

[REDACTED]  
[REDACTED]

December 26, 2025

Lenovo (Canada) Inc.  
55 Idema Road  
Markham, ON L3R 1A9

**Re: Notice of Dispute**

Dear Lenovo (Canada) Inc.:

I am writing regarding the non-delivery of two hardware orders placed on December 1, 2025, as detailed below.

**Orders and Delivery Commitments**

1. Order [REDACTED] 84
  - Product: ThinkStation 16GB DDR5 5600MHz ECC UDIMM Memory (2 units)
  - Delivery Method: Get it between Tue Dec 16 – Thu Dec 18
  
2. Order [REDACTED] 76
  - Product: Lenovo 16GB DDR5 5600MHz UDIMM Memory Gen2 (2 units)
  - Delivery Method: Get it between Thu Dec 18 – Mon Dec 22

Lenovo issued order confirmations for both purchases and provided specific delivery windows. These delivery commitments were a material factor in my decision to complete the purchases. Neither order was delivered within the promised timeframes, and neither has shipped to date.

**Breach of Contract & Non-Performance**

Following the missed delivery windows, I contacted Lenovo customer support on December 19, 2025. The only resolution offered by Lenovo was cancellation and refund. Due to material changes in market pricing since early December 2025, a refund does not restore me to the position I was in at the time of purchase.

I was advised that Lenovo would follow up within 24 business hours with an updated delivery timeline. The subsequent email I received on December 22, 2025, did not provide any firm shipping or delivery date.

## **Contractual Terms**

Notably, the Lenovo sales agreement expressly contemplates fulfillment through equivalent substitute goods, reinforcing an obligation to perform rather than a right to withhold performance indefinitely. Force majeure does not apply on these facts and has not been invoked.

## **Final Opportunity to Resolve**

I remain willing to resolve this matter amicably. Without prejudice to my rights, I am prepared to accept one of the following resolutions:

### **(a) Performance**

Deliver both orders no later than January 31, 2026; or

### **(b) Substitution**

Provide compatible and equivalent or superior substitutes, subject to my reasonable acceptance, no later than January 31, 2026; or

### **(c) Compensation**

Provide compensation for damages resulting from Lenovo's breach sufficient to place me in the position I would have been in had the contracts been performed.

If Lenovo does not confirm in writing which option it elects within 30 days of the date of this letter, I will treat Lenovo's breach as continuing and will proceed to mitigate my losses by purchasing substitute goods and pursuing recovery of my damages without further notice.

## **No Waiver**

All rights are expressly reserved; this letter does not constitute a waiver of my rights or an acceptance of any unilateral modification of the contracts.

I trust Lenovo will address this matter promptly and look forward to your response.

Yours sincerely,



Enclosures:

1. Order Confirmations x2
2. Arbitration Opt-Out Notices x2
3. Lenovo Order Status Update x1