

ThinkPad<sup>®</sup> TransNote<sup>™</sup> Li-Ion Battery User's Guide



#### **CAUTION**

Read the ThinkPad System Safety Booklet before installing this product.

#### Note

Be sure to keep your proof of purchase, because it might be required for warranty services. (See "Appendix B. Warranty statements" on page B-1.)

#### First Edition (October 2000)

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## Using the IBM ThinkPad TransNote Li-Ion Battery

The *IBM ThinkPad TransNote Li-Ion Battery* (hereafter called the *Li-Ion Battery*) supports the ThinkPad TransNote computer. You can replace the main battery with this optional battery.

To replace the battery, refer to the on-board help provided with your ThinkPad computer.

This option package includes the following components:

- IBM ThinkPad TransNote Li-Ion Battery
- *User's Guide* (this book)

For information on help and service, see "Appendix A. Help and service information" on page A-1.

**Note:** Be sure to keep your proof of purchase; it might be required for warranty service. (See "Appendix B. Warranty statements" on page B-1.)



If the rechargeable battery pack is incorrectly installed, there is danger of an explosion. The battery pack contains a small amount of harmful substances. To avoid possible injury:

- Replace only with a battery of the type recommended by IBM, or an equivalent.
- · Keep the battery pack away from fire.
- Do not expose it to water or rain.
- · Do not attempt to disassemble it.
- · Do not short-circuit it.
- · Keep it away from children.

Do not put the battery pack in trash that is disposed of in landfills. When disposing of the battery, comply with local ordinances or regulations and your company's safety standards.

## **Using the IBM ThinkPad TransNote Li-Ion Battery (Translate)**

The *IBM ThinkPad TransNote Li-Ion Battery* (hereafter called the *Li-Ion Battery*) supports the ThinkPad TransNote computer. You can replace the main battery with this optional battery.

To replace the battery, refer to the on-board help provided with your ThinkPad computer.

This option package includes the following components:

- IBM ThinkPad TransNote Li-Ion Battery
- User's Guide (this book)

For information on help and service, see "Appendix A. Help and service information" on page A-1.

**Note:** Be sure to keep your proof of purchase; it might be required for warranty service. (See "Appendix B. Warranty statements" on page B-1.)



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- · Keep it away from children.

Do not put the battery pack in trash that is disposed of in landfills. When disposing of the battery, comply with local ordinances or regulations and your company's safety standards.

## Product service and warranty information

For technical support, support hours, and warranty terms and conditions, see the enclosed inserts, or contact your IBM reseller or IBM marketing representative.

# Using the batterie lithium-ion pour IBM ThinkPad TransNote

La batterie lithium-ion pour IBM ThinkPad TransNote (appelée simplement batterie lithium-ion ci-après) est prise en charge par les ordinateurs ThinkPad TransNote. Vous pouvez remplacer la batterie principale par cette batterie optionnelle.

Pour remplacer la batterie, reportez-vous à l'aide en ligne de votre ThinkPad.

Cette option comprend les éléments suivants :

- La batterie lithium-ion pour IBM ThinkPad TransNote
- · Le présent manuel

Pour plus d'informations sur l'assistance et les services, consultez l'«Annexe A. Help and service information» à la page A-1.

**Remarque :** Conservez votre preuve d'achat, elle pourra vous être demandée pour l'application de la garantie. (Consultez l'«Annexe B. Warranty statements» à la page B-1.)



#### DANGER

Si le bloc de batterie rechargeable n'est pas bien en place, il existe un risque d'explosion. La batterie contient, en petite quantité, des substances toxiques. Afin d'éviter tout accident :

- Ne la remplacez que par une batterie du type recommandé par IBM ou par une batterie équivalente.
- · N'exposez pas la batterie au feu.
- · N'exposez pas la batterie à l'eau.
- · Ne tentez pas de la démonter.
- · Ne la mettez pas en court-circuit.
- · Gardez-la hors de portée des enfants.

Ne mettez pas la batterie à la poubelle. Pour sa mise au rebut, reportez-vous à la réglementation en vigueur ou aux consignes de sécurité imposées par votre société.

## Utilisation de la batterie lithium-ion pour IBM ThinkPad **TransNote**

La batterie lithium-ion pour IBM ThinkPad TransNote (appelée simplement batterie lithium-ion ci-après) est prise en charge par les ordinateurs ThinkPad TransNote. Vous pouvez remplacer la batterie principale par cette batterie optionnelle.

Pour remplacer la batterie, reportez-vous à l'aide en ligne de votre ThinkPad.

Cette option comprend les éléments suivants :

- La batterie lithium-ion pour IBM ThinkPad TransNote
- Le présent manuel

Pour plus d'informations sur l'assistance et les services, consultez l'«Annexe A. Help and service information» à la page A-1.

Remarque: Conservez votre preuve d'achat, elle pourra vous être demandée pour l'application de la garantie. (Consultez l'«Annexe B. Warranty statements» à la page B-1.)



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- · Ne la mettez pas en court-circuit.
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Ne mettez pas la batterie à la poubelle. Pour sa mise au rebut, reportez-vous à la réglementation en vigueur ou aux consignes de sécurité imposées par votre société.

## Informations sur les services et la garantie

Pour obtenir des informations sur le support technique, les horaires des services de maintenance et connaître les termes et conditions de la garantie, reportez-vous à la documentation fournie, ou prenez contact avec votre partenaire commercial IBM.

# Utilización de la Batería Li-lon para ThinkPad TransNote de IBM

La *Batería Li-Ion para ThinkPad TransNote de IBM* (en adelante denominada *Batería Li-Ion*) dispone de soporte para el sistema ThinkPad TransNote. Puede sustituir la batería principal por esta batería opcional.

Para sustituir la batería, consulte la ayuda proporcionada junto con el sistema ThinkPad.

El paquete de esta opción incluye los siguientes componentes:

- · Batería Li-Ion para ThinkPad TransNote de IBM
- Guía del usuario (este manual)

Para obtener más información sobre ayuda y servicio, consulte el "Apéndice A. Información de ayuda y de servicio" en la página A-1.

Nota: Asegúrese de conservar la prueba de compra; puede serle requerida para obtener el servicio de garantía. (Consulte el "Apéndice B. Declaraciones de garantía" en la página B-1.)



#### **PELIGRO**

Si el paquete de baterías recargable no se ha instalado de forma correcta, existe riesgo de explosión. El paquete de baterías contiene sustancias dañinas en pequeñas cantidades. Para evitar posibles lesiones:

- Sustitúyalo únicamente por una batería del tipo recomendado por IBM o equivalente.
- Mantenga la batería alejada del fuego.
- · No la exponga al agua o a la lluvia.
- · No intente desmontarla.
- · No provoque cortocircuitos.
- · Manténgala fuera del alcance de los niños.

No tire el paquete de baterías a la basura si ésta se va a depositar en un vertedero. Cuando se deshaga de la batería, cumpla con la reglamentación local y con las normas de seguridad de su compañía.

## Utilización de la Batería Li-lon para ThinkPad TransNote de **IRM**

La Batería Li-Ion para ThinkPad TransNote de IBM (en adelante denominada Batería Li-Ion) dispone de soporte para el sistema ThinkPad TransNote. Puede sustituir la batería principal por esta batería opcional.

Para sustituir la batería, consulte la ayuda proporcionada junto con el sistema ThinkPad.

El paquete de esta opción incluye los siguientes componentes:

- Batería Li-Ion para ThinkPad TransNote de IBM
- Guía del usuario (este manual)

Para obtener más información sobre ayuda y servicio, consulte el "Apéndice A. Información de ayuda y de servicio" en la página A-1.

Nota: Asegúrese de conservar la prueba de compra; puede serle requerida para obtener el servicio de garantía. (Consulte el "Apéndice B. Declaraciones de garantía" en la página B-1.)



Si el paquete de baterías recargable no se ha instalado de forma correcta, existe riesgo de explosión. El paquete de baterías contiene sustancias dañinas en pequeñas cantidades. Para evitar posibles lesiones:

- · Sustitúyalo únicamente por una batería del tipo recomendado por IBM o equivalente.
- · Mantenga la batería alejada del fuego.
- · No la exponga al agua o a la lluvia.
- No intente desmontarla.
- No provoque cortocircuitos.
- · Manténgala fuera del alcance de los niños.

No tire el paquete de baterías a la basura si ésta se va a depositar en un vertedero. Cuando se deshaga de la batería, cumpla con la reglamentación local y con las normas de seguridad de su compañía.

## Información de servicio y garantías del producto

Para obtener soporte técnico, horas de soporte y términos y condiciones de garantía, consulte el material adicional que se adjunta o póngase en contacto con el representante de ventas o marketing de IBM.

## Utilizzo di Batteria allo ione di litio ThinkPad IBM

La Batteria allo ione di litio ThinkPad IBM (definita Batteria allo ione di litio) supporta l'elaboratore ThinkPad TransNote. E' possibile sostituire la batteria principale con quella opzionale.

Per sostituire la batteria, fare riferimento all'aiuto, fornito con l'elaboratore ThinkPad.

Questo pacchetto di opzioni include i seguenti componenti:

- · Batteria allo ione di litio ThinkPad IBM
- *Guida per l'utente* (questo manuale)

Per informazioni sull'aiuto e sull'assistenza, consultare la sezione "Appendice A. Informazioni sull'assistenza tecnica" a pagina A-1.

Nota: Conservare la prova di acquisto, poiché potrebbe essere richiesta per la garanzia. Consultare la sezione "Appendice B. Dichiarazione di garanzia" a pagina B-1.



#### PERICOLO

Se la batteria ricaricabile non viene installata correttamente, potrebbero verificarsi esplosioni. La batteria contiene una piccola quantità di sostanze nocive. Per evitare possibili ferite:

- Reinstallare solo una batteria consigliata dall'IBM oppure una equivalente.
- · Tenere lontano la batteria dal fuoco.
- · Non esporla all'acqua.
- · Non tentare di disassemblarla.
- · Non cortocircuitarla.
- · Tenere fuori la batteria dalla portata dei bambini.

Non porre la batteria nel cestino, essa viene smaltita secondo normative locali.

## Utilizzo della Batteria allo ione di litio ThinkPad IBM

La Batteria allo ione di litio ThinkPad IBM (definita Batteria allo ione di litio) supporta l'elaboratore ThinkPad TransNote. E' possibile sostituire la batteria principale con quella opzionale.

Per sostituire la batteria, fare riferimento all'aiuto, fornito con l'elaboratore ThinkPad.

Questo pacchetto di opzioni include i seguenti componenti:

- Batteria allo ione di litio ThinkPad IBM
- Guida per l'utente (questo manuale)

Per informazioni sull'aiuto e sull'assistenza, consultare la sezione "Appendice A. Informazioni sull'assistenza tecnica" a pagina A-1.

Nota: Conservare la prova di acquisto, poiché potrebbe essere richiesta per la garanzia. Consultare la sezione "Appendice B. Dichiarazione di garanzia" a pagina B-1.



#### **PERICOLO**

Se la batteria ricaricabile non viene installata correttamente, potrebbero verificarsi esplosioni. La batteria contiene una piccola quantità di sostanze nocive. Per evitare possibili ferite:

- · Reinstallare solo una batteria consigliata dall'IBM oppure una equivalente.
- · Tenere lontano la batteria dal fuoco.
- · Non esporla all'acqua.
- · Non tentare di disassemblarla.
- · Non cortocircuitarla.
- · Tenere fuori la batteria dalla portata dei bambini.

Non porre la batteria nel cestino, essa viene smaltita secondo normative locali.

## Informazioni sulla garanzia e sul servizio del prodotto

Per il supporto tecnico, le condizioni e i termini di garanzia, consultare gli allegati, oppure contattare il rappresentante commerciale IBM o il rivenditore autorizzato IBM.

## Utilizando o IBM ThinkPad TransNote Li-Ion Battery

O IBM ThinkPad TransNote Li-Ion Battery (daqui por diante denominado Li-Ion Battery) suporta o computador ThinkPad TransNote. É possível substituir a bateria principal por esta bateria opcional.

Para substituir a bateria, consulte a ajuda fornecida com o computador ThinkPad.

Esse pacote de opcionais inclui os componentes a seguir:

- IBM ThinkPad TransNote Li-Ion Battery
- Guia do Usuário (este manual)

Para obter informações sobre ajuda e serviço, consulte o "Apêndice A. Informações de Auxílio e Serviços" na página A-1.

Nota: Guarde o comprovante de compra; ele pode ser necessário para obter serviços de garantia. (Consulte o "Apêndice B. Declarações de Garantia" na página B-1.)



#### **PERIGO**

Se a bateria recarregável for instalada incorretamente, haverá perigo de explosão. A bateria contém uma pequena quantidade de substâncias prejudiciais. Para evitar possível ferimento:

- · Substitua apenas por uma bateria do tipo recomendado pela IBM ou por uma equivalente.
- · Mantenha a bateria longe de fogo.
- · Não a exponha à agua ou chuva.
- Não tente desmontá-la.
- · Não a coloque em curto-circuito.
- · Mantenha-a longe de crianças.

Não a coloque em lixo que será descartado em depósitos de lixo na terra. Ao descartar a bateria, cumpra com as leis ou regulamentos locais e com os padrões de segurança de sua empresa.

## Informações sobre o Serviço do Produto e Garantia

Para obter suporte técnico, horários de suporte e termos e condições de garantia, consulte os suplementos anexos ou entre em contato com o revendedor ou com o representante de marketing da IBM.

## 使用 IBM ThinkPad TransNote 鋰電池

IBM ThinkPad TransNote 鋰電池(以下稱爲鋰電池)支援 ThinkPad TransNote 電腦。在更換主要電池時,您可以使用本選購電池。

若要更換電池,請參閱 ThinkPad 電腦隨附的說明。

本選用設備套件包括下列元件:

- IBM ThinkPad TransNote 鋰電池
- 使用手冊(本書)

有關協助與服務的資訊,請參閱第A-1頁的『附錄A. Help and service information』。

**註:** 務必請保留購買證明,以便取得保證服務。(請參閱第B-1頁的『附錄B. Warranty statements』。)



可充電電池組安裝不正確時,可能導致爆炸的危險。電池組含有少量的危險物質。若要避免可能的傷害,請遵循下列事項:

- 只能使用 IBM 建議的類型或同級產品來進行更換電池。
- 將雷池糾袁離火源。
- 不要將電池暴露於水或雨中。
- 不要拆解電池。
- 不要使雷池短路。
- 將電池保存遠離兒童的位置。

請不要將電池組棄置在掩埋處理的垃圾中。在丟棄電池時,請務必遵守當地法律規章或公司的安全標準。

## 產品服務與證資訊

有關技術支援、支援聯絡時間、保證條款請參閱內附的文件或聯絡您的 IBM 轉銷商或 IBM 業務代表。

## IBM ThinkPad TransNote Li-lon バッテリー・パックの使用法

IBM ThinkPad TransNote Li-Ion バッテリー・パック (以下、 Li-Ion バッテリー と呼びます) は、ThinkPad TransNote コンピューターをサポートしています。こ のバッテリーは、メイン・バッテリーの代わりに使用することができます。

バッテリーを交換するには、ご使用の ThinkPad のオンライン・ヘルプを参照し てください。

このオプション・パッケージには、次の品目が含まれています。

- IBM ThinkPad TransNote Li-Ion バッテリー・パック
- ユーザーズ・ガイド (本書)

ヘルプとサービスについては、 A-1 ページの『Appendix A. Help and service information』を参照してください。

注: 領収書またはクレジットの控えは、必ず保管しておいてください。保証サー ビスを受けるために必要な場合があります。(B-1 ページの『Appendix B. Warranty statements』を参照してください。)



充電式のバッテリー・パックは、正しく取り付けないと爆発する危険があります。バッ テリー・パックには、少量の有害な物質が含まれています。けがをしないように、次の 点に注意してください。

- IBM が推奨するタイプのバッテリー、またはそれと同等のものとのみ交換してくださ
- バッテリー・パックを火に近づけないでください。
- 水や雨でぬらさないでください。
- 分解しようとしないでください。
- ショートさせないでください。
- 子供の手が届くところに置かないでください。

ごみ埋め立て地に廃棄するごみの中にバッテリー・パックを入れないでください。バッ テリーを廃棄する場合は、地方自治体の条例または規則、および貴社の安全標準に従っ てください。

## 製品に対するサービスおよび保証の内容

本製品に対する技術的サポート、サービスの提供時間帯および保証の内容と制限 については、本製品に同梱または添付の書類を参照されるか、IBM ビジネス・ パートナーまたは IBM 営業担当員にお問い合わせください。

## Appendix A. Help and service information

This sectrion contains information on how to obtain online and telephone technical support.

## Online technical support

Online technical support is available during the life of your product. Online assistance can be obtained through the Personal Computing Support Web site and the IBM Automated Fax System.

Online technical support					
IBM Personal Computing Support Web Site	http://www.ibm.com/pc/support				
IBM Automated Fax System	1-800-426-3395 (U.S. and Canada)				

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 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:

- 1. Option name
- 2. Option number
- 3. Proof of purchase
- 4. Computer manufacturer, model, serial number (if IBM), and manual
- 5. Exact wording of the error message (if any)
- 6. Description of the problem
- 7. 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 or to the enclosed technical support insert. Support phone

numbers are also available by clicking HelpCenter phone list on the IBM support Web page at http://www.ibm.com/pc/support

If the number is not provided, 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./Puerto Rico	1-800-772-2227				

## **Appendix B. Warranty statements**

The warranty statements consist of two parts: Part 1 and Part 2. Part 1 varies by country. Part 2 is the same for both statements. Be sure to read both the Part 1 that applies to your country and Part 2.

- United States, Puerto Rico and Canada (Z125-4753-05 11/97)(Part 1 General Terms on page B-1)
- Worldwide except Canada, Puerto Rico, Turkey and United States (Z125-5697-01 11/97)(Part 1 — General Terms on page B-5)
- Worldwide Country-Unique Terms(Part 2 Country-Unique Terms on page B-8)

# IBM Statement of Limited Warranty for United States, Puerto Rico and Canada (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 may 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 "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" 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 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.

Machine - IBM ThinkPad TransNote Li-Ion Battery

Warranty Period\* - One year

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

## 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. 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.

During the warranty period IBM or your reseller, if approved by IBM to provide warranty service, will provide repair and exchange service for the Machine, without charge, under the type of service designated for the Machine and will manage and install engineering changes that apply to the Machine.

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. The replacement may not be new, but will be in good working order.

## **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.

Unless specified otherwise, IBM provides non-IBM machines WITHOUT WARRANTIES OF ANY KIND.

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

#### Warranty Service

To obtain warranty service for the Machine, contact your reseller or IBM. In the United States, call IBM at 1-800-772-2227. In Canada, call IBM at 1-800-565-3344. You may be required to present proof of purchase.

IBM or your reseller provides certain types of repair and exchange service, either at your location or at a service center, 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. IBM may repair the failing Machine or exchange it at its discretion.

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.

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. 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.

#### **Production Status**

Each IBM Machine is manufactured from new parts, or new and used parts. In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, IBM's appropriate warranty terms apply.

## 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), IBM is liable for no more than

- 1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 2. the amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim. 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 (INCLUDING LOST PROFITS OR 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.

## IBM Statement of Warranty Worldwide except Canada, Puerto Rico, Turkey and United States (Part 1- General Terms)

This Statement of Warranty includes Part 1 - General Terms and Part 2 - Country-unique Terms. The terms of Part 2 may replace or modify those of Part 1. The warranties provided by IBM in this Statement of Warranty apply only to Machines you purchase for your use, and not for resale, from IBM or your reseller. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" 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 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.

Machine - IBM ThinkPad TransNote Li-Ion Battery

Warranty Period\* - One year

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

## 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. 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.

During the warranty period IBM or your reseller, if approved by IBM to provide warranty service, will provide repair and exchange service for the Machine, without charge, under the type of service designated for the Machine and will manage and install engineering changes that apply to the Machine.

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. The replacement may not be new, but will be in good working order.

#### **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.

Unless specified otherwise, IBM provides non-IBM machines WITHOUT WARRANTIES OF ANY KIND.

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

#### **Warranty Service**

To obtain warranty service for the Machine, contact your reseller or IBM. You may be required to present proof of purchase.

IBM or your reseller provides certain types of repair and exchange service, either at your location or at a service center, 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. IBM may repair the failing Machine or exchange it at its discretion.

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.

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. 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 fulfil 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.

#### **Production Status**

Each IBM Machine is manufactured from new parts, or new and used parts. In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, IBM's appropriate warranty terms apply.

#### 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), IBM is liable for no more than

- damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 2. the amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim. 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 (INCLUDING LOST PROFITS OR 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.

## Part 2 - Worldwide Country-Unique Terms

#### **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 legislation and are only limited to the extent permitted by the applicable legislation.

**Extent of Warranty:** The following replaces the first and second sentences of this Section:

The warranty does not cover the repair or exchange of a Machine resulting

from misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

**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, 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.

**PEOPLE'S REPUBLIC OF CHINA: Governing Law:** The following is added to this Statement:

The laws of the State of New York govern this Statement.

**INDEA:** 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; 2. 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 Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

**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.

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

The following terms apply to all EMEA countries.

The terms of this Statement of Warranty apply to Machines purchased from an IBM reseller. If you purchased this Machine from IBM, the terms and conditions of the applicable IBM agreement prevail over this warranty statement.

#### **Warranty Service**

If you purchased 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 purchased 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.

The applicable laws, country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided. However, the laws of Austria govern this Statement if the warranty service is provided in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Federal Republic of Yugoslavia, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, and Ukraine.

#### The following terms apply to the country specified:

**EGYPT:** Limitation of Liability: The following replaces item 2 in this Section: 2. 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.

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).

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 are 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.

**Production Status:** The following paragraph replaces this Section: Each Machine is newly manufactured. It may incorporate in addition to new parts, re-used parts as well.

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

In item 2, replace "U.S. \$100,000" with "1.000.000 DM."

The following sentence is added to the end of the first paragraph of item 2: IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

**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 the greater of Irish Pounds 75,000 or 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: (item 1 unchanged) 2)as to any other actual damage arising in all situations involving non-performance 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 second 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.

TURKIYE: Production Status: The following replaces this Section: IBM fulfils customer orders for IBM Machines as newly manufactured in accordance with IBM's production standards.

UNITED KINGDOM: Limitation of Liability: The following replaces items 1 and 2 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;
- 2. the amount of any other actual direct damages or loss, up to the greater of Pounds Sterling 150,000 or 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 will be limited to damages.

#### **NORTH AMERICA**

**CANADA: Warranty Service:** The following is added to this Section: To obtain warranty service from IBM, call **1-800-565-3344**.

**UNITED STATES OF AMERICA: Warranty Service:** The following is added to this Section:

To obtain warranty service from IBM, call 1-800-772-2227.

## **Appendix C. Notices**

References in this publication to IBM products, programs, or services do not imply that IBM intends to make these available in all countries in which IBM operates. Any reference to an IBM product, program, or service is not intended to state or imply that only that IBM product, program, or service may be used. Any functionally equivalent product, program, or service that does not infringe any of the intellectual property rights of IBM may be used instead of the IBM product, program, or service. The evaluation and verification of operation in conjunction with other products, except those expressly designated by IBM, are the responsibility of the user.

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