

# lenovo Partner Network Reseller Attachment

*The terms of this Attachment are in addition to or modify and prevail over the terms of the Lenovo Partner Network - Country Agreement. Lenovo may announce country programs and offerings that supplement the terms of this Attachment. These programs or offerings may have eligibility requirements, and will state the steps that must be taken before eligible resellers may begin to participate. Unless otherwise specified, Lenovo may change such country programs, offerings and participation requirements on one month's written notice.*

## 1. Marketing Approval

We may approve you as a Lenovo Reseller based on information you provided in the application. If we do approve your application, as our Lenovo Reseller, we approve you under the terms of this Attachment to market to End Users Products and Services. You acquire such Products and Services you market from a Lenovo Distributor, or directly from Lenovo.

## 2. Definitions

**End User** is anyone, who is not part of the enterprise of which you are a part, who uses Services or acquires Products for its own use and not for resale.

**Product** is any Lenovo or third party hardware or software we provide to you under this Attachment. Hardware products include computers and options or accessories. Software products include computer software programs (whether pre-loaded or provided separately) and related licensed materials such as documentation.

**Service** is the performance of a task, provision of advice and counsel, assistance, support or access to a resource that we approve you to market.

## 3. Your Responsibilities to Lenovo

You agree:

1. to provide us, or our representative, with access to your facilities in order for us to fulfill our obligations and to review your compliance with this Attachment and to provide copies of invoices, delivery documents and other related documents on our request;
2. to maintain the criteria we specified when we approved you;
3. to retain records of each Product and Service transaction (for example, a sale, a credit or a warranty claim) for three years and provide us relevant records on request in a manner we specify, subject to applicable data protection laws. We may reproduce and retain copies of these records;
4. that if you provide any personally identifiable information to us or other entities about your End Users, you are required to fulfill any notice or consent requirements that may apply before you disclose the information;
5. to report to us any suspected Product defects or safety problems, and to assist us in tracing and locating Products;
6. when hardware Products and software Products are shipped together, not to separate them and that you must provide them to End Users as they have been provided to you; and
7. that the Microsoft Certificate of Authenticity (COA) and Associated Product Material (APM) included with the Lenovo Products containing Microsoft software Products are not removed, and are provided with the Lenovo Product to the End User. Microsoft software Products are not to be priced separately when shipped together with hardware Products.

## 4. Your Responsibilities to End Users

You agree to:

1. refund the amount paid for a Product returned to you because the End User returned it to you under the terms of its warranty or did not accept the terms of the license. You may return such Products to the Lenovo Distributor from whom you acquired them for credit;
2. provide installation and post-installation support for the offering you market. For Products and Services we approve you to market, support includes you being the primary contact for Product information, technical advice and operational advice associated with the offering;
3. provide a dated written record, such as a sales receipt or an invoice, which includes the End User's business name, the part number or the machine type/model, and serial number, if applicable (in a retail environment, it is acceptable to provide a sales receipt or invoice that identifies the Product purchase but does not have the specific serial number or customer name); and
4. inform your End User: a) that the sales receipt or invoice (or other documentation we may specify, such as proof of entitlement) will be necessary for proof of warranty entitlement and for software Product upgrades; and b) who the warranty provider is, if other than yourself, and of any other applicable warranty information, as well as any modification you or the Lenovo Distributor make to a Product and advise that such modification may void the warranty.

## 5. Warranty Service

If we approve you to provide Lenovo Warranty Service, you agree to do so for those Products specified and according to the guidelines provided to you.

## **6. Marketing of Services**

We provide terms in an applicable announcement governing your marketing of Services the End User purchases from you and which we, our servicer or subcontractor perform under the terms of the Service agreement signed or accepted by the End User.

## **7. Marketing of Withdrawn Products**

You may market to any reseller Products which Lenovo has announced as withdrawn from Lenovo marketing.

## **8. Loss of Authorization for Inactive Reseller**

A Reseller who has not purchased and resold Lenovo Products during each calendar year may be de-activated from Lenovo's list of approved Resellers.

## **9. Acquisition of Products and Services from Lenovo**

When you acquire Lenovo Products and Services from Lenovo, you remain eligible to acquire these Products and Services from any Lenovo Distributor.

### **Price**

Our price to you is the price in effect on the date we receive your order. A price credit adjustment will be made for Products and Services where the price has been reduced prior to or on the date of shipment, as applicable. Products and Services are not eligible for price adjustment if we decrease the price after shipment. However, if a supplier increases its price to us, we may increase the price for such Products which are not yet shipped. In such event we will notify you in writing of the increase. You may cancel all or any portion of your order without penalty within five days of our notice to you. If you do not notify us within five days, we will ship the Products to you at the increased price.

Price changes and modifications to product returns are only valid when contained in a Lenovo announcement letter, authorized special bid amendment, or other Lenovo written authorized channel program offering. Any modification to prices or product returns terms by any means other than the authorized documentation described in this paragraph is invalid. Any attempt by you to change any of those terms, except as provided herein, will be a material breach of this Attachment.

### **Discount Pricing**

We may approve additional discounted pricing for a specific End User opportunity you identify at the time of order. Sale of discounted Products and Services to an End User other than the specified End User, if applicable, or to an End User for other than its own internal use, are ineligible for discounts. Such sales may result in the termination of this Attachment and recovery by Lenovo of the discount amount, in addition to any other remedies available to Lenovo under this Attachment.

### **Ordering and Delivery**

We will ship Products and Services, to your address or your End User's address as you specify in your order. Upon becoming aware of any discrepancy between our shipping manifest and the Products and Services received from us, you agree to notify us immediately. We will work with you to reconcile any differences. Although we do not warrant delivery dates we will use commercially reasonable efforts to meet your requested delivery dates. Should delivery of Products or Services we ship to you or to your End User be refused, you agree to pay a handling charge we specify and the transportation charges for the return of the undelivered Products and/or Services, if we agree to accept the unauthorized return of such Products and/or Services. Such unauthorized return of Products or Services may not be accepted by us, and may be re-distributed to you at your expense.

We select the method of transportation and pay associated charges for Products and Services we ship. Other transportation options may be available. If you select any such option, we will specify if you are responsible for any applicable charges.

We will use commercially reasonable efforts to meet your request for modification or cancellation of an order if we receive your request a minimum of 10 business days before the order is scheduled to be shipped. We may apply a cancellation charge for any such orders we cancel. We will inform you if a cancellation charge applies and where such charge is specified.

### **Title and Risk of Loss**

We transfer title to a hardware Product to you when Lenovo ships the hardware Product. Any prior transfer of title to a hardware Product reverts to Lenovo when it is accepted by us as a returned hardware Product. We do not transfer title to software Products.

For each hardware Product, Lenovo bears the risk of loss until it is delivered to you or, if you request and Lenovo agrees, your End User. Thereafter, you assume the risk.

### **Reseller Tax Exemption**

You agree to provide us with your valid reseller exemption document for each applicable taxing jurisdiction to which we ship Products and Services. If we do not receive such documentation, we will charge you applicable taxes and duties. You agree to notify us promptly if this documentation is rescinded or modified. You are liable for any claims or assessments that result from any taxing jurisdiction refusing to recognize your exemption.

### **Installation and Warranty**

We provide instructions to enable the setup of customer-set-Up-hardware Products. We are not responsible for the installation of software Products or third party hardware Products. We do, however, pre-load software Products onto certain hardware Products.

A copy of our applicable warranty statement for hardware Products is available at <http://www.lenovo.com/support>. Warranty terms for software Products are described in the software Products' license terms.

We provide third party Products **WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND**, unless we specify otherwise. However, third party manufacturers, suppliers or publishers may provide their own warranties to you.

For third party Products we approve you to market, you agree to inform your customer in writing 1) that the Products are non-Lenovo, 2) the manufacturer or supplier who is responsible for warranty (if any), and 3) of the procedure to obtain any warranty service.

### **General**

Products and Services you order may not be returned to us, other than those determined to be defective on arrival (DOA).

If we terminate your approval to buy Products and Services directly from Lenovo, we may do so without prior notice.

### **10. Export and Import**

You may actively market Products and Services only within the United States, Puerto Rico and United States Territories. You may not market outside this scope, and you agree not to use anyone else to do so.

#### **Export and Import Laws**

You warrant that you will comply with all applicable export and import laws, when you market Products, Services and technical data. You agree that if you export or import Products, Services and technical data, you, and not Lenovo, will act as the exporter or importer. Further, you warrant that you are knowledgeable with, and are and will remain in full compliance with, the applicable export and import laws, regulations, orders and policies (including, but not limited to, securing all necessary clearance requirements, export and import licenses and exemptions, and making all proper filings). We may, at our sole discretion, require you from time to time to provide us with written certification relating to your compliance with applicable export and import laws.

You will indemnify us for claims made against us for your failure to comply with applicable export and import laws regulations or orders.

#### **End User Exports**

If an End User acquires a Product for export, our responsibilities, if any, under this Attachment no longer apply to that Product unless the Product's warranty or license terms state otherwise. You agree to use commercially reasonable efforts to ensure that your End User complies with all applicable export and import laws.

Products you export (or which are acquired by an End User for export) outside the United States, Puerto Rico and United States Territories will not count toward attainment of your objectives and will not qualify for applicable promotional offerings and marketing funds.

**This Attachment and the Lenovo Partner Network Country Agreement is the complete agreement regarding this relationship, and replaces any prior oral or written communications between us. Any reproduction of this Attachment made by reliable means (for example, photocopy, facsimile or electronic copy) is considered an original, to the extent permissible under applicable law, and all Products and Services you market under this Attachment are subject to it.**