# **ThinkCentre**

# Serial ATA Hard Disk Drive User's Guide

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# Serial ATA Hard Disk Drive User's Guide

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# Contents

Safety information v	Preparing the drive for use
General safety guidelines vii	
Service	Chapter 2. Problem solving 7
Power cords and power adapters vii	
Extension cords and related devices viii	Appendix A. Service and Support 9
Plugs and outlets viii	Online technical support 9
Batteries viii	Telephone technical support 9
Heat and product ventilation ix	
CD and DVD drive safety ix	Appendix B. Lenovo Statement of
<b>D</b> (	Limited Warranty 11
Preface xi	Part 1 - General Terms
About this book xi	Part 2 - Country-unique Terms
	Part 3 - Warranty Information
Chapter 1. Product description 1	Warranty Period
Installation planning	Types of Warranty Service
Installation requirements	Worldwide telephone list 26
Partition planning	Guarantee supplement for Mexico 29
Installing the drive 2	
Step 1. Opening your computer	Appendix C. Notices 31
Step 2. Unpacking the drive	Trademarks
Step 3. Mounting the drive in the bay 2	Electronic emission notices
Step 4. Attaching the cables to the drive 3	
Step 5. Completing the installation of the drive 3	

# Safety information

Before installing this product, read the Safety Information.

Antes de instalar este produto, leia as Informações de Segurança.

在安装本产品之前,请仔细阅读 Safety Information (安全信息)。

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

Ennen kuin asennat tämän tuotteen, lue turvaohjeet kohdasta Safety Information.

Avant d'installer ce produit, lisez les consignes de sécurité.

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

Πριν εγκαταστήσετε το προϊόν αυτό, διαβάστε τις πληροφορίες ασφάλειας (safety information).

לפני שתתקינו מוצר זה, קראו את הוראות הבטיחות.

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

Prima di installare questo prodotto, leggere le Informazioni sulla Sicurezza.

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

Пред да се инсталира овој продукт, прочитајте информацијата за безбедност.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

Les sikkerhetsinformasjonen (Safety Information) før du installerer dette produktet.

Przed zainstalowaniem tego produktu, należy zapoznać się z książką "Informacje dotyczące bezpieczeństwa" (Safety Information).

Antes de instalar este produto, leia as Informações sobre Segurança.

Перед установкой продукта прочтите инструкции по технике безопасности.

Pred inštaláciou tohto produktu si prečítajte bezpečnostné informácie.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

安裝本產品之前,請先閱讀「安全資訊」。

# General safety guidelines

Always observe the following precautions to reduce the risk of injury and property damage.

## **Service**

Do not attempt to service a product yourself unless instructed to do so by the Customer Support Center. Use only a service provider who is approved to repair your particular product.

**Note:** Some parts can be upgraded or replaced by the customer. These parts are referred to as Customer Replaceable Units, or CRUs. Lenovo expressly identifies CRUs as such, and provides documentation with instructions when it is appropriate for customers to replace those parts. You must closely follow all instructions when performing such replacements. Always make sure that the power is turned off and that the product is unplugged from any power source before you attempt the replacement. If you have any questions or concerns, contact the Customer Support Center.

## Power cords and power adapters

Use only the power cords and power adapters supplied by the product manufacturer.

Never wrap a power cord around the power adapter or other object. Doing so can stress the cord in ways that can cause the cord to fray, crack or crimp. This can present a safety hazard.

Always route power cords so that they will not be walked on, tripped over, or pinched by objects.

Protect the cord and power adapters from liquids. For instance, do not leave your cord or power adapter near sinks, tubs, toilets, or on floors that are cleaned with liquid cleansers. Liquids can cause a short circuit, particularly if the cord or power adapter has been stressed by misuse. Liquids can also cause gradual corrosion of the power cord terminals and/or the connector terminals on the adapter which can eventually result in overheating.

Always connect power cords and signal cables in the correct order and ensure that all power cord connectors are securely and completely plugged into receptacles.

Do not use any power adapter that shows corrosion at the ac input pins and/or shows signs of overheating (such as deformed plastic) at the ac input or anywhere on the power adapter.

Do not use any power cords where the electrical contacts on either end show signs of corrosion or overheating or where the power cord appears to have been damaged in any way.

## Extension cords and related devices

Ensure that extension cords, surge protectors, uninterruptible power supplies, and power strips that you use are rated to handle the electrical requirements of the product. Never overload these devices. If power strips are used, the load should not exceed the power strip input rating. Consult an electrician for more information if you have questions about power loads, power requirements, and input ratings.

## Plugs and outlets

If a receptacle (power outlet) that you intend to use with your computer equipment appears to be damaged or corroded, do not use the outlet until it is replaced by a qualified electrician.

Do not bend or modify the plug. If the plug is damaged, contact the manufacturer to obtain a replacement.

Some products are equipped with a three-pronged plug. This plug fits only into a grounded electrical outlet. This is a safety feature. Do not defeat this safety feature by trying to insert it into a non-grounded outlet. If you cannot insert the plug into the outlet, contact an electrician for an approved outlet adapter or to replace the outlet with one that enables this safety feature. Never overload an electrical outlet. The overall system load should not exceed 80 percent of the branch circuit rating. Consult an electrician for more information if you have questions about power loads and branch circuit ratings.

Be sure that the power outlet you are using is properly wired, easily accessible, and located close to the equipment. Do not fully extend power cords in a way that will stress the cords.

Connect and disconnect the equipment from the electrical outlet carefully

## **Batteries**

All personal computers manufactured by Lenovo contain a non-rechargeable coin cell battery to provide power to the system clock. In addition many mobile products such as ThinkPad notebook PCs utilize a rechargeable battery pack to provide system power when in portable mode. Batteries supplied by Lenovo for use with your product have been tested for compatibility and should only be replaced with Lenovo approved parts.

Never attempt to open or service any battery. Do not crush, puncture, or incinerate batteries or short circuit the metal contacts. Do not expose the battery to water or other liquids. Only recharge the battery pack strictly according to instructions included in the product documentation.

Battery abuse or mishandling can cause the battery to overheat, which can cause gasses or flame to "vent" from the battery pack or coin cell. If your battery is damaged, or if you notice any discharge from your battery or the buildup of foreign materials on the battery leads, stop using the battery and obtain a replacement from the battery manufacturer.

Batteries can degrade when they are left unused for long periods of time. For some rechargeable batteries (particularly Lithium Ion batteries), leaving a battery unused in a discharged state could increase the risk of a battery short circuit, which could

shorten the life of the battery and can also pose a safety hazard. Do not let rechargeable Lithium-Ion batteries completely discharge or store these batteries in a discharged state.

## Heat and product ventilation

Computers generate heat when turned on and when batteries are charging. Notebook PCs can generate a significant amount of heat due to their compact size. Always follow these basic precautions:

- Do not leave the base of your computer in contact with your lap or any part of your body for an extended period when the computer is functioning or when the battery is charging. Your computer produces some heat during normal operation. Extended contact with the body could cause discomfort or, potentially, a skin burn.
- Do not operate your computer or charge the battery near flammable materials or in explosive environments.
- Ventilation slots, fans and/or heat sinks are provided with the product for safety, comfort, and reliable operation. These features might inadvertently become blocked by placing the product on a bed, sofa, carpet, or other flexible surface. Never block, cover or disable these features.

## CD and DVD drive safety

CD and DVD drives spin discs at a high speed. If a CD or DVD is cracked or otherwise physically damaged, it is possible for the disc to break apart or even shatter when the CD drive is in use. To protect against possible injury due to this situation, and to reduce the risk of damage to your machine, do the following:

- · Always store CD/DVD discs in their original packaging
- Always store CD/DVD discs out of direct sunlight and away from direct heat sources
- Remove CD/DVD discs from the computer when not in use
- Do not bend or flex CD/DVD discs, or force them into the computer or their packaging
- · Check CD/DVD discs for cracks before each use. Do not use cracked or damaged discs

## **Preface**

Thank you for purchasing this Lenovo<sup>TM</sup> product. Please take a few moments to register your product and provide us with information that will help Lenovo to better serve you in the future. Your feedback is valuable to us in developing products and services that are important to you, as well as in developing better ways to communicate with you. Register your option on the following Web site:

http://www.lenovo.com/register/

Lenovo will send you information and updates on your registered product unless you indicate on the Web site questionnaire that you do not want to receive further information.

## About this book

This book contains instructions for installing, setting up, and using your Serial ATA Hard Disk Drive. The manual is divided into the following sections:

**Part 1:** Product and software description, installation requirements, handling instructions, and installation and configuration information in the following languages:

- Brazilian Portuguese
- Czech
- English
- French
- German
- Italian
- Japanese
- Simplified Chinese
- Slovak
- Spanish
- · Traditional Chinese

Part 2: Troubleshooting, service information, and notices.

**Note:** The illustrations in this publication might differ slightly from your hardware.

# **Chapter 1. Product description**

The Serial ATA Hard Disk Drive (SATA) can only be installed in computers with Serial ATA architecture. The SATA Hard Disk Drive connects to the SATA interface in a single drive per cable configuration, so there are no jumper settings required for master or slave settings, as with Parallel ATA.

Your hard disk drive can be configured in one of the following ways:

- · Single drive
  - To be installed as the only hard disk drive in a computer
  - To replace a hard disk drive
- · One of multiple drives to operate with other installed hard disk drives

In addition to this user's guide, your option package contains:

- Serial ATA hard disk drive
- · Four drive-mounting screws
- User's Guide CD
- · Safety information manual
- SATA cable

Contact your place of purchase if parts are missing or damaged. Be sure to retain your proof of purchase. It may be required to receive warranty service.

## Installation planning

This section contains detailed information to help you plan your hard disk drive installation.

# Installation requirements

To install the disk drive you must have:

Documentation

The documentation that came with your computer and operating system

SATA port

Your computer must have an SATA port on the system board or an SATA bus adapter. If you are not sure about your SATA port, see the documentation that came with your computer.

# **Partition planning**

The latest releases of Microsoft operating systems have an option for a 32-bit file allocation table called FAT32. FAT32 supports partitions as large as 2 TB<sup>1</sup> and cluster sizes of 4 KB<sup>2</sup> for partitions up to 8 GB<sup>3</sup>. If you have FAT32, you will be able to prepare your drive without concern for partition size limits or storage

<sup>1.</sup> When referring to hard disk drive capacity, TB (terabyte) means 1 000 000 000 000 bytes; total user-accessible capacity may vary depending on operating system.

<sup>2.</sup> When referring to cluster sizes, KB means 1 024 bytes.

<sup>3.</sup> When referring to hard-disk drive capacity, GB (gigabyte) means 1 000 000 000 bytes; total user-accessible capacity may vary depending on operating system.

efficiency. To determine if you have FAT32 installed, select your existing drive under My Computer and select Properties. If FAT32 is installed, the General tab will display "FAT32" under the drive label.

If you use Windows XP, you must use the NT File System (NTFS) to partition your new drive. For more information on partitioning your drive for Windows XP, see "Partitioning and formatting your drive" on page 4.

## Installing the drive

If you are using Windows 2000 or Windows XP on your existing drive, you must install your new drive in the computer before using Windows to partition and format your new drive.

The instructions in this section are general guidelines that apply to most computers. For specific information on installing a hard disk drive in your computer, see the documentation that came with your computer.

## Step 1. Opening your computer

Before opening your computer, complete the following steps:

- 1. Turn off the computer.
- 2. Unplug the cables from the power outlets for your computer and all attached

It is now safe to open your computer. For specific information about opening your computer, see the documentation that came with your computer.

## Step 2. Unpacking the drive

Use the following procedure to unpack and handle the drive. To prevent damage and static-electricity discharge, keep handling to a minimum.

- 1. Do no open the antistatic bag until you are ready to install the drive. Static electricity can damage the drive and other computer components.
- 2. Touch the inner conductive surface of the antistatic bag containing the drive and your hand to an unpainted metal surface on the computer for two seconds. This drains static electricity from the bag and from your body.
- 3. Before handling the drive, ground yourself by touching an unpainted surface on the computer. Ground yourself again after leaving and returning to your work area.
- 4. Always handle the drive by its edges. Do not touch any exposed printed circuitry, components, or connector pins.
- 5. While installing the drive, avoid all unnecessary handling. Rough handling can damage the heads, rotating disks, and bearings inside the drive housing.
- 6. If you must put the drive down, place the antistatic bag on a flat, padded surface and place the drive on the bag with the component side facing up.

Note: If you want to install the drive in a 5.25-inch bay, you will need to purchase a conversion kit.

# Step 3. Mounting the drive in the bay

You can mount the drive horizontally or vertically. To mount the drive in the bay:

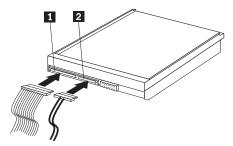
1. Slide the drive into the bay.

- 2. If you will be adding your new drive to a system with an existing drive, make sure the new drive is positioned so that it is adjacent to and oriented in the same direction as the existing hard drive so that you will not have to twist the interface cable in order to connect the drives.
- 3. Align the drive-bay screw holes with the threaded holes in the drive housing or expansion brackets.
- 4. Hand thread the screws to lightly secure the drive in the bay. For some installations, it might be necessary to use the screw holes on the bottom (circuit board side) of the drive.
- 5. Check the drive alignment and tighten the screws. Do not overtighten.

## Step 4. Attaching the cables to the drive

Use the following procedure to attach the cables.

- 1. Attach the cable provided with your option to the 7-pin port (2) on your drive.
- 2. Attach the other end to the serial ATA port. The serial ATA port can be on the computer system board or on an adapter installed in an expansion slot.



- 1 15-pin SATA power connector
- 2 7-pin cable
- 3. Find an unused 15-pin SATA power connector coming from the computer power supply and attach it to the DC power connector on the drive ( 1 ). The power connector is keyed so that it attaches one way only. Do not force it. If the connector does not attach using reasonable pressure, recheck the orientation of the cable connector to the drive connector and try again.

**Note:** Connect only one power cable.

# Step 5. Completing the installation of the drive

To complete the installation of the drive:

- 1. Verify that the hard disk drive is securely mounted and the cables are firmly attached.
- 2. Verify that the cables do not interfere with the computer cover and do not block the power supply fan blades or air flow paths.
- 3. Replace the computer cover.
- 4. Reconnect all devices. Make sure that the keyboard, mouse, and monitor cables are firmly connected.
- 5. Reconnect all AC power cords.

## Preparing the drive for use

When you restart your computer, the configuration setup information screen displays because you changed the hardware in your computer. Some computers require you to make configuration choices the first time you restart after installing a new device. If the screen does not display, see your computer documentation for information about how to access it. For most computers, you can see the configuration information during computer startup by pressing F1 when the configuration graphic displays in the upper right corner of your screen.

Check your configuration setup information for one of the following:

- If the configuration setup program reports the size of your new drive as what you expected, save your changes, close the configuration program, and continue with "Partitioning and formatting your drive" on page 4.
- If your computer seems to stop responding or if it does not restart successfully, go to Chapter 2, "Problem solving," on page 7.

## Partitioning and formatting your drive

If you are adding your drive to a computer that has Windows 2000 installed on an existing drive, follow the instructions below to partition and format your new SATA drive.

- 1. Turn on your computer.
- 2. Click Start -> Settings -> Control Panel.
- 3. Double-click Administrative Tools.
- 4. Double-click Computer Management.
- 5. Double-click Storage.
- 6. Double-click Disk Management.
- 7. Click on the new drive located in the lower right side of the screen.
- 8. From the menu bar, click Action -> All Tasks -> New Partition.
- 9. The New Partition window opens. Follow the onscreen instructions to partition the drive.
- 10. After clicking **Finish** in the onscreen instructions, the format will begin.

If you are adding your drive to a computer that has Windows XP installed on an existing drive, follow the instructions below to partition and format your new SATA drive.

**Note:** When installing a ThinkAccesories Hard Disk Drive under Windows XP to be able to access capacities above 137GB, a minimum of Service Pack 1a (SP1a) is required.

- 1. Turn on your computer.
- 2. Click Start -> My Computer.
- 3. Right click My Computer.
- 4. Click **Manage**. The Computer Management window opens.
- 5. From the left side menu, single click **Disk Management**.
- 6. Click on the new drive located in the lower right side of the screen.
- 7. From the menu bar, click **Action -> All Tasks -> New Partition**.
- 8. The New Partition window opens. Follow the onscreen instructions to partition the drive.
- 9. After clicking **Finish** in the onscreen instructions, the format will begin.

Note: If you are installing the drive in a computer that has no hard disk drive, follow the instructions below to partition and format the new hard disk drive for the Windows 2000 or Windows XP operating system using NTFS:

- 1. Insert the first Windows 2000 or Windows XP installation diskette (Setup Disk #1) in the diskette drive or insert the Windows 2000 or Windows XP installation CD into your CD-ROM drive.
- 2. Restart your computer.
- 3. Use the instructions in the Windows 2000 or Windows XP user's guide to partition and format your drive.

# **Chapter 2. Problem solving**

If you install your new hard disk drive and the startup program seems to stop responding or does not report the new drive correctly, there might be a hardware problem. See the following sections for more information on these issues.

## Correcting hardware problems

To isolate and correct a hardware problem, try the following:

- 1. Use the following procedures to check the cable connections.
  - a. Turn off the computer.
  - b. Unplug the cables from the power outlets for your computer and all attached devices.
  - **c.** Remove the computer cover and disconnect the interface cable from the drive.
  - d. Confirm connections to the hard disk drive interface and power connector. See "Step 4. Attaching the cables to the drive" on page 3.
  - e. Verify that the power cable is correctly attached to the drive.
  - f. Replace the computer cover.
  - g. Reconnect the power cord to the computer.
  - h. Restart your computer.

If the problem does not occur again, go back to "Preparing the drive for use" on page 4. If the problem occurs again, continue with step 2.

- 2. Check for a conflict with another device and restart the computer with only the new hard disk drive connected.
  - a. Turn off the computer.
  - b. Unplug the cables from the power outlets for your computer and all attached devices.
  - **c.** Remove the computer cover and disconnect all devices from the IDE and SATA ports.
  - d. Connect the new hard disk drive to a Serial ATA port.
  - e. Replace the computer cover.
  - f. Recheck all external cables.
  - g. Restart the computer and check the drive size reported by the configuration setup program. If the hard disk drive is now correctly detected, you have a compatibility problem with one of the disconnected devices.
  - h. To isolate an incompatibility problem:
    - Refer to the user's guides for the attached devices.
    - If the conflicting device is a hard disk drive that is not a Lenovo product, check the Web site for the drive manufacturer or call the manufacturer's help desk.
    - When you have corrected the compatibility problem, go back to "Preparing the drive for use" on page 4 to complete the disk drive preparation process.

# Appendix A. Service and Support

The following information describes the technical support that is available for your product, during the warranty period or throughout the life of the product. Refer to your Lenovo Statement of Limited Warranty for a full explanation of Lenovo warranty terms.

## Online technical support

Online technical support is available during the life of your product through the Lenovo Support Web site at http://www.lenovo.com/think/support.

During the warranty period, assistance for replacement or exchange of defective components is available. In addition, if your option is installed in a Lenovo computer, you might be entitled to service at your location. Your technical support representative can help you determine the best alternative.

## Telephone technical support

Installation and configuration support through the Customer Support Center will be withdrawn or made available for a fee, at Lenovo's discretion, 90 days after the option has been withdrawn from marketing. Additional support offerings, including step-by-step installation assistance, are available for a nominal fee.

To assist the technical support representative, have available as much of the following information as possible:

- · Option name
- Option number
- Proof of purchase
- · Computer manufacturer, model, serial number, and manual
- Exact wording of the error message (if any)
- Description of the problem
- Hardware and software configuration information for your system

If possible, be at your computer. Your technical support representative might want to walk you through the problem during the call.

For a list of Service and Support phone numbers, see "Worldwide telephone list" on page 26. Phone numbers are subject to change without notice. For the most current phone numbers, go to http://www.lenovo.com/think/support and click **Support phone list**. If the number for your country or region is not listed, contact your reseller or Lenovo marketing representative.

# **Appendix B. Lenovo Statement of Limited Warranty**

LSOLW-00 05/2005

## Part 1 - General Terms

This Statement of Limited Warranty includes Part 1 - General Terms, Part 2 - Country-unique Terms, and Part 3 - Warranty Information. The terms of Part 2 replace or modify those of Part 1. The warranties provided by Lenovo Group Limited or one of its subsidiaries (called "Lenovo") in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. The term "Machine" means a Lenovo machine, its options, features, conversions, upgrades or peripheral products, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.

## What this Warranty Covers

Lenovo warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to Lenovo's Official Published Specifications ("Specifications") which are available on request. The warranty period for the Machine starts on the original date of installation and is specified in Part 3 - Warranty Information. The date on your invoice or sales receipt is the date of installation unless Lenovo or your reseller informs you otherwise. Unless Lenovo specifies otherwise, these warranties apply only in the country or region in which you purchased the Machine.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## What this Warranty Does not Cover

This warranty does not cover the following:

- any software programs, whether pre-loaded or shipped with the Machine, or installed subsequently;
- failure resulting from misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
- failure caused by a product for which Lenovo is not responsible; and
- any non-Lenovo products, including those that Lenovo may procure and provide with or integrate into a Lenovo Machine at your request.

The warranty is voided by removal or alteration of identification labels on the Machine or its parts.

Lenovo does not warrant uninterrupted or error-free operation of a Machine.

Any technical or other support provided for a Machine under warranty, such as assistance with "how-to" questions and those regarding Machine set-up and installation, is provided WITHOUT WARRANTIES OF ANY KIND.

## How to Obtain Warranty Service

Warranty service may be provided by Lenovo, IBM, your reseller if authorized to perform warranty service, or an authorized warranty service provider. Each of them is referred to as a "Service Provider."

If the Machine does not function as warranted during the warranty period, contact a Service Provider. If you do not register the Machine with Lenovo, you may be required to present proof of purchase as evidence of your entitlement to warranty service.

#### What Lenovo Will Do to Correct Problems

When you contact a Service Provider for service, you must follow the problem determination and resolution procedures that we specify. An initial diagnosis of your problem can be made either by a technician over the telephone or electronically by access to a support website.

The type of warranty service applicable to your Machine is specified in Part 3 -Warranty Information.

You are responsible for downloading and installing designated software updates from a support web site or from other electronic media, and following the instructions that your Service Provider provides. Software updates may include basic input/output system code (called "BIOS"), utility programs, device drivers, and other software updates.

If your problem can be resolved with a Customer Replaceable Unit ("CRU") (e.g., keyboard, mouse, speaker, memory, hard disk drive), your Service Provider will ship the CRU to you for you to install.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone or electronically, through your application of software updates, or with a CRU, your Service Provider, will either, at its discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. If your Service Provider is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

As part of the warranty service, your Service Provider may also install selected engineering changes that apply to the Machine.

## Exchange of a Machine or Part

When the warranty service involves the exchange of a Machine or part, the item your Service Provider replaces becomes Lenovo's property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

## Your Additional Responsibilities

Before your Service Provider exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to:

- 1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
- 2. obtain authorization from the owner to have your Service Provider service a Machine that you do not own; and
- 3. where applicable, before service is provided:
  - a. follow the service request procedures that your Service Provider provides;
  - b. backup or secure all programs, data, and funds contained in the Machine;
  - c. provide your Service Provider with sufficient, free, and safe access to your facilities to permit Lenovo to fulfill its obligations.
- 4. (a) ensure all information about identified or identifiable individuals (Personal Data) is deleted from the Machine (to the extent technically possible), (b) allow your Service Provider or a supplier to process on your behalf any remaining Personal Data as your Service Provider considers necessary to fulfill its obligations under this Statement of Limited Warranty (which may include shipping the Machine for such processing to other service locations around the world), and (c) ensure that such processing complies with any laws applicable to such Personal Data.

## Limitation of Liability

Lenovo is responsible for loss of, or damage to, your Machine only while it is 1) in your Service Provider's possession or 2) in transit in those cases where Lenovo is responsible for the transportation charges.

Neither Lenovo nor your Service Provider are responsible for any of your confidential, proprietary or personal information contained in a Machine which you return for any reason. You should remove all such information from the Machine prior to its return.

Circumstances may arise where, because of a default on Lenovo's part or other liability, you are entitled to recover damages from Lenovo. In each such instance, regardless of the basis on which you are entitled to claim damages from Lenovo (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, Lenovo is liable for no more than

- 1. damages for bodily injury (including death) and damage to real property and tangible personal property for which Lenovo is legally liable; and
- 2. the amount of any other actual direct damages, up to the charges for the Machine that is subject of the claim.

This limit also applies to Lenovo's suppliers, resellers and your Service Provider. It is the maximum for which Lenovo, its suppliers, resellers, and your Service Provider are collectively responsible.

UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUPPLIERS, RESELLERS OR SERVICE PROVIDERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE,

GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Governing Law

Both you and Lenovo consent to the application of the laws of the country in which you acquired the Machine to govern, interpret, and enforce all of your and Lenovo's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty, without regard to conflict of law principles.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

## **Jurisdiction**

All of our rights, duties, and obligations are subject to the courts of the country in which you acquired the Machine.

## Part 2 - Country-unique Terms

## **AMERICAS**

## **ARGENTINA**

**Jurisdiction:** *The following is added after the first sentence:* 

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

## **BOLIVIA**

**Jurisdiction:** *The following is added after the first sentence:* 

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the courts of the city of La Paz.

#### **BRAZIL**

**Jurisdiction:** *The following is added after the first sentence:* 

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the court of Rio de Janeiro, RJ.

## **CHILE**

**Jurisdiction:** *The following is added after the first sentence:* 

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Civil Courts of Justice of Santiago.

## **COLOMBIA**

**Jurisdiction:** The following is added after the first sentence:

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges of the Republic of Colombia.

#### **ECUADOR**

**Jurisdiction:** *The following is added after the first sentence:* 

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges of Quito.

## MEXICO

**Jurisdiction:** The following is added after the first sentence:

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Federal Courts of Mexico City, Federal District.

#### **PARAGUAY**

**Jurisdiction:** *The following is added after the first sentence:* 

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the courts of the city of Asuncion.

#### **PERU**

**Jurisdiction:** *The following is added after the first sentence:* 

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges and Tribunals of the Judicial District of Lima, Cercado.

**Limitation of Liability:** *The following is added at the end of this section:* In accordance with Article 1328 of the Peruvian Civil Code the limitations and exclusions specified in this section will not apply to damages caused by Lenovo's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

#### **URUGUAY**

**Jurisdiction:** The following is added after the first sentence:

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the City of Montevideo Court's Jurisdiction.

#### **VENEZUELA**

**Jurisdiction:** The following is added after the first sentence:

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Courts of the Metropolitan Area Of the City of Caracas.

## **NORTH AMERICA**

**How to Obtain Warranty Service:** *The following is added to this Section:* To obtain warranty service from IBM service in Canada or the United States, call 1-800-IBM-SERV (426-7378).

## **CANADA**

**Limitation of Liability:** *The following replaces item 1 of this section:* 

1. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by Lenovo's negligence; and

Governing Law: The following replaces "laws of the country in which you acquired the *Machine" in the first sentence:* 

laws in the Province of Ontario.

## **UNITED STATES**

**Governing Law:** The following replaces "laws of the country in which you acquired the *Machine" in the first sentence:* 

laws of the State of New York.

#### **ASIA PACIFIC**

## AUSTRALIA

**What this Warranty Covers:** *The following paragraph is added to this section:* 

The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.

**Limitation of Liability:** *The following is added to this section:* 

Where Lenovo is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, Lenovo's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law: The following replaces "laws of the country in which you acquired the Machine" in the first sentence: laws of the State or Territory.

## CAMBODIA AND LAOS

Governing Law: The following replaces "laws of the country in which you acquired the Machine" in the first sentence: laws of the State of New York, United States of America.

#### CAMBODIA, INDONESIA, AND LAOS

**Arbitration:** The following is added under this heading:

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

## HONG KONG S.A.R. OF CHINA AND MACAU S.A.R. OF CHINA

**Governing Law:** The following replaces "laws of the country in which you acquired the Machine" in the first sentence:

laws of Hong Kong Special Administrative Region of China.

#### **INDIA**

**Limitation of Liability:** *The following replaces items* 1 *and* 2 *of this section:* 

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by Lenovo's negligence; and

2. as to any other actual damage arising in any situation involving nonperformance by Lenovo pursuant to, or in any way related to the subject of this Statement of Limited Warranty, the charge paid by you for the individual Machine that is the subject of the claim.

**Arbitration:** The following is added under this heading

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

#### **JAPAN**

**Governing Law:** *The following sentence is added to this section:* 

Any doubts concerning this Statement of Limited Warranty will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

#### **MALAYSIA**

**Limitation of Liability:** The word "SPECIAL" in item 3 of the fifth paragraph is deleted.

## **NEW ZEALAND**

**What this Warranty Covers:** *The following paragraph is added to this section:* The warranties specified in this section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which Lenovo provides, if you require the goods for the purposes of a business as defined in that Act.

**Limitation of Liability:** *The following is added to this section:* 

Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

## PEOPLE'S REPUBLIC OF CHINA (PRC)

Governing Law: The following replaces "laws of the country in which you acquired the Machine" in the first sentence:

laws of the State of New York, United States of America (except when local law requires otherwise).

#### **PHILIPPINES**

**Limitation of Liability:** *Item 3 in the fifth paragraph is replaced by the following:* SPECIAL (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), MORAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY ECONOMIC **CONSEQUENTIAL DAMAGES; OR** 

**Arbitration:** The following is added: under this heading

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc.. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

## **SINGAPORE**

Limitation of Liability: The words "SPECIAL" and "ECONOMIC" in item 3 in the fifth paragraph are deleted.

#### EUROPE, MIDDLE EAST, AFRICA (EMEA)

## THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:

The terms of this Statement of Limited Warranty apply to Machines purchased from Lenovo or a Lenovo reseller.

### How to Obtain Warranty Service:

Add the following paragraph in Western Europe (Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country subsequently added to the European *Union, as from the date of accession):* 

The warranty for Machines acquired in Western Europe shall be valid and applicable in all Western Europe countries provided the Machines have been announced and made available in such countries.

If you purchase a Machine in one of the Western European countries, as defined above, you may obtain warranty service for that Machine in any of those countries from a Service Provider, provided the Machine has been announced and made available by Lenovo in the country in which you wish to obtain service.

If you purchased a Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from a Service Provider, provided the Machine has been announced and made available by Lenovo in the country in which you wish to obtain service..

If you purchase a Machine in a Middle Eastern or African country, you may obtain warranty service for that Machine from a Service Provider within the country of purchase, provided the Machine has been announced and made available by Lenovo in that country. Warranty service in Africa is available within 50 kilometers of a Service Provider. You are responsible for transportation costs for Machines located outside 50 kilometers of a Service Provider.

## Governing Law:

The phrase "the laws of the country in which you acquired the Machine" is replaced by:

1) "the laws of Austria" in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia; 2) "the laws of France" in Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna; 3) "the laws of Finland" in Estonia, Latvia, and Lithuania; 4) "the laws of England" in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe; and 5) "the laws of South Africa" in South Africa, Namibia, Lesotho and Swaziland.

**Jurisdiction:** The following exceptions are added to this section:

1) In Austria the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City); 2) in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe all disputes arising out of this Statement of Limited Warranty or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) in Belgium and Luxembourg, all disputes arising out of this Statement of Limited Warranty or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of your registered office and/or commercial site location only are competent; 4) in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and

Wallis & Futuna all disputes arising out of this Statement of Limited Warranty or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) in Russia, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Statement of Limited Warranty shall be settled by Arbitration Court of Moscow; 6) in South Africa, Namibia, Lesotho and Swaziland, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the High Court in Johannesburg; 7) in Turkey all disputes arising out of or in connection with this Statement of Limited Warranty shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for Israel, c) Milan for Italy, d) Lisbon for Portugal, and e) Madrid for Spain; and 9) in the United Kingdom, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

**Arbitration:** *The following is added under this heading:* 

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Statement of Limited Warranty or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. Lenovo may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Statement of Limited Warranty will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

## **EUROPEAN UNION (EU)**

## THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:

The warranty for Machines acquired in EU countries is valid and applicable in all EU countries provided the Machines have been announced and made available in such countries.

**How to Obtain Warranty Service:** *The following is added to this section:* To obtain warranty service from IBM service in EU countries, see the telephone listing in Part 3 - Warranty Information. You may contact IBM service at the following address:

IBM Warranty & Service Quality Dept. PO Box 30

Spango Valley Greenock Scotland PA16 0AH

## **CONSUMERS**

Consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the warranties provided in this Statement of Limited Warranty.

# AUSTRIA, DENMARK, FINLAND, GREECE, ITALY, NETHERLANDS, NORWAY, PORTUGAL, SPAIN, SWEDEN AND SWITZERLAND

**Limitation of Liability:** *The following replaces the terms of this section in its entirety:* Except as otherwise provided by mandatory law:

- 1. Lenovo's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty or due to any other cause related to this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Lenovo is at fault) or of such cause, for a maximum amount equal to the charges you paid for the Machine.
  The above limitation shall not apply to damages for bodily injuries (including
  - The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Lenovo is legally liable.
- 2. UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUPPLIERS, RESELLERS OR SERVICE PROVIDERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

## FRANCE AND BELGIUM

**Limitation of Liability:** *The following replaces the terms of this section in its entirety:* Except as otherwise provided by mandatory law:

- 1. Lenovo's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Lenovo is at fault), for a maximum amount equal to the charges you paid for the Machine that has caused the damages.
  - The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Lenovo is legally liable.
- 2. UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUPPLIERS, RESELLERS OR SERVICE PROVIDERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

#### **AUSTRIA**

The provisions of this Statement of Limited Warranty replace any applicable statutory warranties.

What this Warranty Covers: The following replaces the first sentence of the first paragraph of this section:

The warranty for a Lenovo Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

The limitation period for consumers in action for breach of warranty is the statutory period as a minimum. In case your Service Provider is unable to repair a Lenovo Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What Lenovo Will Do to Correct Problems: The following is added to this section: During the warranty period, Lenovo will reimburse you for the transportation charges for the delivery of the failing Machine to IBM Service.

**Limitation of Liability:** *The following paragraph is added to this section:* The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by Lenovo with fraud or gross negligence and for express warranty.

*The following sentence is added to the end of item 2:* 

Lenovo's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

#### **EGYPT**

**Limitation of Liability:** *The following replaces item 2 in this section:* as to any other actual direct damages, Lenovo's liability will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers, resellers, and Service Providers (unchanged).

## **FRANCE**

**Limitation of Liability:** The following replaces the second sentence of the first paragraph of this section:

In such instances, regardless of the basis on which you are entitled to claim damages from Lenovo, Lenovo is liable for no more than: (items 1 and 2 unchanged).

## **GERMANY**

What this Warranty Covers: The following replaces the first sentence of the first paragraph of this section:

The warranty for a Lenovo Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

The minimum warranty period for Machines is twelve months. In case your Service Provider is unable to repair a Lenovo Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What Lenovo Will Do to Correct Problems: *The following is added to this section:* During the warranty period, transportation for delivery of the failing Machine to Lenovo or IBM service will be at Lenovo's expense.

**Limitation of Liability:** *The following paragraph is added to this section:* The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by Lenovo with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

Lenovo's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

#### **HUNGARY**

**Limitation of Liability:** *The following is added at the end of this section:* The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Statement of Limited Warranty balance this limitation of liability.

#### **IRELAND**

What this Warranty Covers: *The following is added to this section:* Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

Limitation of Liability: The following replaces the terms of section in its entirety: For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of Lenovo in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which Lenovo is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from Lenovo.

This section sets out the extent of Lenovo's liability and your sole remedy.

- 1. Lenovo will accept unlimited liability for death or personal injury caused by the negligence of Lenovo.
- 2. Subject always to the **Items for Which Lenovo is Not Liable** below, Lenovo will accept unlimited liability for physical damage to your tangible property resulting from the negligence of Lenovo.
- 3. Except as provided in items 1 and 2 above, Lenovo's entire liability for actual damages for any one Default will not in any event exceed 125% of the amount you paid for the Machine directly relating to the Default.

#### Items for Which Lenovo is Not Liable

Save with respect to any liability referred to in item 1 above, under no

circumstances is Lenovo, its suppliers, resellers or Service Providers liable for any of the following, even if Lenovo or they were informed of the possibility of such losses:

- 1. loss of, or damage to, data;
- 2. special, indirect, or consequential loss; or
- 3. loss of profits, business, revenue, goodwill, or anticipated savings.

#### **SLOVAKIA**

**Limitation of Liability:** *The following is added to the end of the last paragraph:* The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

### SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

**Limitation of Liability:** *The following is added to this section:* 

Lenovo's entire liability to you for actual damages arising in all situations involving nonperformance by Lenovo in respect of the subject matter of this Statement of Warranty will be limited to the charge paid by you for the individual Machine that is the subject of your claim from Lenovo.

#### UNITED KINGDOM

**Limitation of Liability:** *The following replaces the terms of this section is in its entirety:* For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of Lenovo in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which Lenovo is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from Lenovo.

This section sets out the extent of Lenovo's liability and your sole remedy.

- 1. Lenovo will accept unlimited liability for:
  - a. death or personal injury caused by the negligence of Lenovo; and
  - b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section.
- 2. Lenovo will accept unlimited liability, subject always to the Items for Which Lenovo is Not Liable below, for physical damage to your tangible property resulting from the negligence of Lenovo.
- 3. Lenovo's entire liability for actual damages for any one Default will not in any event, except as provided in items 1 and 2 above, exceed 125% of the total purchase price payable or the charges for the Machine directly relating to the Default.

These limits also apply to Lenovo's suppliers, resellers and Service Providers. They state the maximum for which Lenovo and such suppliers, resellers and Service Providers are collectively responsible.

#### Items for Which Lenovo is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is Lenovo or any of its suppliers, resellers or Service Providers liable for any of the following, even if Lenovo or they were informed of the possibility of such losses:

1. loss of, or damage to, data;

- 2. special, indirect, or consequential loss; or
- 3. loss of profits, business, revenue, goodwill, or anticipated savings.

# **Part 3 - Warranty Information**

This Part 3 provides information regarding the warranty applicable to your Machine, including the warranty period and type of warranty service Lenovo provides.

# **Warranty Period**

The warranty period may vary by country or region and is specified in the table below. NOTE: "Region" means either Hong Kong or Macau Special Administrative Region of China.

A warranty period of 3 years on parts and 3 years on labor means that Lenovo provides warranty service during the three years of the warranty period.

Machine Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service
Serial ATA Hard Disk Drive	Worldwide	3 years	7

# **Types of Warranty Service**

If required, your Service Provider will provide repair or exchange service depending on the type of warranty service specified for your Machine in the above table and as described below. Scheduling of service will depend upon the time of your call and is subject to parts availability. Service levels are response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations, additional charges may apply outside your Service Provider's normal service area, contact your local Service Provider representative or your reseller for country and location specific information.

#### 1. Customer Replaceable Unit ("CRU") Service

Lenovo will ship CRUs to you for you to install, Tier 1 CRUs are easy to install whereas Tier 2 CRUs require some technical skill and tools. CRU information and replacement instructions are shipped with your Machine and are available from Lenovo at any time on your request. You may request that a Service Provider install CRUs, at no additional charge, under the type of warranty service designated for your Machine. Lenovo specifies in the materials shipped with a replacement CRU whether a defective CRU must be returned. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if Lenovo does not receive the defective CRU within 30 days of your receipt of the replacement.

#### 2. On-site Service

Your Service Provider will either repair or exchange the failing Machine at your location and verify its operation. You must provide suitable working area to allow disassembly and reassembly of the Lenovo Machine. The area must be clean, well lit and suitable for the purpose. For some Machines, certain repairs may require sending the Machine to a designated service center.

#### 3. Courier or Depot Service \*

You will disconnect the failing Machine for collection arranged by your Service Provider. A shipping container will be provided to you for you to return your Machine to a designated service center. A courier will pick up your Machine and deliver it to the designated service center. Following its repair or exchange, the service center will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification.

## 4. Customer Carry-In or Mail-In Service

You will deliver or mail as your Service Provider specifies (prepaid unless specified otherwise) the failing Machine suitably packaged to a designated location. After the Machine has been repaired or exchanged, it will be made available for your collection or, for Mail-in Service, the Machine will be returned to you at Lenovo's expense, unless your Service Provider specifies otherwise. You are responsible for the subsequent installation and verification of the Machine.

#### 5. CRU and On-site Service

This type of Warranty Service is a combination of Type 1 and Type 2 (see above).

## 6. CRU and Courier or Depot Service

This type of Warranty Service is a combination of Type 1 and Type 3 (see above).

#### 7. CRU and Customer Carry-In or Mail-In Service

This type of Warranty Service is a combination of Type 1 and Type 4 (see above).

When a 5, 6 or 7 type of warranty service is listed, your Service Provider will determine which type of warranty service is appropriate for the repair.

To obtain warranty service contact a Service Provider. In Canada or the United States, call 1-800-IBM-SERV (426-7378). In other countries, see the telephone numbers below.

# Worldwide telephone list

Phone numbers are subject to change without notice. For the most current phone numbers, go to http://www.lenovo.com/think/support and click **Support phone list**.

Country or Region	Telephone Number	
Africa	Africa: +44 (0)1475-555-055 South Africa: +27-11-3028888 and 0800110756 Central Africa: Contact your Lenovo Service Provider	
Argentina	0800-666-0011 (Spanish)	
Australia	131-426 (English)	
Austria	Up and running support: 01-24592-5901 Warranty service and support: 01-211-454-610 (German)	
Belgium	Up and running support: 02-210-9820 (Dutch) Up and running support: 02-210-9800 (French) Warranty service and support: 02-225-3611 (Dutch, French)	
Bolivia	0800-0189 (Spanish)	
Brazil	Sao Paulo region: (11) 3889-8986 Toll free outside Sao Paulo region: 0800-7014-815 (Brazilian Portuguese)	

<sup>\*</sup> This type of service is called ThinkPad EasyServ or EasyServ in some countries.

Country or Region	Telephone Number	
Canada	1-800-565-3344 (English, French) In Toronto only call: 416-383-3344	
Chile	800-224-488 (Spanish)	
China	800-810-1818 (Mandarin)	
China (Hong Kong S.A.R.)	Home PC: 852-2825-7799 Commercial PC: 852-8205-0333 ThinkPad and WorkPad: 852-2825-6580 (Cantonese, English, Putonghua)	
Colombia	1-800-912-3021 (Spanish)	
Costa Rica	284-3911 (Spanish)	
Croatia	0800-0426	
Cyprus	+357-22-841100	
Czech Republic	+420-2-7213-1316	
Denmark	Up and running support: 4520-8200 Warranty service and support: 7010-5150 (Danish)	
Dominican Republic	566-4755 566-5161 ext. 8201 Toll Free within the Dominican Republic: 1-200-1929 (Spanish)	
Ecuador	1-800-426911 (Spanish)	
El Salvador	250-5696 (Spanish)	
Estonia	+386-61-1796-699	
Finland	Up and running support: 09-459-6960 Warranty service and support: +358-800-1-4260 (Finnish)	
France	Up and running support: 0238-557-450 Warranty service and support (hardware): 0810-631-213 Warranty service and support (software): 0810-631-020 (French)	
Germany	Up and running support: 07032-15-49201 Warranty service and support: 01805-25-35-58 (German)	
Greece	+30-210-680-1700	
Guatemala	335-8490 (Spanish)	
Honduras	Tegucigalpa & San Pedro Sula: 232-4222 San Pedro Sula: 552-2234 (Spanish)	
Hungary	+36-1-382-5720	
India	1600-44-6666 Alternate Toll Free: +91-80-2678-8940 (English)	
Indonesia	800-140-3555 +62-21-251-2955 (English, Bahasa, Indonesian)	
Ireland	Up and running support: 01-815-9202 Warranty service and support: 01-881-1444 (English)	

Country or Region	Telephone Number		
Italy	Up and running support: 02-7031-6101 Warranty service and support: +39-800-820094 (Italian)		
Japan	Desktop: Toll free: 0120-887-870 For International: +81-46-266-4724		
	ThinkPad: Toll free: 0120-887-874 For International: +81-46-266-4724  Both of the above numbers will be answered with a Japanese language voice prompt. For telephone support in English, please wait for the Japanese voice prompt to end, and an operator will answer. Please ask for "English support please," and your call will be transferred to an English speaking operator.		
	PC Software: 0120-558-695 Overseas calls: +81-44-200-8666 (Japanese)		
Korea	1588-5801 (Korean)		
Latvia	+386-61-1796-699		
Lithuania	+386-61-1796-699		
Luxembourg	+352-298-977-5063 (French)		
Malaysia	1800-88-8558 (English, Bahasa, Melayu)		
Malta	+356-23-4175		
Mexico	001-866-434-2080 (Spanish)		
Middle East	+44 (0)1475-555-055		
Netherlands	+31-20-514-5770 (Dutch)		
New Zealand	0800-446-149 (English)		
Nicaragua	255-6658 (Spanish)		
Norway	Up and running support: 6681-1100 Warranty service and support: 8152-1550 (Norwegian)		
Panama	206-6047 (Spanish)		
Peru	0-800-50-866 (Spanish)		
Philippines	1800-1888-1426 +63-2-995-8420 (English, Philipino)		
Poland	+48-22-878-6999		
Portugal	+351-21-892-7147 (Portuguese)		
Romania	+4-021-224-4015		
Russian Federation	+7-095-940-2000 (Russian)		
Singapore	1800-3172-888 (English, Bahasa, Melayu)		
Slovakia	+421-2-4954-1217		
Slovenia	+386-1-4796-699		

Country or Region	Telephone Number		
Spain	91-714-7983 91-397-6503 (Spanish)		
Sri Lanka	+94-11-2448-442 (English)		
Sweden	Up and running support: 08-477-4420 Warranty service and support: 077-117-1040 (Swedish)		
Switzerland	Up and running support: 058-333-0900 Warranty service and support: 0800-55-54-54 (German, French, Italian)		
Taiwan	886-2-8723-9799 (Mandarin)		
Thailand	1-800-299-229 (Thai)		
Turkey	00800-4463-2041 (Turkish)		
United Kingdom	Up and running support: 01475-555-055 Warranty service and support (hardware): 08705-500-900 Warranty service and support (software): 08457-151-516 (English)		
United States	1-800-IBM-SERV (1-800-426-7378) (English)		
Uruguay	000-411-005-6649 (Spanish)		
Venezuela	0-800-100-2011 (Spanish)		
Vietnam	For northern area and Hanoi: 84-4-8436675 For southern area and Ho Chi Minh City: 84-8-829-5160 (English, Vietnamese)		

# **Guarantee supplement for Mexico**

This supplement is considered part of Lenovo's Statement of Limited Warranty and shall be effective solely and exclusively for products distributed and commercialized within Territory of the Mexican United States. In the event of a conflict, the terms of this supplement shall apply.

All software programs pre-loaded in the equipment shall only have a thirty- (30) day guarantee for installation defects from the date of purchase. Lenovo is not responsible for the information in such software programs and/or any additional software programs installed by you or installed after purchase of the product.

Services not chargeable to the guarantee shall be charged to the final user, prior an authorization.

In the event that warranty repair is required please call the Customer Support Center at 001-866-434-2080, where you will be directed to the nearest Authorized Service Center. Should no Authorized Service Center exist in your city, location or within 70 kilometers of your city or location, the guarantee includes any reasonable delivery charges related to the transportation of the product to our nearest Authorized Service Center. Please call the nearest Authorized Service Center to obtain the necessary approvals or information concerning the shipment of the product and the shipment address.

To obtain a list of Authorized Service Centers, please visit:

http://www.lenovo.com/mx/es/servicios

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# **Appendix C. Notices**

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## **Electronic emission notices**

The following information refers to the Serial ATA Hard Disk Drive.

EU-EMC Directive (89/336/EG) EN 55022 class B Statement of Compliance

Deutschsprachiger EU Hinweis:

Hinweis für Geräte der Klasse B EU-Richtlinie zur Elektromagnetischen Verträglichkeit Dieses Produkt entspricht den Schutzanforderungen der EU-Richtlinie 89/336/EWG zur Angleichung der Rechtsvorschriften über die elektromagnetische Verträglichkeit in den EU-Mitgliedsstaaten.

und hält die Grenzwerte der EN 55022 Klasse B ein.

Um dieses sicherzustellen, sind die Geräte wie in den Handbüchern beschrieben zu installieren und zu betreiben. Des Weiteren dürfen auch nur von der Lenovo empfohlene Kabel angeschlossen werden. Lenovo übernimmt keine Verantwortung für die Einhaltung der Schutzanforderungen, wenn das Produkt ohne Zustimmung der Lenovo verändert bzw. wenn Erweiterungskomponenten von Fremdherstellern ohne Empfehlung der Lenovo gesteckt/eingebaut werden.

Deutschland: Einhaltung des Gesetzes über die elektromagnetische Verträglichkeit von Geräten Dieses Produkt entspricht dem "Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG)". Dies ist die Umsetzung der EU-Richtlinie 89/336/EWG in der Bundesrepublik Deutschland.

Zulassungsbescheinigung laut dem Deutschen Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG) vom 18. September 1998 (bzw. der EMC EG Richtlinie 89/336) für Geräte der Klasse B Dieses Gerät ist berechtigt, in Übereinstimmung mit dem Deutschen EMVG das EG-Konformitätszeichen - CE - zu führen.

Verantwortlich für die Konformitätserklärung nach Paragraf 5 des EMVG ist die Lenovo (Deutschland) GmbH, Pascalstr. 100, D-70569 Stuttgart. Informationen in Hinsicht EMVG Paragraf 4 Abs. (1) 4:

Das Gerät erfüllt die Schutzanforderungen nach EN 55024 und EN 55022 Klasse

European Union - Compliance to the Electromagnetic Compatibility Directive

This product is in conformity with the protection requirements of EU Council Directive 89/336/ECC on the approximation of the laws of the Member States relating to electromagnetic compatibility. Lenovo cannot accept responsibility for any failure to satisfy the protection requirements resulting from a non-recommended modification of the product, including the fitting of option cards from other manufacturers.

This product has been tested and found to comply with the limits for Class B Information Technology Equipment according to European Standard EN 55022. The limits for Class B equipment were derived for typical residential environments to provide reasonable protection against interference with licensed communication devices.

## Avis de conformité à la directive de l'Union Européenne

Le présent produit satisfait aux exigences de protection énoncées dans la directive 89/336/CEE du Conseil concernant le rapprochement des législations des Etats membres relatives à la compatibilité électromagnétique. Lenovo décline toute responsabilité en cas de non-respect de cette directive résultant d'une modification non recommandée du produit, y compris l'ajout de cartes en option non Lenovo.

Ce produit respecte les limites des caractéristiques d'immunité des appareils de traitement de l'information définies par la classe B de la norme européenne EN 55022 (CISPR 22). La conformité aux spécifications de la classe B offre une garantie acceptable contre les perturbations avec les appareils de communication agréés, dans les zones résidentielles.

#### Union Európea - Normativa EMC

Este producto satisface los requisitos de protección del Consejo de la UE, Directiva 89/336/CEE en lo que a la legislatura de los Estados Miembros sobre compatibilidad electromagnética se refiere.

Lenovo no puede aceptar responsabilidad alguna si este producto deja de satisfacer dichos requisitos de protección como resultado de una modificación no recomendada del producto, incluyendo el ajuste de tarjetas de opción que no sean Lenovo.

Este producto ha sido probado y satisface los límites para Equipos Informáticos Clase B de conformidad con el Estándar Europeo EN 55022. Los límites para los equipos de Clase B se han establecido para entornos residenciales típicos a fin de proporcionar una protección razonable contra las interferencias con dispositivos de comunicación licenciados.

#### Unione Europea - Directiva EMC (Conformidad électromagnética)

Questo prodotto è conforme alle normative di protezione ai sensi della Direttiva del Consiglio dell'Unione Europea 89/336/CEE sull'armonizzazione legislativa degli stati membri in materia di compatibilità elettromagnetica.

Lenovo non accetta responsabilità alcuna per la mancata conformità alle normative di protezione dovuta a modifiche non consigliate al prodotto, compresa l'installazione di schede e componenti di marca diversa da Lenovo.

Le prove effettuate sul presente prodotto hanno accertato che esso rientra nei limiti stabiliti per le apparecchiature di informatica Classe B ai sensi del Norma Europea EN 55022. I limiti delle apparecchiature della Classe B sono stati stabiliti al fine di fornire ragionevole protezione da interferenze mediante dispositivi di comunicazione in concessione in ambienti residenziali tipici.

## Korea Class B Compliance

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