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## Lenovo Sales Agreement

The Lenovo Sales Agreement ("Agreement") is made between you (the "Customer") and Lenovo (Canada) Inc., 55 Idema Rd., Markam, ON L3R 1A9 ("Lenovo").

Unless there is a different written sales agreement in place between Lenovo and Customer, this Agreement, including associated warranty statements, license agreements, and any applicable attachments, is the sole and complete agreement between Customer and Lenovo regarding the Products or Services purchased by Customer. Any additional or different terms in any order or communication from Customer shall not be binding on Lenovo unless signed by an authorized representative of Lenovo.

Products and Services purchased on Lenovo's website, Lenovo.com are subject to the US Export Administration Regulations. They are for Customer's own use within the territory in which they are purchased and may not be resold except by an Authorized Lenovo Reseller, exported or reexported to other territories. Lenovo reserves the right to refuse or cancel any order in which Lenovo suspects the Customer is purchasing Products or Services for the purpose of reselling or exporting them. By moving forward with this order, you confirm that you agree you will not resell, export or reexport all Products and Services in violation of this agreement.

Customer accepts the terms of this Agreement when ordering online on Lenovo.com or, when ordering by any other means, by opening the package containing the product or accepting a Service from Lenovo. Placing an order on Lenovo.com or inputting information on Lenovo.com does not mean Lenovo has accepted an order through its website. Lenovo only accepts Customer's order by shipping the hardware Product or making the software Product available to Customer; or providing the Service. Confirmation of receipt of Customer's order placed on Lenovo.com shall not mean Lenovo has accepted Customer's order.

## **1. Definitions**

**1.1 Product** shall mean any Lenovo branded or third party hardware or software that Lenovo provides to Customer under this Agreement. Hardware products include computers and accessories. Software products include computer software programs (whether pre-loaded, provided separately, or provided as a subscription service) and related licensed materials such as documentation.

**1.2 Service** is the performance of a task; provision of advice or assistance; or access to a resource such as access to an information data base that Lenovo makes available to Customer.

## **2. Prices, Payment, and Errors**

**2.1** Except for credit or debit card transactions, or if not paid in advance of shipment, payment is due upon receipt of invoice. Any amounts not received by Lenovo within thirty (30) days of receipt of invoice shall be overdue. Customer shall pay a late payment fee of the lesser of one and one half (1.5%) percent per month or the maximum rate permitted by law on the undisputed overdue balance of the invoice amount. Customer shall pay any applicable sales, use or similar taxes, fees or duties unless Customer provides exemption documentation to Lenovo. Customer is responsible for taxes, if any, on Products from the date Lenovo ships them to Customer or on Services, on the date the Services are provided by Lenovo. No other discounts, quantity entitlements, or promotions apply unless agreed in writing by Lenovo. Delivery charges, if applicable, will be as specified in an invoice.

**2.2** If you have made your purchase of hardware Products online and used a credit card to do so, the payment for your purchase will occur as described in this paragraph. During checkout, Lenovo will request a pre-authorization for the total order amount from your credit card company, but this is not an actual charge. Once your order ships, your credit card will be charged. If you ordered more than one item, there may be multiple charges as items ship separately as they become available.

**2.3** If Lenovo makes an error in pricing information and/or a typographic error on **Lenovo.com** or otherwise in any advertisements or in any communications with Customer, **Lenovo may nevertheless refuse or cancel an order placed for a Product or Service quoted at such price or described in error, 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 issue a credit to Customer's credit or debit card account in the amount of the charge.**

## **3. Electronically Delivered Software Products and Delivery of Hardware Products.**

**3.1** In the case of electronically delivered software Products, Customer will receive an email with an activation key and download link. Customer shall be responsible for downloading the software Product and bear risk of loss relating thereto, including the failure of a computer, hard drive, or internet connection. In the case of software provided as a subscription service, Lenovo shall provide instructions on how to access such services. Internet or other connection charges in connection with the download, access, and use of the software Product shall be Customer's sole responsibility.

**3.2** Where the Customer has ordered hardware Products, the Products shall be delivered to the delivery address specified by the Customer during the purchase process. Lenovo shall in no way be held responsible for any delivery delays caused by Customer's error(s) in entering their delivery address, or any other delay caused by circumstances outside Lenovo's reasonable control, including without limitation the circumstances described in section 7.3 of this Agreement

## **4. Returns**

Customer may return an eligible Product in its original package to Lenovo for a full refund, less any applicable return shipping and handling fees and any applicable

restocking fees as stated below. Customer may only return the entire Product or all such Products for a refund. For purchases from Lenovo.com, all requests for returns must be submitted within 30 calendar days from the date of invoice. For purchases from Lenovo Outlet, all requests for returns must be submitted within 14 calendar days from the date of invoice. For purchases from LenovoPRO, all requests for returns must be submitted within 45 calendar days from the date of invoice. For purchases of Motorola Products, all requests for returns must be submitted within 14 calendar days from the date of invoice. Unless Lenovo ships the wrong Product(s) or makes an error in the configuration of the Product(s) ordered, returns of purchases of: 1) server and storage products; 2) orders for personal computing products in quantities greater than five (5) units; and 3) Product(s) submitted outside the allotted calendar days from the date of invoice, are subject to a restocking fee of 15% of the price paid and return shipping and handling fees. Digital gaming products; partial refunds or credits for Products, including installation of software Product options; or quantities of Products that are not separately priced, are not available for return. To request a return, Customer must contact Lenovo to obtain an RMA (Return Merchandise Authorization) number. Any authorized return must include the Product and all accessories in their original packaging. It must be received at the Lenovo National Return Center within 10 calendar days of issuance of the RMA. Returns on any other basis may be refused by Lenovo. Customer assumes risk of loss and damage for Products returned without an RMA. Upon receipt of your returned Product, Lenovo will issue a credit or refund of the purchase price paid, less any applicable return shipping and handling fees and any applicable restocking fees.

Software delivered electronically cannot be returned at any point.

## **5. Warranties**

**5.1** Lenovo hardware Products are warranted in accordance with the Lenovo Limited Warranty accompanying each Lenovo hardware Product or as found

at: <https://support.lenovo.com/us/en/documents/ht100140>, incorporated herein by reference. The Lenovo Limited Warranty applies only to Lenovo hardware Products purchased for Customer's own use and does not transfer upon resale.

**5.2 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, LENOVO MAKES NO OTHER WARRANTIES FOR LENOVO HARDWARE PRODUCTS, AND LENOVO MAKES NO WARRANTIES FOR SOFTWARE, SERVICE, SUPPORT OR THIRD PARTY PRODUCTS. SUCH SOFTWARE, SERVICE, SUPPORT AND PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD PARTY PROVIDERS OF SOFTWARE, SERVICES, PRODUCTS AND SUPPORT MAY PROVIDE WARRANTIES TO CUSTOMER.**

## **6. Title and Risk of Loss**

**6.1** Lenovo transfers title to hardware Products to Customer upon delivery to Lenovo's designated carrier shipping the Products to Customer. Lenovo does not transfer title to Programs.

**6.2** Lenovo shall bear the risk of loss or damage to hardware Products until they are delivered to Lenovo's designated carrier for shipment to Customer. Thereafter, Customer assumes risk of loss or damage. Hardware Products will be covered by insurance, arranged and provided by Lenovo for Customer, covering the period until they are delivered to Customer.

## **7. General**

**7.1 Customer Information.** Customer Information. Lenovo and its affiliates may store, use and process personal information about Customer, including name, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement, including but not limited to providing warranty service. Lenovo will process Customer Information consistent with the Lenovo website and product privacy statements available at <https://www.lenovo.com/privacy> and, as applicable, any privacy statements designed for a particular Lenovo Product or Service purchased by Customer. To perform its obligations pursuant to this Agreement, Lenovo may transfer Customer Information: (a) from any country to any other country in the world where Lenovo does business, and (b) to service providers acting on Lenovo's behalf in relation to this Agreement. Where customer purchases from Lenovo a license or subscription to third party software,

you hereby direct Lenovo to transmit to the manufacturer or licensor of such software any Customer Information that may be necessary to fulfill Lenovo's obligations under this Agreement. The manufacturer or licensor will process such information pursuant to its software license agreement with the Customer. Lenovo may also disclose Customer Information where it is required by law.

**7.2 LIMITATION OF LIABILITY. IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, LENOVO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY OR NOT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR 4) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. EXCEPT FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, LENOVO SHALL NOT BE LIABLE FOR MORE THAN THE AMOUNT OF ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, UP TO THE AMOUNT CUSTOMER PAID FOR THE PRODUCT OR SERVICE.**

**7.3 Force Majeure.** Lenovo shall not be liable to Customer for any failure or delay in the performance of its obligations hereunder, 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 the reasonable control of Lenovo.

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

**7.5 Export.** All Products purchased under this Agreement are only for use in Canada and are subject to the export regulations. Customer shall comply with all applicable export regulations.

**7.6 Governing Law.** This Agreement and all orders for Products and Services subject to this Agreement shall be governed by the laws of the province of Ontario, without regard to its conflict of law principles. Neither You nor Lenovo may bring an action arising out of or related to this Sales Agreement more than two (2) years after the cause of action arose.

**7.7 Choice of venue.** You agree that any legal action or proceeding between you and Lenovo arising out of this Agreement shall be brought exclusively in the courts located in the city of Toronto, in the province of Ontario, Canada.

## **5. Warranties**

**5.1** Lenovo hardware Products are warranted in accordance with the Lenovo Limited Warranty accompanying each Lenovo hardware Product or as found at <https://www.lenovo.com/ca/en/services/pc-services/lifecycle-support/warranty-protection/>, incorporated herein by reference.

**5.2 LENOVO MAKES NO OTHER WARRANTIES FOR LENOVO HARDWARE PRODUCTS, AND LENOVO MAKES NO WARRANTIES FOR SOFTWARE, SERVICE, SUPPORT OR THIRD PARTY PRODUCTS. SUCH SOFTWARE, SERVICE, SUPPORT AND PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EXCEPT FOR THOSE WARRANTIES PROVIDED FOR BY LAW. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO CUSTOMER. THIRD PARTY PROVIDERS OF SOFTWARE, SERVICES, PRODUCTS AND SUPPORT MAY PROVIDE WARRANTIES TO CUSTOMER.**

## **6. Title and Risk of Loss**

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**6.2** Lenovo shall bear the risk of loss or damage to hardware Products until they are delivered to Lenovo's designated carrier for shipment to Customer. Thereafter, Customer assumes risk of loss or damage. Hardware Products will be covered by insurance, arranged and provided by Lenovo for Customer,

covering the period until they are delivered to Customer.

## 7. General

**7.1 Customer Information.** Lenovo and its affiliates may store, use and process contact information and other information about Customer, including name, phone numbers, addresses, and e-mail addresses, necessary to perform under this Agreement, including but not limited to warranty service. Such information will be processed and used in connection with this Agreement and the Products or Services. It may be transferred by Lenovo to any country where Lenovo does business; and may be provided to entities acting on Lenovo's behalf in relation to this Agreement and the Products or Services. Lenovo may also disclose such information where required by law. For more information about how Lenovo treats information about Customer, refer to the Lenovo Canada Privacy Policy at <http://www.lenovo.com/ca/en/privacy/>

**7.2 LIMITATION OF LIABILITY. IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, LENOVO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY OR NOT AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR 4) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SOME DAMAGES, THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO THIS AGREEMENT. EXCEPT FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, LENOVO SHALL NOT BE LIABLE FOR MORE THAN THE AMOUNT OF ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, UP TO THE AMOUNT CUSTOMER PAID FOR THE PRODUCT OR SERVICE.**

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**7.5 Export.** This Agreement and all orders issued hereunder shall be governed by the laws of the province of Ontario, without regard to its conflict of law principles

**7.6 Governing Law.** You agree that any legal action or proceeding between you and Lenovo arising out of this Agreement shall be brought exclusively in the courts located in the city of Toronto, in the province of Ontario, Canada.

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