# IBM

IBM 800 DPI Optical 3-Button ScrollPoint Mouse - PS/2 & USB 使用手冊 註: 在使用此資訊和其支援的產品前,請先閱讀「附錄」中的資訊。

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# 關於本書

本手冊包含了適用於安裝與使用 IBM 800 DPI Optical 3 Button ScrollPoint Mouse 的指示。手冊分成以下兩個部份:

#### 安裝與使用手冊

在 CD 中本手冊共提供下列語言的版本:

- 英文
- 德文
- 法文
- 西班牙文
- 義大利文
- 巴西葡萄牙文
- 繁體中文
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- 日文

#### 附錄

本節中包含服務與支援資訊,以及 IBM 有限保證聲明。

# 註冊您的選用設備

感謝您購買這項 IBM 產品。請用一點時間爲產品註冊,並提供一些相關資訊,這將幫助 IBM 在未來提供您更好的服務。您的意見對我們的產品開發和服務十分寶貴,也促進您和我們更良好的溝通。您可以在下列 IBM 網站註冊您的選用設備:

http://www.ibm.com/pc/register

除非您在網站上的問卷指出,您不想收到進一步的資訊,否則 IBM 會提供您所註冊的產品的資訊及更新。

# IBM 800 DPI Optical 3 Button ScrollPoint Mouse - PS/2 和 USB

本手冊中包含適用於 IBM 800 DPI Optical 3 Button ScrollPoint Mouse - PS/2 & USB 的安裝、使用及維護資訊。

## 產品說明

在 IBM 800 DPI Optical 3 Button ScrollPoint Mouse - PS/2 & USB 中,具有一個滑鼠按桿,可以控制捲動及其他的功能。滑鼠的標準套裝中包括 PS/2 與 USB 接頭。此滑鼠可以連接到任何已啓用的 USB 埠上。

此滑鼠可以在使用下列作業系統的 IBM 和 IBM 相容電腦上使用:

- Microsoft Windows 98
- Microsoft Windows Millennium Edition (Me)
- · Microsoft Windows 2000 Professional
- · Microsoft Windows XP

以及支援 USB 連接的作業系統。此外,此滑鼠也適用於使用 Microsoft Windows 95 及 Microsoft Windows NT <sup>®</sup> Workstation 等作業系統之電腦上的 IBM PS/2 埠。

註:如果您將滑鼠連接到具有機載式指標裝置的筆記型電腦,如 IBM Thinkpad <sup>®</sup> 電腦,或是您使用的是具有機載式指標裝置的鍵盤時,在安裝及使用此滑鼠之前,必須先停用這項裝置。

#### 本套裝軟體包含下列項目:

- 一個 IBM 800 DPI Optical 3 Button ScrollPoint Mouse PS/2 & USB。
- 一張包含安裝軟體和線上使用手冊的 CD-ROM。
- 一個 USB 對 PS/2 轉接器

如需其他關於舒適地使用您個人電腦及本產品的資訊,請造訪下列的 IBM Healthy Computing 網站:http://www.ibm.com/pc/healthy computing

# 安裝 Mouse Suite Software

在此張套裝軟體的 CD-ROM 中已包含此滑鼠的安裝軟體。如要安裝 Mouse Suite Software:

- 1. 開啟電腦的電源,並啟動作業系統。
- 2. 將裝置驅動程式 CD 放入您的 CD 光碟機中。按一下**驅動程式**箭號。請遵循您 螢幕上的指示。如果安裝程式沒有開啓時,請跳至步驟 3-6。如果安裝程式開啓 時,請跳至步驟 6。
- 3. 按一下啓動。
- 4. 按一下執行。

- 5. 在指令行中,請輸入:X:/setup,其中 X 為您 CD-ROM 光碟機的磁碟機代號。
- 6. 按一下確定。
- 7. 請遵循螢幕上的指示,來完成 Mouse Suite 的軟體安裝。

註:在出現提示時,如果您要將滑鼠連接到標準滑鼠接頭,請按一下 PS/2;如果您要使用具有 USB 接頭的滑鼠時,則按一下 USB。

Mouse Suite Software 的安裝便已完成。請參閱『安裝滑鼠』。

### 安裝滑鼠

本節中包含在 PS/2 和 USB 模式中安裝該滑鼠的資訊。

如果在電腦上已插入 PS/2 滑鼠,在移除此滑鼠之前,必須先關閉電腦的電源。插入您的滑鼠,並重新啓動您的電腦。如果出現訊息指出您尚未連接 PS/2 滑鼠時,請忽略此訊息並繼續。

#### 在 PS/2 模式中安裝滑鼠

如果要在使用 Microsoft Windows 95 和 Microsoft Windows NT Workstation 的作業系統上安裝此滑鼠,請執行下列步驟:

- 1. 關閉您電腦的電源。
- 2. 移除連接到 PS/2 接頭的任何滑鼠。
- 3. 將具有 PS/2 轉換器的滑鼠插入到電腦上的滑鼠接頭。
- 4. 重新啟動電腦。

#### 在 USB 模式中安裝滑鼠

如果要在 Microsoft Windows 98 和 Microsoft Windows 2000 Professional 上,安 裝這項使用 USB 接頭的滑鼠時,請執行下列步驟:

- 將 USB(長方形)接頭,從滑鼠插入到電腦上的 USB 接頭上。
- 2. 在「新增硬體精靈」視窗中,請按下 Enter 鍵。
- 在「您希望 Windows 執行哪個動作?」視窗中,請選取搜尋裝置的最適用的驅動程式。
- 4. 按下 Enter 鍵。
- 5. 在「Windows 會搜尋新驅動程式」視窗中,請按下 Enter 鍵。您的電腦便會顯示驅動程式的位置。
- 6. 按下 Enter 鍵。「Windows 已完成您的新硬體所需軟體的安裝」視窗便會開啟。
- 7. 請按下 Enter 鍵來完成安裝。

如需進一步的資訊,請參閱第1-3頁的『使用滑鼠』。

#### USB 安裝 (Windows Me 與 XP)

在使用 Microsoft Windows ME 或 Windows XP 的電腦上,如果您要在 USB 模 式中安裝此滑鼠,請執行下列步驟:

- 註: 請不要將滑鼠連接到 ThinkPad 或其他筆記型電腦上的 USB 接頭,直到您看到 Windows Me 或 Windows XP 桌面爲止。
- 1. 將滑鼠 USB 接頭連接到電腦的 USB 接頭上。
- 2. 「已找到新硬體」視窗便會開啓,並顯示「Windows 正在安裝您新硬體的軟 體」。Windows Me 或 Windows XP 會自動安裝適合的裝置驅動程式,以便您 可以操作新的滑鼠。

### 使用滑鼠

IBM 800 DPI Optical 3 Button ScrollPoint Mouse - PS/2 & USB 具有多項功能和 特性,如「縮放」和「自動捲動」等,可以協助您提高您的生產力。您也可以使用 Mouse Suite Software,來對滑鼠按鍵指定經常使用的功能或快捷鍵。

如果要啟動 Mouse Suite Software:

- 1. 按一下開始 --> 設定 --> 控制台。
- 2. 「控制台」視窗便會開啓。按兩下滑鼠圖示。(如果您在控制台的 Mouse Suite 內容中啓用「在系統工作列中顯示圖示」選項時,請在您螢幕右下方 Windows 系統工作列中的滑鼠圖示上按兩下。

預設情況下,滑鼠按鈕會指定不同的的功能,如主要的「滑鼠按鈕」、「內容功能 表」及「快速/自動捲動」。您可以自訂或變更這些按鈕的功能。如果要自訂每一 項按鈕的功能,請執行下列步驟:

- 1. 開啟 Mouse Suite 控制台。
- 2. 按一下按鈕標籤。
- 3. 在「滑鼠」圖像中,按一下您要指定其新功能的滑鼠,或是從「按鈕」清單中 選取其中一個按鈕。所選的按鈕會顯示於「按鈕」清單中,並且在滑鼠圖像上 會以高亮度顯示。
- 4. 請從「功能」清單中選取一項功能(其中至少一個滑鼠按鈕必須指定成「主要 滑鼠按鈕」)。
- 5. 如要將您的滑鼠按鈕重設預設值時,請按一下**使用預設值**。
- 6. 如要確認您的按鈕設定值,請按一下套用。

如果關於自訂定值的進一步資訊,請按一下位於「Mouse Suite」軟體右下方的說明。

# 解決 USB 問題

本節中包含關於解決 USB 連接性問題的資訊。

註: 在某些情況下,雖然電腦具有 USB 連頭,但是 BIOS 卻不支援它們。請與您 的電腦製造商聯絡,以便瞭解如何升級 BIOS。

#### IBM 800 DPI Optical 3 Button ScrollPoint Mouse - PS/2 & USB 沒有回應。

- 請確定在您執行這項安裝時,電腦是否已開啟電源。請試著先切斷連接,然後 再重新連接此滑鼠。
- 請確定您所執行的並不是 Windows 95 或 Microsoft Windows NT Workstation。 這些作業系統並不支援此裝置的 USB 連接。
- 如果您具有 Windows 98、Windows Me 或 Windows 2000 Professional 時,請 確定在 BIOS 中所有的 USB 切換都已經啓用。

如果要檢查所有的 USB 接頭是否已經啓用,請執行下列步驟:

- 在啟動期間,請存取您電腦的 Setup 程式。在啟動期間,請按下 F1、F2 鍵, 或是 Delete 鍵。如果您無法確定如何存取您電腦的 Setup 程式時,請參考您 電腦隨附的說明文件,或是聯絡製造商。
- 請檢查 Setup 程式中的 USB 接頭,以確定所有的 USB 接頭都能適當地運作。 如果您無法確定如何執行您電腦的 Setup 程式時,請參閱您電腦隨附的說明文 件,或是聯絡製造商。

#### USB (通用序列匯流排) 控制器重新偵測

USB(通用序列匯流排)控制器在您的電腦上可能未正確安裝。

- 連按兩下我的電腦。
- 2. 連按兩下控制台。
- 3. 連按兩下系統。
- 4. 使用滑鼠左鍵來按一下裝置驅動程式標籤。
- 5. 向下捲動直到您找「通用序列匯流排控制器」。然後用滑鼠左鍵按一下加號 (+), 將其變更成減號 (-)。
- 6. 使用滑鼠左鍵來按一下裝置管理員右下角的移除按鈕。便會出現「您將要從您 的系統中移除此裝置」的警告視窗。
- 7. 按一下**確定**。
- 8. 請按一下**重新整理**按鈕,強制 Windows 重新偵測此項硬體。

此程序會同時偵測 USB 主電腦控制器和 USB Root 集線器。可能會要求您插入 Microsoft Windows 安裝 CD。

# 維護滑鼠

在清潔之前,請固定拔除滑鼠的連接。讓飲料遠離滑鼠的工作區域,以免被液體潑 到。維護您的 IBM 800 DPI Optical 3 Button ScrollPoint Mouse - PS/2 & USB, 將可確保具有更長的使用壽命,並可將造成滑鼠及電腦損壞的機會減至最低。此裝 置沒有使用者可自行維修的零件。

請參閱第 A-1 頁的附錄 A, 『Warranty information』, 以取得 IBM 技術協助和支 援。

# 附錄 A. Warranty information

This section contains the warranty period for your product, information about obtaining warranty service and support, and the IBM Statement of Limited Warranty.

# Warranty period

Contact your place of purchase for warranty service information. Some IBM Machines are eligible for on-site warranty service depending on the country or region where service is performed.

Machine - IBM 800 DPI Optical 3 Button ScrollPoint Mouse - PS/2 & USB

Warranty period - One year

# 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 IBM Statement of Limited Warranty for a full explanation of IBM warranty terms.

# Warranty information on the World Wide Web

The IBM Machine Warranties Web site at

http://www.ibm.com/servers/support/machine\_warranties/ contains a worldwide overview of the IBM Limited Warranty for IBM Machines, a glossary of terms used in the Statement of Limited Warranty, Frequently Asked Questions (FAQ), and links to Product Support Web pages. The IBM Statement of Limited Warranty is available from this Web site in 29 languages in Portable Document Format (PDF).

# Online technical support

Online technical support is available during the life of your product through the Personal Computing Support Web site at http://www.ibm.com/pc/support/.

During the warranty period, assistance for replacement or exchange of defective components is available. In addition, if your IBM option is installed in an IBM 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 IBM HelpCenter® will be withdrawn or made available for a fee, at IBM'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 (if IBM), 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 the support telephone number and support hours by country, refer to the following table. If the number for your country or region is not listed, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

Support 24 hours a day, 7 days a week				
Canada (Toronto only)	416-383-3344			
Canada (all other)	1-800-565-3344			
U.S.A. and Puerto Rico	1-800-772-2227			
All other countries and regions	Go to http://www.ibm.com/pc/support/, and click Support Phone List.			

## IBM Statement of Limited Warranty Z125-4753-06 8/2000

#### Part 1 - General Terms

This Statement of Limited Warranty includes Part 1 - General Terms and Part 2 - Country-unique Terms. The terms of Part 2 replace or modify those of Part 1. The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale, from IBM or your reseller. The term <code>[Machine]</code> means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term <code>[Machine]</code> does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. Unless IBM specifies otherwise, the following warranties apply only in the country where you acquire the Machine. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract. If you have any questions, contact IBM or your reseller.

**The IBM Warranty for Machines:** IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications ( [Specifications]). The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation. The date on your sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise.

If a Machine does not function as warranted during the warranty period, and IBM or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded.

**Extent of Warranty:** The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible. The warranty is voided by removal or alteration of Machine or parts identification labels.

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. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

**Items Not Covered by Warranty:** IBM 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 via telephone with <code>"how-to\_"</code> questions and those regarding Machine set-up and installation, will be provided **WITHOUT WARRANTIES OF ANY KIND.** 

**Warranty Service:** To obtain warranty service for a Machine, contact IBM or your reseller. If you do not register your Machine with IBM, you may be required to present proof of purchase.

During the warranty period, IBM or your reseller, if approved by IBM to provide warranty service, provides without charge certain types of repair and exchange service to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. At its discretion, IBM or your reseller will 1) either repair or exchange the failing Machine and 2) provide the service either at your location or a service center. IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Some parts of IBM Machines are designated as Customer Replaceable Units (called <code>『CRUs』</code>), e.g., keyboards, memory, or hard disk drives. IBM ships CRUs to you for replacement by you. You must return all defective CRUs to IBM within 30 days of your receipt of the replacement CRU. You are responsible for downloading designated Machine Code and Licensed Internal Code updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

When warranty service involves the exchange of a Machine or part, the item IBM or your reseller replaces becomes its 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. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

Before IBM or your reseller 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 IBM or your reseller service a Machine that you do not own; and
- 3. where applicable, before service is provided:
  - a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides;

- b. secure all programs, data, and funds contained in a Machine;
- c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations; and
- d. inform IBM or your reseller of changes in a Machine's location.

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

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

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

- damages for bodily injury (including death) and damage to real property and tangible personal property; and
- the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term 
  Machine includes Machine Code and Licensed Internal Code.

This limit also applies to IBM's suppliers and your reseller. It is the maximum for which IBM, its suppliers, and your reseller are collectively responsible.

UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME 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

**Governing Law:** Both you and IBM 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 IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

# Part 2 - Country-unique Terms AMERICAS

#### **BRAZIL**

**Governing Law:** The following is added after the first sentence: Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro.

#### **NORTH AMERICA**

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

#### **CANADA**

**Governing Law:** The following replaces <code>laws</code> of the country in which you acquired the Machine <code>law</code> in the first sentence: laws in the Province of Ontario.

#### **UNITED STATES**

**Governing Law:** The following replaces <code>"laws of the country in which you acquired the Machine" in the first sentence: laws of the State of New York.</code>

### **ASIA PACIFIC**

#### **AUSTRALIA**

**The IBM Warranty for Machines:** *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 IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM'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 <code>"laws of the country in which you acquired the Machine." in the first sentence: laws of the State or Territory.</code>

#### CAMBODIA, LAOS, AND VIETNAM

**Governing Law:** The following replaces Flaws of the country in which you acquired the Machine in the first sentence: laws of the State of New York.

The following is added to this Section: Disputes and differences arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the rules of the International Chamber of Commerce (ICC). The arbitrator or arbitrators designated in conformity with those rules shall have the power to rule on their own competence and on the validity of the Agreement to submit to arbitration. The arbitration award shall be final and binding for the parties without appeal and the arbitral award shall be in writing and set forth the findings of fact and the conclusions of law.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. 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 before proceeding upon the reference. The third arbitrator shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the ICC. 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.

The English language version of this Agreement prevails over any other language version.

#### HONG KONG AND MACAU

**Governing Law:** The following replaces <code>"laws of the country in which you acquired the Machine" in the first sentence: laws of Hong Kong Special Administrative Region.</code>

#### **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 IBM's negligence;
- as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Limited Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

#### **JAPAN**

**Governing Law:** The following sentence is added to this Section: Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

#### **NEW ZEALAND**

**The IBM Warranty for Machines:** 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 IBM 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 this Section: Both you and IBM consent to the application of the laws of the State of New York (except when local law requires otherwise) to govern, interpret, and enforce all your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

Any disputes arising from or in connection with this Agreement will first be resolved by friendly negotiations, failing which either of us has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with its arbitration rules in force at the time. The arbitration tribunal will consist of three arbitrators. The language to be used therein will be English and Chinese. An arbitral award will be final and binding on all the parties, and will be enforceable under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

The arbitration fee will be borne by the losing party unless otherwise determined by the arbitral award.

During the course of arbitration, this Agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

#### **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 IBM or an IBM reseller.

Warranty Service: If you purchase an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or United Kingdom, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM. If you purchase an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, 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 either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

If you purchase an IBM Machine in a Middle Eastern or African country, you may obtain warranty service for that Machine from the IBM entity within the country of purchase, if that IBM entity provides warranty service in that country, or from an IBM reseller, approved by IBM to perform warranty service on that Machine in that country. Warranty service in Africa is available within 50 kilometers of an IBM authorized service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM authorized service provider.

Governing Law: The applicable laws that govern, interpret and enforce rights, duties, and obligations of each of us arising from, or relating in any manner to, the subject matter of this Statement, without regard to conflict of laws principles, as well as Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided, except that in 1) Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Hungary, Former Yugoslav Republic of Macedonia, Romania, Slovakia, Slovenia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, the laws of Austria apply; 2) Estonia, Latvia, and Lithuania, the laws of Finland apply; 3) Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Tunisia, this Agreement will be construed and the legal relations between the parties will be determined in accordance with the French laws and all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 4) 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, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe, this Agreement will be governed by English Law and disputes relating to it will be submitted to the exclusive jurisdiction of the English courts; and 5) in Greece, Israel, Italy, Portugal, and Spain any legal claim arising out of this Statement will be brought before, and finally settled by, the competent court of Athens, Tel Aviv, Milan, Lisbon, and Madrid, respectively.

#### THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

### **AUSTRIA AND GERMANY**

**The IBM Warranty for Machines:** The following replaces the first sentence of the first paragraph of this Section: The warranty for an IBM 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 six months. In case IBM or your reseller is unable to repair an IBM 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.

**Extent of Warranty:** The second paragraph does not apply.

**Warranty Service:** The following is added to this Section: During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM'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 IBM with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2: IBM'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, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim. For purposes of this item, the term <code>[Machine]</code> includes Machine Code and Licensed Internal Code.

Applicability of suppliers and resellers (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 IBM, IBM is liable for no more than: (items 1 and 2 unchanged).

#### **IRELAND**

**Extent of Warranty:** 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 items one and two of the first paragraph of this Section:1. death or personal injury or physical damage to your real property solely caused by IBM's negligence; and 2. the amount of any other actual direct damages, up to 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.

Applicability of suppliers and resellers (unchanged).

The following paragraph is added at the end of this Section: IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages.

#### **ITALY**

**Limitation of Liability:** The following replaces the second sentence in the first paragraph: In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than: 1. (unchanged) 2. as to any other actual damage arising in all situations involving nonperformance by IBM pursuant to, or in any way related to the subject matter of this Statement of Warranty, IBM's liability, will be limited to the total amount you paid for the Machine that is the subject of the claim. Applicability of suppliers and resellers (unchanged).

The following replaces the third paragraph of this Section: Unless otherwise provided by mandatory law, IBM and your reseller are not liable for any of the following: (items 1 and 2 unchanged) 3) indirect damages, even if IBM or your reseller is informed of their possibility.

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

**Limitation of Liability:** The following is added to this Section: IBM's entire liability to you for actual damages arising in all situations involving nonperformance by IBM 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 IBM.

#### UNITED KINGDOM

**Limitation of Liability:** The following replaces items 1 and 2 of the first paragraph of this Section:

- death or personal injury or physical damage to your real property solely caused by IBM's negligence;
- 2. the amount of any other actual direct damages or loss, up to 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim;

The following item is added to this paragraph: 3. breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

Applicability of suppliers and resellers (unchanged).

The following is added to the end of this Section: IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages.

## 附錄 B. Notices

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IBM Director of Licensing IBM Corporation North Castle Drive Armonk, NY 10504-1785 U.S.A.

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**IBM** 

HelpCenter

ScrollPoint

## Federal Communications Commission (FCC) statement

**Note:** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- · Reorient or relocate the receiving antenna.
- · Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult an IBM authorized dealer or service representative for help.

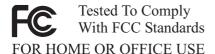
Properly shielded and grounded cables and connectors must be used in order to meet FCC emission limits. Proper cables and connectors are available from IBM authorized dealers. IBM is not responsible for any radio or television interference caused by using other than recommended cables and connectors or by unauthorized changes or modifications to this equipment. Unauthorized changes or modifications could void the user's authority to operate the equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

#### Responsible party:

International Business Machines Corporation New Orchard Road Armonk, NY 10504

Telephone: 1-919-543-2193



# Industry Canada Class B emission compliance statement

This Class B digital apparatus complies with Canadian ICES-003.

# Avis de conformité à la réglementation d'Industrie Canada

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

# **European Union EMC Directive conformance statement**

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

This product has been tested and found to comply with the limits for Class B Information Technology Equipment according to CISPR 22/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.

# IBM

Part Number: 31P8743

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(1P) P/N: 31P8743

