

COMMERCIAL TERMS & CONDITIONS FOR THE SALE OF LENOVO PRODUCTS AND SERVICES

Dear Customer

Thank you for choosing Lenovo. Please read these terms and conditions carefully.

These terms, including associated warranty statements, license agreements, and any other related applicable transactional documents (the “**Terms**”) apply to orders for the purchase of Lenovo hardware, software and services by direct commercial and public sector purchasers and commercial end users who purchase through a reseller (“**Customer**”). Unless there is a separate written agreement in place between Customer and Lenovo or a reseller and Lenovo (as applicable) in respect of the same subject matter as these Terms, which agreement shall prevail in case of conflict, these terms constitute the sole and complete terms relating to the purchase of Lenovo Products and/ or Services purchased.

For the avoidance of doubt with regard to any products or services purchased by Customer under Lenovo’s online Personal Computing Device Service Agreement or online Infrastructural Solutions Group Service Agreement terms, those terms shall apply.

Customer and Lenovo may be referred to collectively as the ‘**Parties**’, and each individually as a ‘**Party**’.

By submitting your order or accepting or using Lenovo Products and/or Services, you acknowledge that you agree to the Terms in their entirety.

1. Definitions

Affiliate	with respect to any party or entity that directly or indirectly controls, is controlled by, or is under common control with such party.		The term “Machine” does not include any Programs, whether preloaded with the Machine, installed subsequently, or otherwise.
Confidential Information	means collectively information of the disclosing Party that is not generally known to the public, such as software, product plans, pricing, marketing and sales information, customer lists, “know-how,” or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as Confidential Information.	Machine Code	all code provided for a Machine (including, without limitation, a Machine’s firmware and microcode), excluding code that is licensed under a license agreement other than the license agreement governing use of Machine Code. The term Machine Code specifically includes any whole or partial copy of Machine Code, and any fix, patch, or replacement provided for Machine Code.
Hardware Product	a physical programmable electronic Lenovo-branded or third party-branded device designed to process data and perform logic operations, as well as any related device and may include, without limitation, a personal computer, a server, a storage device, and any related accessory and device.	Price	as applicable, the price payable for a Product or the charge payable for a Service.
Lenovo	The Lenovo entity set forth in the quotation to which these terms are attached, or in which they are referenced, or incorporated.	Product	any Lenovo branded or third-party Hardware Product or Program that Lenovo makes available to Customer. Hardware Products include personal computers, servers, storage devices and accessories. Software products include computer software Programs (whether preloaded or provided separately) and related licensed materials such as documentation.
Machine	a Lenovo-branded Hardware Product (to be identified by a Machine Type) as well as its features, conversions or upgrades.	Program	any Lenovo-branded or third-party software, whether in object code or

	source code form, and whether pre-loaded or provided separately, which is licensed to Customer under a separate license agreement. The term "Program" also includes related licensed materials, such as documentation, but always excludes Machine Code.
Service	the performance of a task, the provision of advice or assistance, or access to a resource that Lenovo makes available to Customer.

Subscription Period	the subscription period for a Product and/or Service as set out in a Transaction Document.
Transaction Document	a separate document referencing and governed by these Terms constituting a separate agreement between the Parties, formed in accordance with Section 2.1. of these Terms.

2. Ordering Process, Prices, Payment and Taxes

- 2.1. Lenovo may send Customer a proposal for a Transaction Document (which may be in the form of a quotation or pricing proposal) pursuant to which Customer may place an order with Lenovo. Lenovo may accept an order electronically or otherwise manifesting assent thereto; or (ii) supplying the Product or Services (or part thereof) subject of the order
- 2.2. Each order accepted by Lenovo pursuant to these Terms constitutes a Transaction Document.
- 2.3. Prices and related costs for Products and Services are set out in the Transaction Document; or between you and a Reseller; or at the point of sale, if ordered online.
- 2.4. Except for credit or debit card transactions, if the Service and/or Product (as applicable) is not paid in advance of shipment or performance, payment of all amounts due to Lenovo on Services and Products are due upon receipt and not later than thirty (30) days of receipt of Lenovo's invoice issuance date. In the event payment is not received by Lenovo on or before the 30th day after the date of invoice, then Lenovo may in addition to any other remedies available in law, at its option, elect to do any one or more of the following:
 - (i) charge interest on the outstanding sum from the due date (both before and after any judgment) at a minimum of one and one half (1.5%) percent per month or the maximum rate permitted by law (ii) suspend any further performance hereunder until such invoice is paid in full; and/or (iii) terminate the Transaction Document; and/or sell any undelivered Products in the open market, in which event, Customer agrees to: (a) be liable for any difference between the resale price obtained by Lenovo and the price thereof, as well as for costs and expenses incurred by Lenovo in

connection with such resale, and interest as provided herein; and (b) immediately pay such difference to Lenovo upon demand. If Customer fails to take delivery of any Product on any scheduled delivery date, Lenovo will store such Product as Customer's agent, and Customer will be invoiced on the 1st day of each month following such scheduled delivery for reasonable administration and storage costs. Customer does not have any right to offset any obligation of Lenovo to Customer against any obligation of Customer to Lenovo.

- 2.5. Customer must pay any applicable sales, use or similar taxes, fees or duties, governmental charges and tariffs on Services and Products, which, where they arise, Lenovo will invoice to the Customer and Customer shall pay in addition to the Price.. Customer becomes responsible for all such additional fees and taxes on (i) Hardware Products and Programs pre-loaded on Hardware Products from the date Lenovo has delivered them to the Lenovo-designated carrier for shipment to Customer, (ii) Programs from the date Lenovo has made them available or accessible to Customer, and (iii) Services from the date on which the Services are provided by Lenovo. Lenovo is solely responsible for paying all taxes on Lenovo's net or gross income.
- 2.6. If Lenovo makes an error in Price information, Lenovo may nevertheless refuse or cancel an order placed for a Product or Service quoted at such Price, even if Lenovo has accepted the order, confirmed the receipt of Customer's order or charged Customer's credit or debit card. If Lenovo has charged Customer's credit or debit card, Lenovo will promptly issue a credit to

Customer's credit or debit card account in the amount of the charge.

- 2.7. If at any point, there is a material change in Lenovo's product costs Lenovo may adjust price even if Lenovo has confirmed the receipt of Customer's order or charged Customer's credit or debit card. If Lenovo has charged Customer's credit or debit card, Lenovo will promptly issue a credit to Customer's credit or debit card account in the amount of the charge.
- 2.8. Each and every delivery of Products is separate, and Customer agrees not to withhold payment on any one delivery, including, without limitation, a partial delivery, because of a controversy relating to any other delivery or to any undelivered Products. In the event of delivery by installments, whether by prior agreement of the Parties or otherwise, delivery of one or more such installments do not relieve Customer of its obligation to accept and pay for remaining installments.

3. Delivery

- 3.1. In the case of electronically delivered Programs, Customer will receive an email with an activation key and download link. Customer is responsible for downloading the Programs and bear risk of loss relating thereto, including the failure of a computer, hard drive, or internet connection. Internet or other connection charges in connection with the download, access, and use of the Program is the Customer's responsibility.
- 3.2. Lenovo shall deliver the Hardware Products to the delivery location or locations specified by the Customer. Delivery is completed on the completion of unloading of the Hardware Products at the delivery Location or locations.
- 3.3. Any dates quoted for delivery of the Hardware Products are approximate only. Without limitation, Lenovo shall not be liable for any delay in delivery of the Hardware Products that is caused by any event detailed in Section 14 or the Customer's failure to provide Lenovo with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware Products.
- 3.4. If the Hardware Products have any apparent defects/damage and/or do not comply with the Specification, Customer may avail itself of the warranties set out in Section 5.1.
- 3.5. When Customer orders any Hardware Products, Lenovo transfers title to Customer upon delivery of the Hardware Products at the Lenovo-designated carrier for shipment to Customer. Lenovo does not transfer

title to any Program, which Program is solely licensed in accordance with its applicable terms and not sold.

- 3.6. At no cost to Customer, each of the Hardware Products supplied by Lenovo will be covered by insurance, arranged, managed and paid for by Lenovo or one of its Affiliates for Customer, covering the period until the Hardware Products are delivered to Customer.

4. Returns

- 4.1. If for any reason, whether based on applicable law or on a specific contractual provision under this Contract, Customer is entitled to return a Hardware Product to Lenovo, Customer is responsible, before returning the Hardware Product for: (i) resetting the system to its original factory settings as provided by Lenovo to Customer; (ii) ensuring that such Hardware Product is entirely free of any Customer or third party security interest or deposit; and (iii) securely erasing any Customer or third party personal and other data stored on the Hardware Product. If Customer fails to do so, Lenovo shall be entitled to erase all such stored data. Lenovo is not responsible to maintain any program or other data stored in or on any returned Hardware Product and will not be liable for any such data. Lenovo may operate disposal procedures according to Lenovo defined processes and in accordance with applicable laws.

5. Warranties

- 5.1. **Warranty for Machines.** Lenovo's statement of warranties for machines can be located at <https://support.lenovo.com/us/en/solutions/ht100132-lenovo-statement-of-limited-warranty> for personal computers and <https://support.lenovo.com/gb/en/solutions/ht503310> for infrastructural devices.
- 5.2. **Warranty for Refurbished Machines.** Lenovo may provide Customer with refurbished or pre-owned machines under a Transaction Document. "Refurbished Machines" means a machine which has been rejected by a previous Customer, repaired, upgraded or improved for resale, sometimes using used parts. In relation to Refurbished Machines, the level and term of warranty will be dependent on Refurbished Machine model, condition, assigned 'tier' of condition, branding, promotion or location. Refurbished Machines may have cosmetic imperfections or defects.
- 5.3. **Warranty for Services.** Lenovo warrants that it will perform each Service using reasonable care and skill and according to its current description, including any

completion criteria, contained in these Terms. Customer must provide timely written notice to Lenovo of any failure to comply with this warranty not later than thirty (30) days after completion of the Service at issue identifying the failure with reasonable particularity, in order that Lenovo may take corrective action as specified in the following sentence. Lenovo will either correct the failure or provide a credit of the charges paid to Lenovo for the defective portion of the Services. Such corrective action is the Customer's sole remedy for a breach of Section 5.3.

5.4. Programs are licensed under the terms of the license agreement accompanying the Program including any warranty provisions.

5.5. **Specific Exclusions.** Lenovo warranties are made to and for the benefit solely of Customer or applicable Customer Affiliate and are non-transferable. The warranties will not apply to Hardware Product:(i) that: (a) has been subjected to misuse, accident, unauthorized modification, improper installation, damage or mishandling, or rendered inoperable due to willful or negligent acts or omissions; (b) has been operated in an unsuitable physical or operating environment or contrary to the applicable documentation published by Lenovo; (c) has been subjected to natural disasters, power surges or discharge, or unauthorized maintenance; or (d) is incapable of being tested by Lenovo under its normal test conditions; or (ii) that is sold for beta, evaluation, testing or demonstration purposes. Lenovo shall not be liable under this Section 5 for claims arising from Customer's, its Affiliates' or their subcontractors', or any unauthorized Third-Party's misuse, neglect, improper installation or testing, attempts to repair, or any other cause beyond the range of the intended use of the Hardware Product. The Hardware Product warranty will become void if a Hardware Product component is installed as an add-on to or replacement for the original Hardware Product, without Lenovo's prior written approval. Unless otherwise agreed or mandated by statute, such warranties do not apply to: (1) any third-party Hardware Product, including those that Lenovo may provide or integrate into a Machine at Customer's request; or (2) any Program, whether provided with a Hardware Product or installed subsequently. The warranties stated in this Section 5 do not include any technical support, such as assistance with "how-to" questions and those regarding Hardware Product set-up and installation; and (such warranties will be void due to the removal

or alteration of identification labels on a Hardware Product or its parts by Customer, its employees or Affiliates).

6. Additional Customer Obligations

6.1. In addition to any other terms and conditions set out in a Transaction Document relating to the provision of Services, Customer will co-operate in all matters relating to the Services including at no extra charge provide Lenovo with sufficient and safe access (including remote access authorized to Customer's facilities, systems, information, personnel, and resources).

6.2. Lenovo is not responsible for any delay in performing or failure to perform the Services because of a delay by Customer in providing such access or performing any responsibilities assigned to the Customer.

6.3. Customer must obtain any third-party approvals, consents, licenses or permissions in order for Lenovo to perform the Services. Failure to promptly obtain these consents will relieve Lenovo of its obligation to perform the Services and Customer will reimburse Lenovo for any costs and other amounts related to Customer's failure to obtain any of the foregoing.

6.4. Customer will at all times remain responsible for the implementation and management of its own data backup and recovery arrangements for any data stored on any Customer Hardware Products.

6.5. Unless otherwise agreed in a Transaction Document, Customer is responsible for: (i) any data, and the content of any database stored on the Hardware Products or that it makes available to Lenovo in connection with this Agreement; and (ii) the selection and implementation of procedures and controls regarding access to its data, and the security, encryption, protection from unauthorized use, and transmission of data.

6.6. Customer may assign an appropriate number of suitably skilled Customer personnel to work with Lenovo during the delivery of the Services as well as assign a point of contact to support the execution and completion of the Services.

6.7. Each Party must assign personnel that are reasonably qualified to perform the tasks required of it, and be solely responsible for the supervision, direction, control, and compensation of its personnel. Subject to the foregoing, the Parties and their relevant Affiliates may in their

sole discretion determine the assignment of their personnel and contractors. Lenovo may delegate any of its rights and obligations under to an Affiliate.

- 6.8. **General Exclusions. EXCEPT AS MAY BE SET OUT ABOVE AND TO THE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH UNDER SECTION 5 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHICH LENOVO HEREBY EXPRESSLY DISCLAIMS. UNLESS OTHERWISE EXPRESSLY SPECIFIED, ALL SOFTWARE, MACHINE CODE, PROGRAMS, SERVICES, SUPPORT AND ALL THIRD-PARTY PRODUCTS AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, AND LENOVO MAKES NO WARRANTY THAT ANY PRODUCT WILL OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. THIRD PARTY MANUFACTURERS, SUPPLIERS, DEVELOPERS, SERVICE PROVIDERS, LICENSORS OR PUBLISHERS' MAY SEPARATELY PROVIDE THEIR OWN WARRANTIES TO CUSTOMER.**

7. Limitation of Liability

- 7.1. Except as expressly stated Lenovo shall not be liable to the Customer for any of the following even if Lenovo is informed of their possibility or foreseeable and whether the claim arises in contract, tort, (including gross negligence where legally permissible) or otherwise: (i) third-party claims for damages; (ii) loss of access to, or loss or damage or corruption to data; (iii) special, incidental, indirect, punitive, exemplary or consequential damages; (iv) loss of profits, business, revenue, goodwill or anticipated savings; (v) loss of use; or (vi) wasted management time.
- 7.2. The maximum cumulative liability of a Party to the other Party for all actions arising out of or related a Transaction Document, regardless of the form of the action or the theory of recovery, is limited to actual direct damages, not to exceed the total amount paid or payable by Customer to the Lenovo in the twelve (12) months preceding the date the first claim.
- 7.3. The provisions of Sections 7.1 and **Error! Reference source not found.** will also limit the liability of Lenovo,

its subcontractors, suppliers and program developers, collectively, to Customer.

- 7.4. The provisions of Sections 7.1 and **Error! Reference source not found.** will not apply to (i) either Party's obligations under Sections 9 "*Intellectual Property Indemnification*", (ii) Customer's obligation to indemnify under Section 13 (iii) all fees (including any applicable termination fees), costs, expenses, payments and charges due or otherwise payable by Customer to Lenovo from time to time.
- 7.5. The provisions of this Section 7 will not apply to the extent prevented or restricted by mandatory applicable law (including without limitation in relation to fraud) that cannot be amended or excluded by contractual waiver.

8. Intellectual Property Rights

- 8.1. Lenovo and its suppliers retain ownership of all their pre-existing intellectual property as well as intellectual property rights that were developed outside of these Terms and any modifications or enhancements of such intellectual property that may be made. To the extent they are embedded in any materials, Products or Services, such intellectual property is licensed or their separate licenses provided to or agreed with Customer.
- 8.2. Lenovo and its suppliers will own all intellectual property rights created as part of a Services transaction.
- 8.3. Each Party grants the other only the licenses and rights expressly specified. Unless agreed by the Parties in a separate license agreement, no other licenses or rights to Products (including licenses or rights under any patent, copyright, trademark or any other intellectual property right) are granted either directly, by implication, or otherwise by either Party.
- 8.4. The rights and licenses granted to Customer may be terminated by Lenovo if Customer fails to fulfil its applicable payment obligations.
- 8.5. Unless otherwise agreed, neither Party grants the other the right to use its or any of its Affiliates' trademarks, trade names, logos or other designations in any promotion or publication without prior written consent.

9. Intellectual Property Indemnification

- 9.1. Lenovo will indemnify, defend, and hold Customer harmless from and against any third-party claim that Lenovo-branded Products infringe or misappropriate

any intellectual property rights of that third party. This defense will be at Lenovo's expense.

- 9.2. The above indemnification obligation is contingent on Customer (1) Promptly notifying Lenovo in writing of the claim; (2) Allowing Lenovo sole control of the defense and any settlement; (3) Provide full and timely cooperation in the defense of the claim; and (4) Customer is and remains in compliance with these Terms. For the avoidance of doubt, Lenovo will not be responsible for any costs, expenses or compromise incurred or made by Customer in connection with a claim without Lenovo's prior written consent.
- 9.3. The foregoing is Lenovo's entire obligation to Customer, and Customer's exclusive remedy, regarding any such claim.

10. Title and Risk of Loss

- 10.1. Except where they are subject of a Subscription Period, in which case title will remain with Lenovo or the owner of the Hardware Product, title to Hardware Products will pass to Customer upon shipment by Lenovo.
- 10.2. Lenovo bears the risk of loss for Hardware Products until they are delivered to the location specified in Customer's order. Customer assumes risk of loss after delivery to the specified location.

11. Data Privacy

- 11.1. Lenovo will collect, access, retain and, as appropriate, process and share data in accordance with its data privacy policy located here, <https://www.lenovo.com/us/en/privacy/>
- 11.2. Lenovo may transfer Personal Information to perform its data processing obligations. Please refer to <https://www.lenovo.com/us/en/privacy/>

12. Product Changes

- 12.1. Lenovo may change or discontinue Products at any time. In such event, Lenovo may fulfill Customer's order with a Product that has the functionality and performance as the Product ordered by Customer.

13. Export Regulations

- 13.1. Any use, export, re-export, or transfer in-country, either directly or indirectly, of Products and technical data supplied by Lenovo is subject to applicable export laws and regulations, including without limitation those of the United States and the European Union. Customer is responsible for compliance with all applicable export laws and regulations when using, exporting, re-exporting, or transferring in-country, directly or

indirectly, any such Product or technical data. Customer shall defend, indemnify and hold Lenovo and its Affiliates harmless from any claim, damage, liability or expense (including but not limited to reasonable attorneys' fees, costs of investigation, and costs of defense) arising out of or in connection with any violation of this Section 13 "Export Regulations".

- 13.2. In the event Customer is listed as a restricted party on any sanctions list including, but not limited to, the United Nations Sanctions List, United States Treasury Department's Office of Foreign Asset Control Specially Designated National List, and the United States Department of Commerce's Denied Parties List, Entity List, or Unverified List these Terms will be automatically terminated and Lenovo will have no further obligations to Customer until it is no longer designated a restricted party.

14. Force Majeure

Except for payment obligations, Lenovo will not be liable for any failure or delay in the performance of its obligations, to the extent such failure or delay is caused by: fire, flood, earthquakes, accidents, explosions or other elements of nature; acts of war; terrorism, riots, strikes, labor stoppages, civil disorders, rebellions or revolutions; epidemics or pandemics, communication line or power failures; acts or directions of government, governmental laws or regulations whether valid or invalid (including but not limited to priorities, requisitions, allocations, imposed tariffs, import/export quotas, and price adjustment restrictions) court orders; or directions from any officer, department, agency or committee for the purposes of national defense or national interest; or any other cause beyond the reasonable control of Lenovo.

15. Governing Law and Venue

- 15.1. These Terms are governed under the laws of the country in which Lenovo is located, without regard to its conflict of law principles. and any dispute will be brought before the competent courts where Lenovo's main offices are located in such country. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16. Term and Termination

- 16.1. These Terms are effective on the earlier of a Transaction Document being concluded or Customer acceptance of these Terms and continue until terminated in accordance with this Section 16 and/ or

the term of any associated Transaction Document, subscription or online purchase.

- 16.2. Unless set out in a Transaction Document, either Party may terminate these Terms for material breach by the other Party if such other Party has failed to cure the breach within a reasonable period of no less than 30 days as set out in writing by the other Party. The termination of these Terms will not affect any other orders or transactional documents.
- 16.3. Lenovo may (i) assign these Terms and any Transaction Documents in whole or in part to any of its Affiliates and (ii) either Party may assign these terms and conditions to a successor organization by merger or acquisition. Neither (i) nor (ii) require the consent of the other Party except, in the case of (ii) where the proposed successor entity of Customer is a competitor incurred by Lenovo. Lenovo may assign its rights to receive payments without Customer's consent.

17. Miscellaneous

- 17.1. Customer may not bring an action arising out of or related to these Terms more than twenty-four (24) months after the cause of action arose. The rights and obligations of each Party are valid only in the jurisdiction in which the transaction is performed or, if Lenovo agrees, where the Product is placed in productive use, except that all licenses are valid as specifically granted. Nothing in these Terms affects any statutory rights of consumers that cannot be waived or limited by contract.
- 17.2. Unless otherwise agreed in writing in advance by Lenovo, Products and Services are sold under this Agreement for Customer's own use and not for onward resale, lease or rental.
- 17.3. The Parties are independent contractors. Neither these Terms nor any transaction hereunder create relationships of principal and agent, joint venturers, partners, or employer or employee as between Customer and Lenovo or their respective Affiliates.
- 17.4. Either Party may enter into similar agreements with others to develop, acquire, or provide competitive products and services.
- 17.5. No third-party beneficiaries are intended to benefit from these Terms. To the fullest extent permitted by applicable law: (i) no right or cause of action arises or is created, irrespective of whether in contract, tort, under the law or otherwise, in favor of any third Party or any transaction hereunder; and (ii) no Third Party has any right to enforce any of these Terms or of any

agreement associated with any transaction hereunder, except that Lenovo's suppliers may avail themselves of Section 7.

- 17.6. Customer is responsible for selecting the Products and Services that meet its needs and for the results obtained from the use of the Products and Services, including Customer's decision to implement any recommendation concerning Customer's business practices and operations. Customer must not rely on Lenovo for any of the foregoing.
- 17.7. Where approval, acceptance, consent or similar action by Customer is required such action will not be unreasonably delayed, conditioned or withheld.

18. Confidentiality

- 18.1 Each Party must treat all Confidential Information received from the other Party as it would treat its own confidential information generally, but with no less than a reasonable degree of care. Each Party must not disclose such information to any persons (other than their own employees, consultants and service agencies having a need to know and having been bound by a written agreement to protect the Confidential Information) without the other Party's prior written consent. This Section does not extend to information which was rightfully in the possession of such Party prior to the receipt of the Confidential Information from the other Party, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Section) or which is trivial or obvious. Each Party must ensure their employees and consultants understand and comply with this Section. The foregoing obligations as to confidentiality will survive any termination of a Transaction Document between both Parties.