

lenovo Customer Agreement

This Lenovo Customer Agreement ("Agreement") is made by and between _____, a _____ corporation with offices located at _____ ("Customer"), and Lenovo PC HK Limited, a Hong Kong corporation with offices at 23/F, Lincoln House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong ("Lenovo"). Customer and Lenovo may be collectively referred to in this Agreement as "parties" and individually as "party."

This Agreement consists of: (i) these terms; (ii) **Attachment A** – Warranty Service Information; (iii) **Attachment B** - Pricing, Products and Services Descriptions; and (iv) any other documents agreed in writing by the parties to be part of this Agreement. Additional Product or Service Descriptions, Price Lists, or Statements of Work shall become part of this Agreement when added by an amendment signed by both parties. Any additional or different terms not in a writing signed by both parties and any terms contrary terms on a Customer purchase order shall not be a part of this Agreement.

A Product or Service becomes subject to this Agreement when a completed and signed Lenovo Order Form (an example of which is attached as **Exhibit A**) is accepted by Lenovo. Confirmation of Lenovo's receipt of a Customer order does not constitute Lenovo's acceptance of the order.

1. Definitions

1.1 Product means 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 or provided separately) and related licensed materials such as documentation.

1.2 Service means the performance of a task; the provision of advice or assistance; or access to a resource such as an information database that Lenovo makes available to Customer under this Agreement.

2. Prices and Payment

2.1 Prices for Products or Services shall be as set forth in **Attachment B** or as otherwise agreed by the parties in writing. Customer shall pay in accordance with the payment terms specified in a Lenovo Order Form or as otherwise agreed.

2.2 If any authority imposes a duty, tax, levy, or fee, excluding those based on Lenovo's net income, upon any transaction under this Agreement, Customer shall pay that amount as specified in an invoice or supply exemption documentation. If Customer is required to apply an income withholding tax, Customer shall use the rate stipulated in the applicable double taxation treaty between Customer's country and Hong Kong S.A.R. and to provide Lenovo with a certificate of payment of the withheld amount issued by the applicable tax authority. In addition, if the applicable legislation in Customer's country obligates Customer to deduct any duty, tax, levy or fee, except the income withholding tax specified above, such amount will be added to the charges stemming from this Agreement and shown separately on the invoice. Customer shall pay such duty, tax, levy or fee to the appropriate authorities and to pay Lenovo the charges stipulated by this Agreement. Customer is responsible for any personal property taxes for each Product from the date Lenovo ships it to Customer.

2.3 Adjustments, taxes and additional charges chargeable to Customer under this Agreement may be billed subsequent to shipment of a Product or performance of a Service and are payable in full within 30 days of the date of such billing.

2.4 Amounts due to Lenovo shall be paid in the currency specified in the relevant Lenovo Order Form.

2.5 Lenovo may cancel this Agreement or any order issued under it without liability on its part if Customer fails to provide cash prepayment or to establish a letter of credit in accordance with the provisions specified in the relevant Lenovo Order Form.

2.6 Customer shall bear the full cost and responsibility for obtaining all necessary consents from any government or related authority to enable Customer to clear Products from customs for importation into the country of installation.

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3. Title and Risk of Loss

3.1 Lenovo transfers title to hardware Products to Customer between the port of exportation and the port of importation of the country of installation. Lenovo does not transfer title to software Products.

3.2 Lenovo bears the risk of loss for hardware Products until they are delivered to Customer, Customer's forwarding agent, a local platform, or a country importation platform. Thereafter, Customer assumes risk of loss.

4. Warranties

4.1 Lenovo warrants that each Lenovo branded hardware Product ("hardware Product") purchased by Customer, for Customer's own use and not for resale, is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for a hardware Product starts on the original date of purchase specified on Lenovo's invoice unless specified otherwise by Lenovo in writing. The warranty period and type of warranty service that apply to a hardware Product are specified in **Attachment A – Warranty Service Information**.

4.2 This warranty shall not apply to any hardware Product which has been subjected to misuse, accident, unauthorized modification; operated in an unsuitable physical or operating environment; subjected to natural disasters, power surges or unauthorized maintenance; to any third party hardware product, including those that Lenovo may provide or integrate into the Lenovo hardware Product at Customer's request; or to software, whether provided with a hardware Product or installed subsequently. This warranty does not include any technical support, such as assistance with "how-to" questions and those regarding hardware Product set-up and installation. This warranty shall be voided by the removal or alteration of identification labels on a hardware Product or its parts. In no event shall this warranty include liability for uninterrupted or error-free operation of a hardware Product or any loss of or damage to data by a hardware Product.

4.3 THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE, SERVICE, SUPPORT AND ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD PARTY MANUFACTURERS, SUPPLIERS, SERVICE PROVIDERS OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES TO CUSTOMER.

5. General

5.1 Product, Part or Component Changes. Lenovo may change components or parts of a hardware Product without notice provided that the substituted components or parts provide equal or better performance. Any such change shall be at no additional cost to Customer, and will not change Customer's rights under the Lenovo hardware Product warranty.

5.2 Customer Sale of Products and Services. If Customer sells Products and Services purchased from Lenovo in competition with Lenovo resellers, Lenovo may terminate this Agreement and discontinue sales to Customer.

5.3 Customer Information. Lenovo and its affiliates may store, use and process contact information and other information about Customer, including names, 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.

5.4 Limitation of Liability. Except for: (i) damages for bodily injury (including death); (ii) damage to real property or tangible personal property; and (iii) Lenovo's indemnification obligations under Section 5.5 below:

5.4.1 Neither party, including its affiliates, shall be liable to the other party or its affiliates for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (a) third-party claims for damages; (b) loss of, or damage to, data; (c) special, incidental, indirect, punitive, exemplary or consequential damages; or (d) loss of profits, business, revenue, goodwill or anticipated savings; and

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5.4.2 The maximum cumulative liability of either party and its affiliates to the other party and its affiliates for all actions arising out of or related to this Agreement and all orders issued hereunder, regardless of the form of the action or the theory of recovery, shall be limited to the total amount paid or payable by Customer and its affiliates to Lenovo and its affiliates for all orders issued under this Agreement.

5.5 Indemnification. If a third party claims that a Lenovo branded Product provided by Lenovo under this Agreement infringes that party's patent or copyright, Lenovo will defend Customer against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that Customer: (a) promptly notifies Lenovo in writing of the claim; and (b) allows Lenovo to control, and cooperates with Lenovo in, the defense and any related settlement negotiations. If such a claim is made or appears likely to be made, Customer shall permit Lenovo to enable Customer to continue to use the Product; to modify it; or to replace it with one that is at least functionally equivalent. If Lenovo determines that none of these alternatives is reasonably available, Customer shall return the Product to Lenovo at its written request. Lenovo will provide a credit to Customer equal to the amount paid for the Product.

Lenovo shall have no obligation regarding any claim based upon: (i) anything Customer provides which is incorporated into, or combined with a Product; (ii) Customer's modification of a Product; (iii) Lenovo's compliance with Customer's specifications or requirements; or (iv) infringement by a third party Product alone, as opposed to its combination with a Lenovo branded Product.

5.6 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Neither party shall unreasonably withhold such consent. The assignment of this Agreement, in whole or in part, within the enterprise of which either party is a part; or to a successor organization by merger or acquisition, does not require the consent of the other party. Lenovo may assign its rights to payments under this Agreement without Customer's consent.

5.7 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong S.A.R., without regard to its or any other jurisdiction's conflict of laws principles. All claims or disputes arising out of or in connection with this Agreement, or the Products and Services furnished hereunder, shall be brought exclusively in a court located in Hong Kong, S.A.R. To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, such a court, and waives any: (i) objection it may have to any proceedings brought in any such court, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such party. Without limiting the generality of the forgoing, each party specifically and irrevocably consents to personal and subject matter jurisdiction for such claims or disputes in a court sitting in Hong Kong, S.A.R., and to the service of process in connection with any such claims or disputes by the mailing thereof by registered or certified mail, postage prepaid to such party, at the address set forth in, or designated pursuant to, this Agreement. To the fullest extent permitted by law, each party hereby expressly waives (on behalf of itself and on behalf of any person or entity claiming through such party) any right to a trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or in any manner connected with this Agreement or the subject matter hereof. The "United Nations Convention on Contracts for the International Sale of Goods" does not apply to this Agreement.

5.8 Lenovo's Performance. Lenovo's performance under this Agreement is subject to export or import licensing approval, such licensing approval is beyond Lenovo's control and Lenovo does not assume any responsibility for any governmental act or omissions. Customer shall provide any information necessary to apply for such approvals and to comply with all conditions of such approvals including the full cost for obtaining all foreign currency approvals and for clearance of the Products from customs in the country of importation. If Lenovo is unable to deliver the Products due to impossibility or impracticability in obtaining the necessary permits and licenses in the country of export and/or import, such non-delivery or delayed delivery shall not be considered as a breach of the Agreement, and no damages of any kind shall be payable by Lenovo.

5.9 Customer Representation and Warranty. Customer hereby represents and warrants to Lenovo that Customer has all right, power and authority to accept this Agreement and to perform its obligations hereunder in accordance with all applicable laws and regulations, including without limitation, government procurement laws.

5.10 Survival. Any terms of this Agreement which by their nature survive the expiration or termination of this Agreement, including but not limited to Limitation of Liability and Indemnification, shall survive the expiration or termination of this Agreement.

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5.11 Force Majeure. Except for payment obligations, 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.

5.12 Term and Termination. The term of this Agreement shall begin on the effective date and continue for three (3) years. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. This Agreement may be extended as agreed by the parties.

5.13 Complete Understanding. This Agreement is the sole and complete understanding of the parties regarding the subject matter hereof, superseding all prior or contemporaneous agreements and understandings, whether written or oral.

5.14 Severability. If the whole or any part of a provision of this Agreement is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, it shall be deleted and the remainder of this Agreement shall remain full force and effect.

5.15 Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

5.16 Attachments. The following documents are incorporated herein and made a part of this Agreement:

Attachment A: Warranty Service Information

Attachment B: Pricing, Products and Services Descriptions

Exhibit A: Lenovo Order Form

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its authorized representative effective as of the date of the signature of Lenovo's authorized representative.

insert Customer name

Lenovo PC HK Limited

Customer

Lenovo

By _____
Authorized signature

By _____
Authorized signature

Name:
(type or print)

Name:
(type or print)

Title:

Title:

Date:

Date:

Customer address:

Lenovo address:

Lenovo
23/F, Lincoln House, Taikoo Place, 979 King's Road,
Quarry Bay, Hong Kong

Attn:

Attn:

Tel

Tel

Fax

Fax

E-mail address:

E-mail address:

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Attachment A Warranty Service Information

If a defect in material or workmanship is discovered during the warranty period, warranty service may be obtained by contacting Lenovo or a Lenovo approved service provider ("Service Provider"). Repair, correction and replacement in the manner described below shall constitute fulfillment of all of Lenovo's obligations under the Lenovo limited warranty. A list of Service Providers and their telephone numbers is available at www.lenovo.com/support/phone.

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider's normal service area. Contact a local Service Provider for information specific to your location.

Customer Responsibilities for Warranty Service

Before warranty service is provided, Customer must take the following steps:

- follow the service request procedures specified by the Service Provider
- backup or secure all programs and data contained in the product
- provide the Service Provider with all system keys or passwords
- provide the Service Provider with sufficient, free, and safe access to Customer facilities to perform service
- remove all data, including confidential information, proprietary information and personal information, from the hardware Product or, if Customer is 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. The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a hardware Product returned or accessed for warranty service
- remove all features, parts, options, alterations, and attachments not covered by the warranty
- ensure that the hardware Product or part is free of any legal restrictions that prevent its replacement
- if Customer is not the owner of a hardware Product or part, obtain authorization from the owner for the Service Provider to provide warranty service

What the Service Provider Will Do to Correct Problems

When Customer contacts a Service Provider, Customer must follow the specified problem determination and resolution procedures.

The Service Provider will attempt to diagnose and resolve the problem by telephone, e-mail or remote assistance. The Service Provider may direct Customer to download and install designated software updates.

Some problems may be resolved with a replacement part to be installed by Customer called a "Customer Replaceable Unit" or "CRU." If so, the Service Provider will ship the CRU to Customer for installation.

If the problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the **Type of Warranty Service** designated for the hardware Product as specified in the table below.

If the Service Provider determines that it is unable to repair the hardware Product, the Service Provider will replace it with one that is at least functionally equivalent.

If the Service Provider determines that it is unable to either repair or replace the hardware Product, Customer's sole remedy under this Limited Warranty is to return the hardware Product to the place of purchase or to Lenovo for a refund of the purchase price.

Replacement Products and Parts

When warranty service involves the replacement of a hardware Product or part, the replaced hardware Product or part becomes Lenovo's property and the replacement hardware Product or part becomes Customer's property. Only unaltered Lenovo hardware Products and parts are eligible for replacement. The replacement hardware Product or part provided by Lenovo may not be new, but it will be in good working order and at least

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functionally equivalent to the original hardware Product or part. The replacement hardware Product or part shall be warranted for the balance of the period remaining on the original hardware Product.

What this Warranty Does not Cover

This warranty does not cover the following:

- uninterrupted or error-free operation of a hardware Product
- loss of, or damage to, Customer data by a hardware Product
- any software programs, whether provided with the hardware Product or installed subsequently
- failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with the hardware Product information materials
- damage caused by a non-authorized service provider
- failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo hardware Product at Customer's request
- any technical or other support, such as assistance with "how-to" questions and those regarding the hardware Product set-up and installation
- hardware Products or parts with an altered identification label or from which the identification label has been removed

Warranty Information

Hardware Product Type	Warranty Period	Type of Warranty Service
Notebook Battery	One (1) Year	1

(Complete the above table)

If required, the Service Provider will provide repair or exchange service depending on the type of warranty service specified for the hardware Product and the available service. Scheduling of service will depend upon the time of Customer's call, parts availability, and other factors.

Types of Warranty Service

1. Customer Replaceable Unit ("CRU") Service

Under CRU Service, a Service Provider will ship CRUs to Customer for installation by Customer. CRU information and replacement instructions are shipped with the hardware Product and are available from Lenovo at any time upon request. CRUs that are easily installed by Customer are called "Self-service CRUs". "Optional-service CRUs" are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is Customer's responsibility. Customer may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for the hardware Product. An optional service offering may be available for purchase from a Service Provider or Lenovo under which Self-service CRUs would be installed for Customer. Customer may find a list of CRUs and their designation in the publication that ships with the hardware Product or at www.lenovo.com/CRUs. The requirement to return a defective CRU, if any, will be specified in the materials shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) Customer may be charged for the replacement CRU if the Service Provider does not receive the defective CRU within thirty (30) days of Customer's receipt of the replacement CRU.

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2. On-Site Service

Under On-Site Service, a Service Provider will either repair or exchange the hardware Product at Customer's location. Customer must provide a suitable working area to allow disassembly and reassembly of the hardware Product. Some repairs may need to be completed at a service center. If so, the Service Provider will send the hardware Product to the service center at its expense.

3. Courier or Depot Service

Under Courier or Depot Service, the hardware Product will be repaired or exchanged at a designated service center, with shipping at the expense of the Service Provider. Customer is responsible for disconnecting the hardware Product and packing it in a shipping container provided to Customer for return of the hardware Product to a designated service center. A courier will pick up the hardware Product and deliver it to the designated service center. The service center will return the hardware Product to Customer at its expense.

4. Customer Carry-In Service

Under Customer Carry-In Service, the hardware Product will be repaired or exchanged after Customer delivers it to a designated service center at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be made available for collection by Customer. Failure to collect the hardware Product may result in the Service Provider disposing of the hardware Product as it sees fit, with no liability to Customer.

5. Mail-In Service

Under Mail-In Service, the hardware Product will be repaired or exchanged at a designated service center after Customer delivers it at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be returned to Customer at Lenovo's risk and expense, unless the Service Provider specifies otherwise.

6. Customer Two-Way Mail-In Service

Under Customer Two-Way Mail-In Service, the hardware Product will be repaired or exchanged after Customer delivers it to a designated service center at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be made available to Customer for return shipping at Customer's risk and expense. If Customer fails to arrange return shipment, the Service Provider may dispose of the product as it sees fit, with no liability to Customer.

7. Product Exchange Service

Under Product Exchange Service, Lenovo will ship a replacement hardware Product to Customer's location. Customer shall be responsible for its installation and verification of its operation. The replacement hardware Product becomes the property of Customer in exchange for the failed hardware Product, which becomes the property of Lenovo. Customer shall pack the failed hardware Product in the shipping carton used to ship the replacement hardware Product and return it to Lenovo. Transportation charges, both ways, shall be at Lenovo's expense. If Customer fails to use the carton in which the replacement hardware Product was received, Customer may be responsible for any damage to the failed hardware Product occurring during shipment. Customer may be charged for the replacement hardware Product if Lenovo does not receive the failed hardware Product within thirty (30) days of Customer's receipt of the replacement hardware Product.

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ATTACHMENT B Pricing, Products and Services Descriptions

Products and Services Descriptions	Ordering Part Number or Machine Type / Model	Price

This Attachment B may be modified from time to time as agreed by Lenovo and Customer. At Lenovo's option, Lenovo may make the information on this Attachment B available to Customer in another format.

Prices:

1. Invoices shall be based on the lower of the prices above or the price set by Lenovo at time of Customer's order.
2. These prices or discounts may not be combined with any other discounts or promotions unless approved by Lenovo.
3. Customer may only disclose the prices or discounts to Customer employees or contractors who have a need to know. Customer may not disclose Lenovo's prices or discounts to any other third party without Lenovo's prior written approval.
4. The prices only apply to purchases directly from Lenovo.
5. Purchases from a Lenovo reseller shall be subject to the terms, conditions and prices specified by the Lenovo reseller.

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Exhibit A



Order Form Acquisition of Products

PURCHASE ORDER Transaction Document

Reseller/Distributor/Retailer/Customer Name and Address: Order No: **xxxxxxx**
BP/Customer information

Bill to Name and Address: Country of Installation: **Country**
BP/Customer Information

Ship to: **BP/Customer information**

Name:
Address:
Country:
Phone Number:
Contact Person:
Email:

Forwarder:

Name:
Address:
Country:
Phone Number:
Contact Person:
Email:

Method of Transportation: (**OCEAN/AIR**)

Order Information: (**STOCK/FINAL CUSTOMER**)

Item No.	Description	Machine Type/Model or Part Number	Quantity	Unit Price	Total Price
1	THINKCENTRE XXX	641711X	1	100.00	100.00
2	THINKCENTRE XXX	639514X	1	100.00	100.00

Although different Products may be requested in this order, Lenovo may deliver the order partially in the case where more than one manufacturing plant/hub is involved in the order fulfillment.

Total Price U\$S **200.00**.-

Delivery (Incoterm):

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EXW: Delivery of the products at LENOVO's premises. The Buyer is responsible for insurance, main carriage/freight and other expenses and risks, besides the export customs paperwork and fees, in the case of the Monterrey Plant, the use of Gontor / Levisa (Customs Broker) is mandatory for the export customs clearance. TITLE TRANSFER: The Products are the property of Buyer once they are collected and loaded on their Forwarder truck. RISK OF LOSS: the Buyer will have to acquire the Inland Plant & Overseas insurance. This Incoterm is available for shipments from LIPC in Shenzhen and also applicable / available for shipments out of our Monterrey Production Plant in Monterrey Mexico. PICKUP: The products must be collected by the Forwarder within 2 days following the reception of LENOVO's notice. LENOVO reserves the right to charge for daily storage with a fee of US\$ 0.65/kilo or a minimum of US\$ 15 per pallet.

FCA: Delivery of Products at the Monterrey Production Plant located in Monterrey Mexico or in the case of Shanghai in the Forwarder's site defined by the client/BP in the TF. The Buyer is responsible for main carriage/freight, insurance and other expenses and risks, besides the export customs paperwork and fees, in the case of Monterrey Mexico the use of Gontor / Levisa (Customs Broker) is mandatory for the export customs clearance. TITLE TRANSFER: The Products are the property of Buyer once they are collected and loaded on their Forwarder truck or in the case of Shanghai delivered in the Forwarder site defined by the client/BP in the TF. RISK OF LOSS: the Buyer will have to acquire the Inland Plant & Overseas insurance. PICKUP: The products must be pickup by the Forwarder within 2 days following the reception of LENOVO's notice. LENOVO reserves the right to charge for daily storage with a fee of US\$ 0.65/kilo or a minimum of US\$ 15 per pallet. There are 3 modalities of FCA:

- a) **FCA ODMs:** Lenovo delivers the products at the Forwarder's site defined by the customer/BP in the TF
- b) **FCA Miami:** The customer's/BP Forwarder will pick products shipped from Whitsett at Panalpina's warehouse in Miami

CPT: The freight (shipment) to FTZ Miami (does not include US Customs clearance) is considered at LENOVO's expense. The Buyer is responsible for the disposition of the products under consignment to FTZ Miami, and also for the main carriage/freight, insurance and other costs and risks to their final destination. LENOVO is responsible for the export customs paperwork at the origin Customs and commissions. TITLE TRANSFER: The Products are property of the Buyer once the documents related to the shipment have been delivered at FTZ Miami. RISK OF LOSS: the Buyer must buy the Inland Plant & Overseas insurance. PICKUP: The Purchaser will pickup the documents and/or products once they have received from Panalpina the notice of the shipment arrival at FTZ Miami. Panalpina/LENOVO reserves the right of charging daily storage for the amount of US\$ 0.065/kg or a minimum of US\$ 15 per pallet.

CIF/CIP: The cargo insurance and delivery of goods to the named port of destination (discharge) at LENOVO's expense. The Buyer is responsible for the shipment from the date of arrival at the port of destination and is also responsible for the import customs clearance and others costs and risks. TITLE TRANSFER: The Products are the property of the Buyer once they have arrived at the port/airport of destination and have been delivered the documents by LENOVO there. RISK OF LOSS: Inland & Overseas Insurance will be acquired by LENOVO.

Incoterm

CHECK WHICH INCOTERM TO USE

FCA LIPC () EXW LIPC () FCA Monterrey Plant () EXW Monterrey Plant ()
 FCA Miami () FCA ODMs ()

CPT Inbound Miami ()
 CIF/CIP () Destination port:

Payment Terms

CHECK WHICH PAYMENT TERM TO USE

Prepaid () Letter of Credit () Others (Lenovo Treasury, IGF BP, IGF Customer) () __days

A) Lenovo Prepaid and Lenovo Treasury:

Please Pay To:	In Favour Of:
Bank name: Citibank N.A., Hong Kong Branch	LENOVO PC HK LIMITED,
Bank account holder: Lenovo PC HK Limited	23/F., Lincoln House, Taikoo Place, 979 King's
Swift code: CITIHKHX	Road, Quarry Bay, Hong Kong
Account No. 1140150017 – Currency: US\$	

B) IGF BP and IGF Customer: Please pay to IBM in your country according to your contract with IBM

You agree that this Purchase Order or any Transaction Document, your Lenovo Agreement or any equivalent agreement in effect between us (the "Agreement"), regulates the entire commercial relation between us concerning Lenovo Products listed in this Purchase Order or any Transaction Document.

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The acceptance of this order shall be done immediately after Lenovo confirms the occurrence of one of the following events: (i) prepayment – (ii) Letter of Credit acceptance – (iii) Credit Line approval or (iv) any other means of payment accepted by Lenovo.

Date:

(Authorized Reseller/Distributor/Retailer/Customer Signature)

Aclaracion de Firma: _____

Warranty Information

If required, the Service Provider will provide repair or exchange service depending on the type of warranty service specified for the hardware Product and the available service. Scheduling of service will depend upon the time of Customer's call, parts availability, and other factors.

****Types of Warranty Service**

1. Customer Replaceable Unit ("CRU") Service

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2. On-Site Service

Under On-Site Service, a Service Provider will either repair or exchange the hardware Product at Customer's location. Customer must provide a suitable working area to allow disassembly and reassembly of the hardware Product. Some repairs may need to be completed at a service center. If so, the Service Provider will send the hardware Product to the service center at its expense.

3. Courier or Depot Service

Under Courier or Depot Service, the hardware Product will be repaired or exchanged at a designated service center, with shipping at the expense of the Service Provider. Customer is responsible for disconnecting the hardware Product and packing it in a shipping container provided to Customer for return of the hardware Product to a designated service center. A courier will pick up the hardware Product and deliver it to the designated service center. The service center will return the hardware Product to Customer at its expense.

4. Customer Carry-In Service

Under Customer Carry-In Service, the hardware Product will be repaired or exchanged after Customer delivers it to a designated service center at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be made available for collection by Customer. Failure to collect the hardware Product may result in the Service Provider disposing of the hardware Product as it sees fit, with no liability to Customer.

5. Mail-In Service

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Under Mail-In Service, the hardware Product will be repaired or exchanged at a designated service center after Customer delivers it at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be returned to Customer at Lenovo's risk and expense, unless the Service Provider specifies otherwise.

6. Customer Two-Way Mail-In Service

Under Customer Two-Way Mail-In Service, the hardware Product will be repaired or exchanged after Customer delivers it to a designated service center at Customer's risk and expense. After the hardware Product has been repaired or exchanged, it will be made available to Customer for return shipping at Customer's risk and expense. If Customer fails to arrange return shipment, the Service Provider may dispose of the product as it sees fit, with no liability to Customer.

7. Product Exchange Service

Under Product Exchange Service, Lenovo will ship a replacement hardware Product to Customer's location. Customer shall be responsible for its installation and verification of its operation. The replacement hardware Product becomes the property of Customer in exchange for the failed hardware Product, which becomes the property of Lenovo. Customer shall pack the failed hardware Product in the shipping carton used to ship the replacement hardware Product and return it to Lenovo. Transportation charges, both ways, shall be at Lenovo's expense. If Customer fails to use the carton in which the replacement hardware Product was received, Customer may be responsible for any damage to the failed hardware Product occurring during shipment. Customer may be charged for the replacement hardware Product if Lenovo does not receive the failed hardware Product within thirty (30) days of Customer's receipt of the replacement hardware Product.

Payment

Please Pay To:	In Favour Of:
Bank name: Citibank N.A., Hong Kong Branch Bank account holder: Lenovo PC HK Limited Swift code: CITIHKHX Account No. 1140150017 – Currency: US\$	LENOVO PC HK LIMITED, 23/F., Lincoln House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong

Price

It may become necessary that Lenovo increase the price of such Products mentioned above which have not yet shipped. In such event, Lenovo will notify you in writing of an increase in the price of such Products. Customer may cancel all or any portion of the order within seven days from the date of Lenovo's notice to Customer. If Customer does not notify Lenovo (Lenovo Order Entry) within seven days from the date of the notice to Customer, Lenovo will ship the Products to Customer at the increased price.

Payment Terms

Customer shall pay in full all charges, due in US Dollars to Lenovo:

1. prior to shipment as cash prepayment by certified check or bank transfer in a form mutually acceptable; or
2. by establishment of a letter of credit which must:
 - (a) be obtained and its related costs paid by Customer;
 - (b) be in U.S. Dollars and cover the value of each shipment;
 - (c) be irrevocable and in a form and confirmed by a bank acceptable to Lenovo;
 - (d) be opened no later than 30 days prior to the estimated Date of Shipment on the basis of a proforma invoice issued by Lenovo;
 - (e) not expire earlier than 30 days after the estimated Date of Shipment;
 - (f) provided for partial shipments and partial payments in case of partial shipments; and,
 - (g) be negotiable by Lenovo upon submission to the confirming bank of the related commercial invoices and shipping documents.

Failure by Customer to establish a Letter of Credit in accordance with the provisions of this Section will entitle Lenovo to cancel Customer's order without liability on Lenovo's part.

lenovo Customer Agreement

Customer shall bear the full cost and responsibility for obtaining all necessary consents from any government or related authority to enable Customer to clear Products from customs for importation into the country of installation.

If any authority requires Lenovo to include in its invoice to Customer a duty, tax, levy, or fee which they impose, excluding those based on Lenovo's net income, upon this transaction, then Customer shall pay that amount.

If Customer is claiming any income or transaction tax exemption relating to the Products and Services Customer acquired from Lenovo or that Lenovo provides, then Customer shall provide Lenovo with all appropriate documentation.

Delivery

Products ordered will be delivered to Customer, Customer's forwarding agent, a local platform, or a country importation platform as Lenovo specifies below. Lenovo may establish receiving location criteria for Customer, Customer's forwarding agent, a local platform, or a country importation platform (for example, certain physical characteristics, such as a loading dock), as specified. Customer shall act as the importer and pay related customs duties.

Upon becoming aware of any discrepancy between our shipping manifest and the Products and Services received from Lenovo, Customer shall notify Lenovo immediately. Lenovo will work with Customer to reconcile any differences.

Lenovo will select the method of transportation and pay associated charges for Products shipped.

Lenovo may not be able to honor a request for modification or cancellation of an order. Lenovo may apply a cancellation charge for orders Customer cancels within 10 business days before the order is scheduled to be shipped. If a cancellation charge applies, Lenovo will advise Customer if the cancellation charge applies to an order Customer cancels.

Customer accepts the terms of this order form by signing it. The Lenovo Customer Agreement - Offshore and this order form are the complete agreement between the parties concerning the Lenovo Products and Services listed in this order form.

Agreed to: _____
(Customer name)

Agreed to:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name : _____
(type or print)

Name: _____
(type or print)

Title:
Date:

Title:
Date:
Agreement Number:
Lenovo Address:

Received by Lenovo on Date Stamp