

Lenovo ThinkPad Protection Accidental Damage Form:

Completed ThinkPad Protection Accidental Damage Form must always be submitted to your authorized Lenovo service provider prior any accidental damage repair can commence.

This part is to be completed by customer/user.

Name		Phone	
Address			
Email			
Type and Model number			
Serial number			
How did the accident happen?			
Who caused the damage?			
What parts appears to be damaged?			

I understand the responsibilities I have and that damage caused by misuse or abuse is not covered by the Lenovo warranty or ThinkPad Protection.

Date: _____ Signature: _____

This part is to be completed by Lenovo Authorized Service Provider only.

Lenovo Claim number		
Damage covered by TPP	Yes: _____	No: _____ If no, what is reason for rejection?
Reason for rejection (only to be filled if service request has been rejected)		



Accidental Damage Protection Services Agreement

Important Notice

Please read the following terms carefully. If you do not agree with these terms, do not use the Services or complete any registration process, and contact the seller of your Lenovo product within thirty (30) days for a refund. You agree that by: (1) using or registering a Service; or (2) failing to reject these terms within thirty (30) days you have accepted these terms.

1. WHAT THIS AGREEMENT COVERS

This Accidental Damage Protection Services Agreement (“Agreement”) is the complete agreement between you and Lenovo regarding accidental damage protection (the “Service”) for the products specified in your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between you and Lenovo regarding the Service. Any additional or different terms in any order or written communications from you shall be void and of no effect. Service purchased under this Agreement will be provided as described in this Agreement. The Service is available in the country or region in which you purchased your product. The Service may also be available in other countries or regions at Lenovo’s sole discretion on a reasonable efforts basis.

2. DAMAGE PROTECTION SERVICE

a. Covered Product: The “Covered Product” is your notebook, all-in-one, desktop, or tablet computer identified on your invoice or order confirmation.

b. Scope of Service. If the functionality of the Covered Product is impacted by an operational or structural failure caused by: (i) liquid spills on the keyboard, (ii) unintentional bumps or drops of the Covered Product from not more than fifteen (15) feet or five (5) meters, (iii) an electrical surge that damages the Covered Product’s circuitry, or (iv) the failure of the integrated LCD screen, Lenovo will repair or replace (in its sole discretion) the Covered Product; provided, however, that the damage to the Covered Product is caused by an accident and is unintentional.

c. Covered Product Features. This Agreement covers components installed in your Covered Product at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen, optional features installed by Lenovo at the time of purchase, and other components that Lenovo includes as a standard feature with the Covered Product. **THIS AGREEMENT DOES NOT COVER THE FOLLOWING:** batteries, light bulbs, memory disks, wire connections, AC adapters, carrying cases or folios, stylus or digitizer pens, cradles, docking stations, port replicators, external keyboards, printers, scanners, external drives, software (preloaded or purchased separately), tapes, CDs, DVDs, film or other media, external modems, external speakers, monitors, external mice or other input/output devices, any other components not internal to the Covered Product, optional features not installed by Lenovo at the time of purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo, or any products repaired by anyone other than Lenovo or a service provider authorized by Lenovo.

d. Coverage Period. The period of Service shall begin on the warranty start date of the Covered Product. It will expire at the end of the period specified in your invoice. The coverage period terminates immediately if your product is replaced under this Agreement. **FOR TABLET PRODUCTS ONLY:** If your tablet product is repaired under this Agreement, your tablet product is not eligible for another repair of a different issue under this Agreement for twelve (12) months.

e. Waiting Period. When Service is purchased subsequent to the purchase of your Covered Product, you may not exercise your rights to Service for thirty (30) days from the purchase date of the Service. Lenovo reserves the right to inspect your Covered Product prior to agreeing to provide Service, when Service is purchased subsequent to the purchase of your Covered Product.

f. Obtaining Service. To obtain Service, contact Lenovo or a Lenovo-authorized service provider (each a “Service Provider”). You must follow the problem determination and resolution procedures specified by the Service Provider. The Service Provider may attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. Some problems with your Covered Product 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. 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. There may be additional charges for installation of a Self-service CRU.

If the problem with your Covered Product cannot be resolved over the telephone or by the installation of a CRU, the Service Provider will arrange for Service as described below.

If you are entitled to on-site warranty service under the Lenovo Warranty Services Agreement and the Service Provider determines your Covered Product can be repaired at your location, then the Service Provider will repair or exchange your Covered Product at your location. Service is available during normal business hours, Monday through Friday, excluding holidays. Some repairs may need to be completed at a service center. If so, the Service Provider will send the Covered Product to the service center at its expense.

If you are not entitled to on-site warranty service under the Lenovo Warranty Services Agreement, or your Covered Product cannot be repaired at your location, your Covered Product will be repaired or exchanged at a service center. You are responsible for disconnecting your Covered Product and packing it in the provided shipping container to return your Covered Product to the designated service center. Shipping expenses will be paid by the Service Provider. A courier will pick up your Covered Product and deliver it to the service center. The Service Provider will return the repaired or replacement product to you at its expense.

You must (i) provide the Service Provider with sufficient, free, and safe access to your facilities to perform the necessary Service; (ii) remove all data, including confidential information, proprietary information and personal information, from your Covered 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; (iii) remove all features, parts, options, alterations, and attachments not covered by the Service; (iv) ensure that your product or part is free of any legal restrictions that prevent its replacement; and (v) if you are not the owner of a product or part, obtain authorization from the owner for the Service Provider to provide Service.

When the Service involves the replacement of your product or a part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. You must return the replaced product or part as designated by the Service Provider. 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.

3. WHAT THIS AGREEMENT DOES NOT COVER

This Agreement does not cover the following:

- a. Normal wear and tear of the Covered Product;
- b. Parts intended to be replaced or consumed (e.g., batteries), or those components listed in Section 2.c of this Agreement;
- c. Cosmetic damage (e.g. scratches, dents, or cracks that do not affect the Covered Product's functionality or structural integrity);
- d. Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environments, improper maintenance by anyone other than Lenovo-authorized service providers, removal of original parts or alteration of a Covered Product or identification labels;
- e. Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids;
- f. Theft, loss or damage from fire, flood, or natural disaster, war, terrorism, acts of God or other events outside the reasonable control of the parties.

4. PAYMENT

Payment must be received by Lenovo in advance of providing the Service. If you do not register with Lenovo, you will be required to provide your proof of purchase as evidence of your entitlement to Service. You are responsible for any taxes related to the Service.

5. WARRANTY

Lenovo warrants that Services will be performed using reasonable care and skill.

TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, 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, CONTRACTORS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE COVERED PRODUCT.

7. GENERAL

None of the information exchanged between us is confidential or proprietary, including any information you disclose over the phone or electronically.

Lenovo and our related companies may process, store and use information about your transaction and your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill your Service. We may also contact you to notify you about any product recall, safety issue or service actions. Where permissible under applicable law, we may use this information to inquire about your satisfaction with our products or services or to provide you with information about other products and services. You may decline to receive any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any country where we do business; we may provide it to entities acting on our behalf; or we may disclose it where required by law. We will not, however, sell or otherwise transfer personally identifiable information you provide to any third parties for their own direct marketing use without your consent.

If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in effect.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Each of us grants the other only the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.

Neither of us will bring a legal action arising out of or related to this Agreement or Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract. Neither of us is responsible for failure to fulfill obligations due to causes beyond their control.

Either of us may communicate with the other by electronic means and such communication shall be deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.

Each of us will comply with any laws and regulations that are applicable to this Agreement.

You may not assign this Agreement, in whole or in part, without the prior written consent of Lenovo.

Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.

Both you and Lenovo consent to the application of the laws of the jurisdiction where the Service is purchased to govern, interpret, and enforce our respective rights, duties, and obligations under or relating to this Agreement, without regard to conflict of law principles. Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.