have no obligation regarding any claim based upon: (i) anything TIPS or a third party on TIPS's behalf provides which is incorporated into, or combined with, a Product; (ii) unauthorized modification of a Product by TIPS or a third party on TIPS's behalf; (iii) the combination, operation, or use of a Product with any products not provided by Vendor as a system, or the combination, operation, or use of a Product with any product, data, apparatus or business method that Vendor did not provide; (iv) Vendor's compliance with TIPS's specifications or requirements; or (v) infringement by a third party Product alone.

74 Acts or Omissions
 The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
 Do you agree to these terms? No

75 Acts or Omissions Explanation of No Answer
 Please refer to the Lenovo modification of TIPS Terms and Conditions.

76 Contract Governance
 Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. Yes

77 Payment Terms and Funding Out Clause
 Payment Terms:
 TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
 Funding out Clause:
 Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
 Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? Yes

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

81 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

82 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement? No

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Please see Lenovo redlined modifications in the attachment section under "Other Certificates". Modified terms are below:
General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions
PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the

negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

[Note to Customer: All shipping is included in the price of the hardware. Lenovo quotes do not have a line item for shipping/freight.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall not provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in a separate State of Work at the time of purchase.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities. Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political

subdivision; or (6) a state, or a governmental unit of a state that borders

Line Items

Response Total: \$0.00



TIPS – The Interlocal Purchasing System

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017

RE: 170306 – Technology Solutions Products and Services (Addendum 2)

Addendum 1 was issued 3/2/2017. This addendum corrected the wrong documents being uploaded with the RFP.

Addendum 2 was issued on 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP.

This original bid closing date was extended from April 21, 2017 to April 27, 2017.

Sarah Bond

Sarah Bond

Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing history of RFP 170306 – Technology Solutions Products and Services (Addendum 2)

Bid Audit History		
Return		
Date	Line	Description
4/24/2017 11:28 AM (CT)	Header	Bid request unsealed by SBOND TIPS.
4/21/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required.
4/7/2017 11:38 AM (CT)	Header	Bid Request Information Copied from Bid '170306 Addendum 1' by RPOWELLTIPS.
3/2/2017 12:14 PM (CT)	Header	Addendum issued by the system.
3/2/2017 12:14 PM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS inadvertently attached the incorrect documents for RFP 170306 and has issued this addendum to correct the problem. We apologize for the inconvenience.
3/2/2017 12:00 PM (CT)	Header	Bid Request Information Copied from Bid '170306' by RPOWELLTIPS.
3/2/2017 09:04 AM (CT)	Header	Bid message sent to 'Invited and Responding Suppliers'
3/2/2017 08:04 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIPS. - Issue time adjusted by the system to balance workload.
2/28/2017 09:22 AM (CT)	Header	Bid Request Information Copied from Bid '444444' by RPOWELLTIPS.
2/28/2017 09:22 AM (CT)	Header	Bid Request created by RPOWELLTIPS.
Items 1-13 shown of 13		
Addendum Audit History		
Return		
Date	Line	Description
4/7/2017 11:38 AM (CT)	Header	Addendum 2 created for bid '170306' by RPOWELLTIPS.
3/2/2017 12:04 PM (CT)	Header	Attachment was added, File Name: '170306_Agreement.pdf' Description: 'RFP 170306 Agreement' by RPOWELLTIPS.
3/2/2017 12:04 PM (CT)	Header	Attachment was added, File Name: '170306_Agreement_Signature_Form.pdf' Description: 'RFP 170306 Agreement Signature Form' by RPOWELLTIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added, File Name: '170306_Base_Forms_Required.pdf' Description: 'RFP 170306 Required Base Forms' by RPOWELLTIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added, File Name: '170306_Pricing_form_1.xlsx' Description: 'RFP 170306 Pricing Form #1 Spreadsheet' by RPOWELLTIPS.
3/2/2017 12:02 PM (CT)	Header	Attachment was added, File Name: '170306_Pricing_form_2.xlsx' Description: 'RFP 170306 Pricing Form #2 Spreadsheet' by RPOWELLTIPS.
3/2/2017 12:01 PM (CT)	Header	Attachment was added, File Name: '170306_RFP.pdf' Description: 'RFP 170306 Specifications and Instructions' by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Agreement.pdf' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Agreement_Signature_Form.pdf' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Pricing_form_1.xlsx' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Pricing_form_2.xlsx' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Base_Forms_Required.pdf' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_RFP.pdf' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Addendum 1 created for bid '170306' by RPOWELLTIPS.
Items 1-14 shown of 14		

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:


(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official


Signature

Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

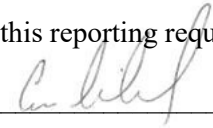
THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: _____
Print Authorized Company Official’s Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official:  _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Lenovo(United States) Inc.
(Name of Corporation)

I, Kurt Cranor certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

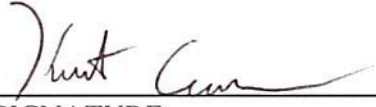
Eric Siebels
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Account Executive
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL



SIGNATURE

4/20/2017
DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Lenovo(United States) Inc.

Print name of authorized representative Eric Siebels

Signature of authorized representative 

Date 4/20/2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

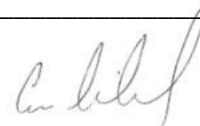
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Name of company expressly waiving confidential status of material



Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address City State ZIP Phone

Lenovo Statement of Limited Warranty

L814-0010-01 1/2017

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. Part 3 includes definitions of specific warranty types that may apply to your Machine. For purposes of this Statement of Limited Warranty, “Lenovo” means the Lenovo entity that provided your Machine to you or to your reseller.

The warranties provided by Lenovo in this Statement of Limited Warranty apply to Machine(s) you purchase for your use, and not for resale. The term “Machine” means a hardware product identified by a Machine Type as well as its features, conversions or upgrades. 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.**

This Statement of Limited Warranty is available, in multiple languages, at the following Lenovo Internet website: <http://www.lenovo.com/warranty/>.

What this Warranty Covers

Lenovo warrants that each Machine is free from defects in materials and workmanship under normal use during the warranty period.

During the warranty period, Lenovo provides repair and exchange service for the Machine under the type of warranty service Lenovo designates for the Machine. The warranty period for the Machine is a fixed period starting on its original Date of Installation. For certain Machines, the warranty will be void if the Machine’s usage limitations are exceeded during the specified warranty period. The date on your purchase invoice or sales receipt is the Date of Installation unless Lenovo or your reseller informs you otherwise. The warranty period, type of warranty service, and service level that apply to your Machine are designated in the Machine’s product guide and/or data sheet at the following Lenovo Internet website: www.lenovo.com

Except as stated otherwise, all parts or features that are configured and/or installed for use in your Machine and identified by an option number or feature code (“Option”) shall be warranted for the duration of the Machine’s warranty or one (1) year from purchase date, whichever is longer. The warranty for solid state drive (SSD) Options shall be limited to SSDs that have not reached the maximum guaranteed number of program/erase cycles, as documented in the product guide or specifications.

Lenovo may require you to provide proof of purchase (for example, a copy of your sales receipt or purchase invoice) to validate warranty entitlement.

If a Machine that Lenovo is responsible to install is not made available for Lenovo to install within six months from the date Lenovo ships the Machine to you or the reseller, installation will be subject to a charge under a Services agreement with Lenovo.

For a Machine that Lenovo is responsible to install, if you elect to install or service the Machine yourself, or if you relocate the Machine or have a third party install, service or relocate the Machine, Lenovo reserves the right to inspect the Machine before providing warranty Service on the Machine. Lenovo may, at its sole discretion, charge for the inspection. If the Machine is not in an acceptable condition for warranty Service, as solely determined by Lenovo, you may request that Lenovo restore it to an acceptable condition for Service or you may withdraw your request for warranty Service. Lenovo, at its sole discretion, will determine if restoration is possible. Restoration is provided as a billable Service. If specified, additional charges, such as transportation or special handling, may apply.

Many features, conversions, or upgrades involve the removal of parts and their return to Lenovo. A Lenovo part or feature installed during the initial installation of a Lenovo Machine is subject to the Machine’s warranty period effective on the Date of Installation of the Machine. A Lenovo part or feature which replaces a previously installed part or feature assumes the remainder of the warranty period for the replaced part or feature. A Lenovo part or feature added to a Machine without replacing a previously installed part or feature is subject to the specified warranty period for the applicable part or feature effective on its Date of Installation. Unless Lenovo specifies otherwise, the warranty period, type of warranty service, and service level of such part or feature is the same as the Machine on which it is installed.

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, AND ANY WARRANTY OF TITLE OR NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. 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:

- a. failure or damage resulting from misuse (including, but not limited to, use of any Machine capacity or capability, other than that authorized by Lenovo in writing), accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment or improper maintenance by you or a third party;
- b. failure due to events beyond Lenovo's control;
- c. failure caused by a product for which Lenovo is not responsible;
- d. any non-Lenovo products, including those provided with, or installed on, a Lenovo Machine at your request;
- e. accessories, supply items and consumables, and structural parts (for example, frames and covers). **Unless specified otherwise, batteries are considered a consumable item and are not warranted.** If warranted, Lenovo will specify the warranty in the product guide for the Machine;
- f. service of Machine alterations;
- g. service of a Machine on which you are using capacity or capability, other than that authorized by Lenovo in writing; and
- h. certification in your country for the Machine's connection by any means to interfaces of public telecommunications networks unless Lenovo specifies otherwise in the product guide for the Machine. Further certification may be required by law prior to making any such connection.

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

If the Machine does not function as warranted during the warranty period, refer to the service documentation for your Machine that can be found at the following Lenovo website: <http://support.lenovo.com/>.

If you are unable to resolve your problem with the service documentation, contact Lenovo or the reseller to obtain warranty service. 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

Lenovo will attempt to diagnose and resolve your problem over the telephone or electronically by access to a Lenovo Internet website. Certain Machines contain remote support capabilities for direct problem reporting, remote problem determination, and resolution with Lenovo. When you contact Lenovo for service, you must follow the problem determination and resolution procedures that Lenovo specifies. Following problem determination, if Lenovo determines on-site service is required, a service technician will be scheduled for service at your location.

Certain Machines (and upgrades, as applicable) may contain Machine Code and may also contain Separately Licensed Code (SLC). The following Lenovo website identifies whether an acquired Machine (or upgrade, as applicable) contains Machine Code and/or SLC: <http://support.lenovo.com/>.

Unless specified otherwise, you are responsible for downloading or obtaining from Lenovo, and installing designated Machine Code (microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, and diagnostics delivered with a Lenovo Machine) and other software updates in a timely manner from a Lenovo Internet website or from other electronic media, and following the instructions that Lenovo provides. You may request Lenovo to install Machine Code changes, however, you may be charged for that service.

Some parts of Lenovo Machines are designated as Customer Replaceable Units (“CRUs”). If your problem can be resolved with a CRU (e.g. keyboard, memory, hard disk drive) Lenovo 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 Machine Code or software updates, or with a CRU, Lenovo or its subcontractor or a reseller that has been approved by Lenovo to provide warranty service, 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 Lenovo or its subcontractor or the reseller is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

Lenovo or its subcontractor or the reseller will also manage and 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 Lenovo or its subcontractor or the reseller 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

You agree:

- a. before Lenovo or its subcontractor or the reseller exchanges a Machine or part, to remove all features, parts, options, alterations, and attachments not under warranty service and ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
- b. to obtain authorization from the owner to have Lenovo or its subcontractor or the reseller service a Machine that you do not own;
- c. where applicable, before service is provided:
 - (1) follow the service request procedures that Lenovo or its subcontractor or its reseller provides;
 - (2) backup and secure all programs, data, and funds contained in the Machine; and
 - (3) inform Lenovo or its subcontractor or the reseller of changes in the Machine's location;
- d. to provide Lenovo or its subcontractor or the reseller with sufficient and safe access to your facilities to permit Lenovo to fulfill its obligations;
- e. to allow Lenovo or its subcontractor or the reseller to install mandatory engineering changes, such as those required for safety;
- f. when the type of warranty service requires that you deliver a failing Machine to Lenovo, you agree to ship it suitably packaged, as Lenovo specifies, to a location Lenovo designates. After the Machine has been repaired or exchanged, Lenovo will return the repaired Machine or provide a replacement Machine to you at its expense, unless Lenovo specifies otherwise. Lenovo is responsible for loss of, or damage to, your Machine only while it is: 1) in Lenovo’s possession; or 2) in transit in those cases where Lenovo is responsible for the transportation charges; and
- g. to securely erase from any Machine you return to Lenovo for any reason all programs not provided by Lenovo with the Machine, and data, including without limitation the following: 1) information about identified or identifiable individuals or legal entities (“Personal Data”); and 2) your confidential or proprietary information and other data. If removing or deleting Personal Data is not possible, you agree to transform such information (e.g., by making it anonymous or encrypting it) so that it no longer qualifies as Personal Data under applicable law. You also agree to remove all funds from Machines returned to Lenovo. Lenovo is not responsible for any funds, programs not provided by Lenovo with the Machine, or data contained in a Machine that you return to Lenovo. You acknowledge that, to perform its responsibilities under this Statement of Limited Warranty, Lenovo may ship all or part of the Machine or its software to other Lenovo or third party locations around the world, and you authorize Lenovo to do so.

Limitation of Liability

Circumstances may arise where, because of a default on Lenovo's part or other liability, you are entitled to recover damages from Lenovo. 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’s entire liability for all claims in the aggregate arising from or related to each Machine will not exceed:

- a. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- b. the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term “Machine” includes Machine Code.

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

UNDER NO CIRCUMSTANCES IS LENOVO OR ITS SUPPLIERS, SUBCONTRACTORS, OR RESELLERS 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

Jurisdiction:

The following sentence is added to this section as it applies to countries in bold print below:

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by 1) in **Argentina**; the Ordinary Commercial Court of the city of Buenos Aires; 2) in **Bolivia**; the courts of the city of La Paz; 3) in **Brazil**; court of Rio de Janeiro, RJ; 4) in **Chile**; the Civil Courts of Justice of Santiago; 5) in **Colombia**; the Judges of the Republic of Colombia; 6) in **Ecuador**; the civil judges of Quito for executory or summary proceedings (as applicable); 7) in **Mexico**; the courts located in Mexico City, Federal District; 8) in **Paraguay**; the courts of the city of Asuncion; 9) in **Peru**; the judges and tribunals of the judicial district of Lima, Cercado; 10) in **Uruguay**; the courts of the city of Montevideo; 11) in **Venezuela**; the courts of the metropolitan area of the city of Caracas.

BRAZIL

Exchange of a Machine or Part:

Delete the last sentence:

The replacement assumes the warranty service status of the replaced item.

CANADA

What this Warranty Covers:

The following replaces the 2nd paragraph to this section:

During the warranty period, Lenovo provides repair and exchange service for the Machine under the type of warranty service Lenovo designates for the Machine. The warranty period for the Machine is a fixed period of time starting on its original Date of Installation unless specified otherwise (for example, for certain Machines, the warranty will void if the Machine's usage limitations are exceeded during the specified warranty period). The warranty period, type of warranty service, and service level that apply to your Machine are designated in the product guide for the Machine. Lenovo may require you to provide proof of purchase (for example, a copy of your sales receipt or purchase invoice) to validate warranty entitlement.

Limitation of Liability:

The following replaces item a and item b of this section:

- a. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by Lenovo's negligence; and
- b. the amount of any other actual direct damages, up to the greater of \$100,000.00 or the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term "Machine" includes Machine Code.

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.

PERU**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").

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 paragraphs are added to this section:

The warranties specified in this Section are in addition to any rights you may have under the Australian Consumer Law or other similar legislation and are only limited to the extent permitted by the applicable legislation. Throughout this document "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010.

Where a product we supply to you is, for the purposes of the Competition and Consumer Act 2010 deemed to be a "consumer transaction" (as defined in the Australian Consumer Law) then, in addition to your other rights under our agreement, the following may apply:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Limitation of Liability:

The following is added to this section:

To the extent permitted by law, where Lenovo is in breach of a guarantee under the Australian Consumer Law or other similar legislation, Lenovo's liability is limited, at its option to:

a. for services:

- (1) the supply of the services again or
- (2) the payment of the cost of having the services supplied again; and

b. for goods:

- (1) the repair or replacement of the goods or the supply of equivalent goods; or
- (2) the payment of the cost of having the services supplied again.

Where that guarantee relates to the right to sell, quiet possession or clear title, or if 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, INDONESIA AND LAOS**Governing Law:**

The following replaces "laws of the country in which you acquired the Machine" in the first sentence:
laws of Singapore

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.

As applies to transactions initiated and performed in Hong Kong S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of purchase" and "country of Installation") are replaced with "Hong Kong S.A.R.."

INDIA

Limitation of Liability:

The following replaces item a and item b of this section:

- a. 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
- b. 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. For purposes of this item, the term "Machine" includes Machine Code.

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.

MACAU S.A.R.

As applies to transactions initiated and performed in Macau S.A.R., phrases throughout this Agreement containing the word “country” (for example, “country of purchase” and “country of Installation”) are replaced with “Macau S.A.R..”

MALAYSIA

Limitation of Liability:

The word “SPECIAL” in item 3 of the last 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.

PHILIPPINES

Limitation of Liability:

Item 3 in the last 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 last 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 paragraphs in **Western Europe** (Andorra, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, 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 either (1) a Lenovo reseller approved to perform warranty service or (2) from Lenovo, 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 East or African country, you may obtain warranty service for that Machine from the Lenovo entity within the country of purchase, if that Lenovo entity provides warranty service in that country, or from a Lenovo reseller, approved by Lenovo to perform warranty service on that Machine in that country. Warranty service in Africa is available within 50 kilometers of a Lenovo approved service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of a Lenovo approved service provider.

Governing Law:

The phrase “the laws of the country in which you acquired the Machine” is replaced by:

1) “the laws of England and Wales” in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Montenegro, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan**; 2) “the laws of France” in **Algeria, Benin, Burkina Faso, Cameroon, 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, Libya, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna**; 3) “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**; 4) “the laws of South Africa” in **South Africa, Namibia, Lesotho and Swaziland**; 5) “the laws of Switzerland” in **Liechtenstein**; 6) “the laws of Finland” in **Estonia, Latvia, and Lithuania**;

Jurisdiction:

The following exceptions are added to this section:

1) 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, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**; **Algeria, Benin, Burkina Faso, Cameroon, 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, Libya, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna, South Africa, Namibia, Lesotho and Swaziland, Czech Republic and Poland**; 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; 2) 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; 3) in **France**, 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; 4) 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; 5) 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**; 6) in **the United Kingdom**; both of us agree to submit all disputes relating to this Statement of Limited Warranty to the exclusive jurisdiction of the English courts; 7) in **Liechtenstein**; all of our rights, duties, and obligations are settled exclusively by the competent court of Zurich.

EUROPEAN UNION (EU) BATTERY DIRECTIVE

Notice: This mark applies only to countries within the European Union (EU)

Batteries or packaging for batteries are labeled in accordance with European Directive 2006/66/EC concerning batteries and accumulators and waste batteries and accumulators. The Directive determines the framework for the

return and recycling of used batteries and accumulators as applicable throughout the European Union. This label is applied to various batteries to indicate that the battery is not to be thrown away, but rather reclaimed upon end of life per the Directive.

In accordance with the European Directive 2006/66/EC, batteries and accumulators are labeled to indicate that they are to be collected separately and recycled at end of life. The label on the battery may also include a chemical symbol for the metal concerned in the battery (Pb for lead, Hg for mercury and Cd for cadmium). Users of batteries and accumulators must not dispose of batteries and accumulators as unsorted municipal waste, but use the collection framework available to customers for the return, recycling and treatment of batteries and accumulators. Customer participation is important to minimize any potential effects of batteries and accumulators on the environment and human health due to the potential presence of hazardous substances.

The retail price of batteries, accumulators and power cells includes the cost of the environmental management of their waste. For proper collection and treatment, contact your local Lenovo representative.

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.

Part 3 - Warranty Information

The type of warranty service applicable to your machine is documented in the product guide for the Machine located at www.lenovo.com.

The performance of warranty service is subject to the following: 1) the time your request for service is received; 2) Machine technology and redundancy; and 3) availability of parts. Please contact your local Lenovo representative or the subcontractor or reseller performing services on behalf of Lenovo for country and location specific information.

Types of Warranty Service

Customer Replaceable Unit (“CRU”) / Parts Delivered Service

Lenovo provides replacement CRUs to you for you to install. CRU information and replacement instructions are available at www.lenovo.com or from Lenovo at any time on your request. CRUs are designated as being either a Tier 1 (mandatory) or a Tier 2 (optional) CRU. Installation of a Tier 1 CRU is your responsibility. If Lenovo installs a Tier 1 CRU at your request, you will be charged for the installation. You may install a Tier 2 CRU yourself or request Lenovo to install it, 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 to Lenovo. 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 15 days of your receipt of the replacement.

CRU and Technician Installed Parts (formerly On-site Service)

At Lenovo's discretion you will receive CRU service or Lenovo, its subcontractor or your reseller will repair 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.

CRU and Courier or Depot Service

At Lenovo's discretion you will receive CRU service or you will disconnect the failing Machine for collection arranged by Lenovo. Lenovo will provide you with a shipping container 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, Lenovo will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification of operation.

CRU and Customer Carry-In or Mail-In Service

At Lenovo's discretion you will receive CRU service or you will deliver or mail as Lenovo specifies (prepaid unless Lenovo specifies otherwise) the failing Machine suitably packaged to a location Lenovo designates. After Lenovo has repaired or exchanged the Machine, Lenovo will make it available for your collection or, for Mail-in Service, Lenovo will return it to you at Lenovo's expense, unless Lenovo specifies otherwise. You are responsible for its installation and verification of operation.

CRU and Machine Exchange Service

At Lenovo's discretion you will receive specified CRU service or Lenovo will initiate shipment of a replacement Machine to your location. You must pack the failing Machine into the shipping container that contained the replacement Machine and return the failing Machine to Lenovo. Transportation charges, both ways, are paid by Lenovo. You may be charged for the replacement Machine if Lenovo does not receive the failing Machine within 15 days of your receipt of the replacement Machine. You are responsible for its installation and verification of operation.

Service Levels

Service levels specified below are response-time objectives only and are not guarantees. The specified service level may not be available in all worldwide locations. Charges may apply outside Lenovo's normal service area. Response times are based on local standard business days and working hours. Unless otherwise specified, all responses are measured from the time the customer contacts Lenovo for problem determination until Lenovo has resolved the problem remotely or scheduled service to be performed. Same Business Day Warranty Service (SBD) is based on local standard business days and working hours. Next Business Day Warranty Service (NBD) is based on commercially reasonable effort.

Lenovo encourages you to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in an increased service level response-time due to resource requirements.

1. Next Business Day (NBD), 9X5
2. Same Business Day (SBD), 9X5
3. Same Day (SD), 24X7

Lenovo Contact information

For Lenovo in Canada or the United States, call 1-800-426-7378. For Lenovo in the European Union (EU), Asia Pacific, and Latin America countries, contact Lenovo in that country or visit the Lenovo Internet website: <http://www.support.lenovo.com/>.

Lenovo Limited Warranty

L505-0010-02 08/2011

This Lenovo Limited Warranty consists of the following parts:

Part 1 – General Terms

Part 2 – Country-specific Terms

Part 3 – Warranty Service Information

The terms of **Part 2** replace or modify terms of **Part 1** as specified for a particular country.

Part 1 – General Terms

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

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

What this Warranty Covers

Lenovo warrants that each Lenovo hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase as shown on your sales receipt or invoice or as may be otherwise specified by Lenovo. The warranty period and type of warranty service that apply to your product are as specified in "**Part 3 - Warranty Service Information**" below. This warranty only applies to products in the country or region of purchase.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT AND FOR SUCH DURATION AS REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

How to Obtain Warranty Service

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

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

Customer Responsibilities for Warranty Service

Before warranty service is provided, you must take the following steps:

- follow the service request procedures specified by the Service Provider
- backup or secure all programs and data contained in the product
- provide the Service Provider with all system keys or passwords
- provide the Service Provider with sufficient, free, and safe access to your facilities to perform service
- remove all data, including confidential information, proprietary information and personal information, from the product or, if you are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a product returned or accessed for warranty service
- remove all features, parts, options, alterations, and attachments not covered by the warranty
- ensure that the product or part is free of any legal restrictions that prevent its replacement
- if you are not the owner of a product or part, obtain authorization from the owner for the Service Provider to provide warranty service

What Your Service Provider Will Do to Correct Problems

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

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

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

If your problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the type of warranty service designated for the product under "**Part 3 - Warranty Service Information**" below.

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

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

Replacement Products and Parts

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The

replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

Use of Personal Contact Information

If you obtain service under this warranty, you authorize Lenovo to store, use and process information about your warranty service and your contact information, including name, phone numbers, address, and e-mail address. Lenovo may use this information to perform service under this warranty. We may contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, you authorize Lenovo to transfer your information to any country where we do business and to provide it to entities acting on our behalf. We may also disclose it where required by law. Lenovo's privacy policy is available at www.lenovo.com/.

What this Warranty Does not Cover

This warranty does not cover the following:

- uninterrupted or error-free operation of a product
- loss of, or damage to, your data by a product
- any software programs, whether provided with the product or installed subsequently
- failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials
- damage caused by a non-authorized service provider
- failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation
- products or parts with an altered identification label or from which the identification label has been removed

Limitation of Liability

Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation.

Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.

AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Your Other Rights

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS ACCORDING TO THE APPLICABLE LAWS OF YOUR STATE OR JURISDICTION. YOU MAY ALSO HAVE OTHER RIGHTS UNDER A WRITTEN AGREEMENT WITH LENOVO. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER LAWS OR REGULATIONS GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

Part 2 – Country-specific Terms

Australia

"Lenovo" means Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 10, North Tower, 1-5 Railway Street, Chatswood, NSW, 2067. Telephone: +61 2 8003 8200. Email: lensyd_au@lenovo.com

The following replaces the same section in Part 1:

What this Warranty Covers:

Lenovo warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use and conditions during the warranty period. If the product fails due to a covered defect during the warranty period, Lenovo will provide you a remedy under this Limited Warranty. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Lenovo informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are set forth below in **Part 3 - Warranty Service Information**.

THE BENEFITS GIVEN BY THIS WARRANTY ARE IN ADDITION TO YOUR RIGHTS AND REMEDIES AT LAW, INCLUDING THOSE UNDER THE AUSTRALIAN CONSUMER LAW.

The following replaces the same section in Part 1:

Replacement Products and Parts:

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product. Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Refurbished parts may be used to repair the product; and repair of the product may result in loss of data, if the product is capable of retaining user-generated data.

The following is added to the same section in Part 1:

Use of Personal Contact Information:

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal contact information and request correction of any errors in it pursuant to the Privacy Act 1988 by contacting Lenovo.

The following replaces the same section in Part 1:

Limitation of Liability:

Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation.

Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.

The following replaces the same section in Part 1:

Your Other Rights:

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

For example, our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

New Zealand

The following is added to the same section in Part 1:

Use of Personal Information:

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993 by contacting Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 10, North Tower, 1-5 Railway Street, Chatswood, NSW, 2067. Telephone: 61 2 8003 8200. Email: lensyd_au@lenovo.com

Bangladesh, Cambodia, India, Indonesia, Nepal, Philippines, Vietnam and Sri Lanka

The following is added to Part 1:

Dispute Resolution

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

European Economic Area (EEA)

The following is added to Part 1:

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

Russia

The following is added to Part 1:

Product Service Life

The product service life is four (4) years from the original date of purchase.

Part 3 - Warranty Service Information

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

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

Types of Warranty Service

1. Customer Replaceable Unit (“CRU”) Service

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

2. On-site Service

Under On-Site Service, a Service Provider will either repair or exchange the product at your location. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the Service Provider will send the product to the service center at its expense.

3. Courier or Depot Service

Under Courier or Depot Service, your product will be repaired or exchanged at a designated service center, with shipping at the expense of the Service Provider. You are responsible for disconnecting the product and packing it in a shipping container provided to you to return your product to a designated service center. A courier will pick up your product and deliver it to the designated service center. The service center will return the product to you at its expense.

4. Customer Carry-In Service

Under Customer Carry-In Service, your product will be repaired or exchanged after you deliver it to a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for collection. If you fail to collect the product, the Service Provider may dispose of the product as it sees fit, with no liability to you.

5. Mail-In Service

Under Mail-In Service, your product will be repaired or exchanged at a designated service center after you deliver it at your risk and expense. After the product has been repaired or exchanged, it will be returned to you at Lenovo's risk and expense, unless the Service Provider specifies otherwise.

6. Customer Two-Way Mail-In Service

Under Customer Two-Way Mail-In Service, your product will be repaired or exchanged after you deliver it to a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for return shipping at your risk and expense. If you fail to arrange return shipment, the Service Provider may dispose of the product as it sees fit, with no liability to you.

7. Product Exchange Service

Under Product Exchange Service, Lenovo will ship a replacement product to your location. You are responsible for its installation and verification of its operation. The replacement product becomes your property in exchange for the failed product, which becomes the property of Lenovo. You must pack the failed product in the shipping carton in which you received the replacement product and return it to Lenovo. Transportation charges, both ways, shall be at Lenovo's expense. If you fail to use the carton in which the replacement product was received, you may be responsible for any damage to the failed product occurring during shipment. You may be charged for the replacement product if Lenovo does not receive the failed product within thirty (30) days of your receipt of the replacement product.