



# Lenovo Education Warranty (Australia & New Zealand) Terms & Conditions

## 1. Introduction

Lenovo (Australia & New Zealand) Pty Limited (**Lenovo**) is pleased to provide Lenovo Education Support (the **Service**) pursuant to these terms and conditions.

## 2. Important Notice – Consumer Law

THESE TERMS AND CONDITIONS GIVE 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.

Lenovo is required by the Australian Consumer Law to include the following statement:

*Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:*

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

*You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.*

## 3. Definitions

<b>AEST</b>	means Australian Eastern Standard Time.
<b>CRU</b>	means Customer Replaceable Unit (i.e. where a Warrantable Incident can be resolved through the provision of a Part by Lenovo for You to self-install).
<b>Extended Warranty</b>	means the Lenovo Extended Warranty between You and Lenovo for Your supported Lenovo Product(s).
<b>Lenovo</b>	means Lenovo (Australia & New Zealand) Pty Limited (ABN 70 112 394 411) of Level 4, 12 Help Street, Chatswood NSW 2067.
<b>Limited Warranty</b>	means the Lenovo Limited Warranty between You and Lenovo for Your supported Lenovo Product(s).
<b>NBD</b>	means Next Business Day.
<b>Part(s)</b>	means a genuine product or part provided by Lenovo which may not be new but will be in good working order and at least functionally equivalent to the original Lenovo product or part.
<b>Product</b>	means any Lenovo branded or third party hardware or software that Lenovo makes available for purchase by You. Hardware Products include personal computers, servers, storage devices and accessories. Software Products include computer software Programs (whether pre-loaded or provided separately) and related licensed materials such as documentation.
<b>Program</b>	means a software Product.



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<b>RTD</b>	means Return to (Lenovo) Depot.
<b>Service</b>	means Lenovo Education Support (Australia), the scope of which is defined in these terms and conditions.
<b>TAM</b>	means Technical Account Manager.
<b>Warrantable Incident</b>	means a defect in materials and/or workmanship under normal use during, and per the terms of, Lenovo's Limited Warranty and Extended Warranty applicable to Your supported Lenovo Product(s).
<b>You or Your</b>	means you, the purchaser of the Service.

#### 4. What these terms and conditions cover

- 4.1 To the extent permitted by law, these terms and conditions - together with the Lenovo Limited Warranty and any Lenovo Extended Warranty - are the complete agreement between You and Lenovo regarding the Service.
- 4.2 You agree these terms and conditions supersede and replace any prior oral or written communications between you and Lenovo (or Lenovo Authorized Reseller) regarding the Service.
- 4.3 Any additional, amended or different terms in any order or written communications from You shall be void and of no effect.
- 4.4 These terms and conditions are only valid in Australia & New Zealand

#### 5A. Standard Lenovo Education Warranty – Scope of Service

- 1.Scope:** This warranty offering covers damage arising from use, including:
  - Impact damage
  - Liquid damage
  - Electrical surges
  - All parts and labour costs are covered under this warranty (excluding accessories & peripherals)
- 2. Warranty Claim Process:** To initiate a Warranty Claim under this package:
  - 1. Provide details about the incident, including location and time
  - 2. Furnish a thorough description of the event
  - 3. Include a photo of the affected device
- 3. Replacement Product Limitation:** Only one replacement product is allowed. If the cost per Warranty Claim or per product exceeds the original product price, Lenovo will replace the product at their discretion.
- 4. Purchase Window:** Lenovo Education Warranty can be purchased within 30 days from the hardware purchase date.
- 5. Service Entitlements:** The service for the Lenovo Education Warranty Replacement product aligns with the remaining service term of the original product (if any).
- 6. Eligible Models:** Lenovo Education Warranty is available for purchase only on selected Education Models:
  - TP Entry
  - TP Mainstream
  - SMB Entry
  - SMB Mainstream
- 7. Service Availability:** Service is available in the country or region where Education Warranty coverage is purchased. Coverage is not transferable if the system travels to another country.



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**8. Contact Centre:** Lenovo will provide You with Standard Support Contact Centre.

The Support Contact Centre will facilitate:

- a) Remote troubleshooting and diagnostic assistance (including possibly connecting to Your system or Products over a secure internet connection);
- b) Unscripted troubleshooting available through phone or email from 9am to 5pm AEST
- c) Hardware Product and operating system support (for original operating system supplied with hardware Product only);
- d) Information regarding Your Warrantable Incident case management to help track, progress and close;
- e) Validation of Your Product serial number and Service entitlements;
- f) In determining whether Your issue is a Warrantable Incident; and determine whether Your Warrantable Incident can be resolved via one of the following (at Lenovo's discretion):
  - Remote resolution as described in **10** below;
  - On-site NBD Service (for hardware Products only); and
  - Return to depot Service (for hardware Product remedies that cannot take place in the field)

**9** Upon service request, Lenovo will provide You with an assigned Service agent. The service agent will facilitate escalation management and a single point of contact for account wide warranty Incident management.

**10** Warranty Incident Resolution – Remote via Support Contact Centre

Post completion of Support Contact Centre troubleshooting, if required (as determined by Lenovo). Lenovo will remotely attempt to address and resolve your warranty Incident.

## **5B. Advanced Lenovo Education Warranty – Scope of Service**

**1.Scope:** This warranty offering covers damage arising from use, including:

- Impact damage
- Liquid damage
- Electrical surges
- All parts and labour costs are covered under this warranty (excluding accessories & peripherals)

**2. Warranty Claim Process:** To initiate a Warranty Claim under this package:

4. Provide details about the incident, including location and time
5. Furnish a thorough description of the event
6. Include a photo of the affected device

**3. Replacement Product Limitation:** Only one replacement product is allowed. If the cost per Warranty Claim or per product exceeds the original product price, Lenovo will replace the product at their discretion.

**4. Purchase Window:** Lenovo Education Warranty can be purchased within 30 days from the hardware purchase date.

**5. Service Entitlements:** The service for the Lenovo Education Warranty Replacement product aligns with the remaining service term of the original product (if any).

**6. Eligible Models:** Lenovo Education Warranty is available for purchase only on selected Education Models:

- TP Entry
- TP Mainstream
- SMB Entry
- SMB Mainstream

**7. Service Availability:** Service is available in the country or region where Education Warranty coverage is purchased. Coverage is not transferable if the system travels to another country.



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**8. Contact Centre:** Lenovo will provide You with an Education Support Contact Centre.

The Education Support Contact Centre will facilitate:

- a) Remote troubleshooting and diagnostic assistance (including possibly connecting to Your system or Products over a secure internet connection);
- b) Unscripted troubleshooting available through phone or email from 7am to 7pm AEST
- c) Hardware Product and operating system support (for original operating system supplied with hardware Product only);
- d) Information regarding Your Warrantable Incident case management to help track, progress and close;
- e) Validation of Your Product serial number and Service entitlements;
- f) In determining whether Your issue is a Warrantable Incident; and determine whether Your Warrantable Incident can be resolved via one of the following (at Lenovo's discretion):
  - Remote resolution as described in **10** below;
  - On-site NBD Service (for hardware Products only); and
  - Return to depot Service (for hardware Product remedies that cannot take place in the field)

**9.** Lenovo will provide You with a designated, Australian based TAM. The TAM will provide escalation management and a single point of contact for account wide warranty Incident management. TAM services will be engaged via Education Support Centre and assigned to a Technical Account Manager on a per incident basis.

10 Warranty Incident Resolution – Remote via Lenovo Education Support

Post completion of Education Support Contact Centre troubleshooting, if required (as determined by Lenovo). Lenovo will remotely attempt to address and resolve your warranty Incident.

## 6 Your Responsibilities

### General

In order to receive the Service, Lenovo requires You to:

- (a) have obtained the necessary permissions to enable Lenovo to access and use Your Products (including any software, data or other information contained within);
- (b) have obtained the necessary permissions to enable Lenovo to attend Your registered location;
- (c) cooperate with, and follow the reasonable instructions of, the Lenovo TAM or Lenovo Education Support Contact Centre;
- (d) have the necessary permissions to allow Lenovo to remotely connect to Your Product or system as required to remotely troubleshoot Your Product;
- (e) where Lenovo provides any NBD Onsite Labour at Your registered location, You will provide (at no cost) a safe and sufficient working environment (including access to Your facilities or other electrical products) required to allow Lenovo to provide the Service;
- (f) ensure You maintain the latest minimum release levels or configurations required for the Lenovo Products (per [support.lenovo.com/au/en/](http://support.lenovo.com/au/en/)); and
- (g) complete a back-up of all data, information, software and other applications on your Products prior to any Service. You are also responsible for removing any confidential, personal or other proprietary information from your Product as well as any removable media.



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## 7 Exclusions

### General

The following are excluded from the scope of the Services:

- (a) installation or de-installation services;
- (b) relocation services;
- (c) training services;
- (d) cosmetic services, support or accessories;
- (e) third party product or software support outside of original operating system support;
- (f) software, spyware, malware or other virus or malicious software removal;
- (g) back-up services;
- (h) advanced wireless, networking or remote installation, set-up or optimization services;
- (i) scripting, programming, software or database design, implementation, development or other programming support;
- (j) repairs necessitated by software problems;
- (k) repairs or support as a result of support, fix, alternation, adjustment or repair by a party other than Lenovo or a Lenovo authorized service provider;
- (l) uninterrupted or error-free operation of a Product;
- (m) loss of, or damage to, Your data;
- (n) 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;
- (o) peripheral or third party products, even if installed by Lenovo; and
- (p) consumable products such as batteries other than as provided as part of the Services.

## 8 Other Terms

**8.1** Lenovo warrants the Services will be performed with reasonable care and skill.

### 8.2 Replacements

- (a) When a 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.
- (b) Only unaltered Lenovo Products and Parts are eligible for replacement. The replacement Product or Part provided by Lenovo will be in good working order and functionally equivalent to the original Product or Part. The replacement Product or Part may not be new.



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(c) Except to the extent permitted by law, the replacement Product or Part shall be warranted for the balance of the period remaining on the original Product.

(d) Products and Parts presented for repair may be replaced by refurbished Products or Parts of the same type rather than being repaired. Products and Parts that are repaired may be repaired using refurbished Parts. Product repair may result in loss of data, if the Product to be repaired is capable of retaining user-generated data.

## 9. Limitation of Liability

**9.1** Lenovo is responsible for loss or damage to Your Product only while it is in Lenovo's possession or in transit if Lenovo is responsible for the transportation.

**9.2** Neither Lenovo nor any Lenovo service provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a Product.

**9.3** Lenovo, including its officers, employees, affiliates, suppliers, resellers, or service providers, shall not be liable for any of the following even if informed of their possibility and regardless of whether the claim is based in contract, tort, warranty, negligence, strict liability or other theory of liability:

- (a) third-party claims for damages;
- (b) loss of, disclosure of, or damage to, data or confidential or proprietary information;
- (c) special, incidental, consequential, punitive or indirect damages; or
- (d) any loss of profits, business, revenue, goodwill or anticipated savings.

In no case shall the total liability of Lenovo, its officers, employees, affiliates, suppliers, resellers or service providers for damages from any cause exceed the amount of actual direct damages, nor the amount paid for the service.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to You.

## 10. General

**10.1** Any information exchanged between Lenovo and You is not confidential or proprietary, including any information You disclose over the phone or electronically.

**10.2** Products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications, at anytime, without notice. Lenovo makes every effort to ensure the accuracy of all information but is not liable or responsible for any editorial, photographic, or typographic errors. Images are for illustration purposes only. For full Lenovo product, service, and warranty specifications, visit [www.Lenovo.com](http://www.Lenovo.com). Lenovo and the Lenovo logo are trademarks or registered trademarks of Lenovo. Other company, product, and service names may be trademarks or service marks of others.

## 11. Privacy:

- (a) If You obtain this Service, your contact information, including name, phone numbers, address, and e-mail address may be collected by Lenovo from You directly or from our authorized service providers and used in connection with performing the Service.
- (b) Lenovo may also contact You to inquire about Your satisfaction with the Service or to notify You about any product recalls or safety issues.
- (c) In accomplishing the above purposes, Lenovo may provide Your information to a third party or related entity Lenovo uses to support it in providing the Service. These third parties and related entities may be located outside



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Australia. The relevant countries change from time to time (eg, as Lenovo changes our third-party support arrangements) and it is not practicable to list those countries here.

(d) Lenovo require all parties to whom it discloses Your contact information to only use that information for the purpose of supporting Lenovo to provide the Service and to take appropriate steps to protect Your contact information from unauthorized use or disclosure.

(e) Lenovo may also disclose Your contact information where required or permitted by law. Lenovo's privacy policy is available at <http://www.lenovo.com/privacy/au/en/>. Lenovo's policy contains details about its process for managing any queries or complaints regarding handling personal information.

**11.1** If any provision of these terms and conditions is deemed unenforceable or void, the remaining provisions shall remain in effect.

**11.2** Nothing in these terms and conditions affect any statutory rights of consumers that may not be waived or limited by contract.

**11.3** Neither party shall be liable to the other for any failure or delay in the performance of its obligations, to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature; acts of war; terrorism, riots, civil disorders, rebellions or revolutions; epidemics, communication line or power failures; governmental laws, court orders or regulations; or any other cause beyond its reasonable control.

**11.4** Either party may communicate with the other by electronic means. Such communication is 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.

**11.5** Each party will comply with any laws and regulations that are applicable to these terms and conditions.