



# IBM ThinkPad Multi-Burner Plus Ultrabay Enhanced Drive

## User's Guide





# IBM ThinkPad Multi-Burner Plus Ultrabay Enhanced Drive

## User's Guide

**Note:** Before using this information and the product it supports, read the information in Appendix B, "Service and Support," on page B-1 and Appendix C, "IBM Statement of Limited Warranty Z125-4753-08 04/2004," on page C-1.

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## Safety information

Before installing this product, read the Safety Information.

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

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

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

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

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

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

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

לפני שתתקינו מוצר זה, קראו את הוראות הבטיחות.

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

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

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

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

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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

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

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

Перед установкой продукта прочтите инструкции по технике безопасности.

Pred inštaláciou tohto produktu si prečítajte bezpečnostné informácie.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

安裝本產品之前，請先閱讀「安全資訊」。



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## General safety guidelines

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

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### Service

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

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

---

### Power cords and power adapters

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

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

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

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

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

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

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

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## Extension cords and related devices

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

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## Plugs and outlets

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

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

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

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

Connect and disconnect the equipment from the electrical outlet carefully

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## Batteries

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

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

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

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

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

---

## Heat and product ventilation

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

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

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## CD and DVD drive safety

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

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



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## Registering your option

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

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

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



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## Chapter 1. About the Multi-Burner Plus drive

This manual provides information on registering, installing, and using the IBM® ThinkPad® Multi-Burner Plus Ultrabay™ Enhanced Drive, and is available on the *Software and User's Guide Super CD* in the following languages:

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

The appendixes of this guide contain warranty information and legal notices.

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### Product description

Your Multi-Burner Plus is compatible with the DVD Forum DVD-Multi Recorder specification, and can record as well as read DVD-RAM, DVD-RW, and DVD-R (for General, 650 nm) media. Your drive can also record DVD+R, DVD+RW, CD-R, CD-RW, and High-Speed CD-RW media. Buffer underrun prevention is utilized to ensure reliable burning of DVD-R, DVD+R, and CD-R media. Your Multi-Burner Plus can read many other formats including DVD Video, Video CD, audio CD, multiple-session, extended architecture (XA) CDs, and Kodak Photo CDs. The Multi-Burner Plus is designed for installation in your Ultrabay Enhanced Drive Bay.

Media type	Write speed
CD-R	24X Max.
CD-RW	4X
High Speed CD-RW	10X
Ultra Speed CD-RW	16X
DVD-R	8X Max.
DVD+R	8X Max.
DVD-RW	4X Max.
DVD+RW	4X Max.
DVD-RAM	3X Max.

In addition to this guide, your option package includes the following:

- Multi-Burner Plus drive
- Enhanced Drive Adapter for Ultrabay 2000
- Carrying case
- *Software and User's Guide Super CD*
- *Quick Reference Guide*

Contact your place of purchase if an item is missing or damaged. Be sure to retain your proof of purchase. It might be required to receive warranty service. See Appendix C, "IBM Statement of Limited Warranty Z125-4753-08 04/2004," on page C-1 for technical support information.

## Software description

Your IBM Multi-Burner Plus *Software and User's Guide Super CD* contains the following software with the following requirements:

- **Intervideo WinDVD Creator Plus**

With this software, you can record video files to DVD-RW, DVD+RW, DVD-R, or DVD+R media that can be played in most stand-alone DVD players. You can also use this software to edit and modify your own video assets prior to recording.

If you have an analog or IEEE 1394 capture device installed in your computer, you can use this software to record video from a camera.

The following table provides information on the Intervideo WinDVD Creator Plus system requirements.

Computer part	Minimum	Optimal
Processor	Intel Celeron 800Mhz	Intel Pentium III 600Mhz  Direct DVD support requires P4 1.6GHz or higher for real-time requirement
RAM	64Mb	128Mb
Operating system	Windows 2000 or Windows XP	Windows 2000 or Windows XP
Sound	Windows-compatible sound card that supports 48KHz playback	Windows-compatible sound card that supports 48KHz playback (PCI recommended)
Video	Windows-compatible AGP or PCI graphic card	Windows-compatible AGP or PCI graphic card (overlay support recommended)
Hard drive	<ul style="list-style-type: none"> <li>• 70 MB for installation</li> <li>• 620 MB for every hour of VCD-quality MPEG-1 video</li> <li>• 2 GB for every hour of DVD-quality MPEG-2 video</li> </ul>	<ul style="list-style-type: none"> <li>• 70 MB for installation</li> <li>• 620 MB for every hour of VCD-quality MPEG-1 video</li> <li>• 2 GB for every hour of DVD-quality MPEG-2 video</li> </ul>
Others		CD or DVD burner required for VCD and DVD burning. Appropriate hardware needed to import video from external sources, such as DV cameras and camcorders

**Note:** WinDVD Creator Plus can import and export DivX content with the DivX codec pre-installed. DivX is a trademark of DivXNetworks, Inc.

- **IBM Drive Letter Access (DLA)**



With this software you can write directly to CD-RW, CD-R, DVD-RAM, DVD-RW, DVD+RW, DVD-R, and DVD+R media using the drive letter as if you were writing to a diskette. DLA formats all disc format types. With DLA, you can drag-and-drop files, create new directories, or save files from any application directly to your Multi-Burner Plus.

- **UDF reader**

This software enables you to install software for reading DVD-RAM, DVD-RW, DVD+RW, and CD-RW media on computers with DVD drives. It also allows you to read DLA-created discs on systems without DLA installed.

- **IBM RecordNow**

IBM RecordNow is disc mastering software that allows you to create your own music or data discs from files on your computer, or from other disc media such as CDs or DVDs. Music discs created with IBM RecordNow will play on any CD player, whether it's at home, in your car, or through your computer's CD-ROM. IBM RecordNow also makes it easy to create data discs that can be read on any appropriate CD or DVD disc reader.

**Note:** Some DVD players cannot read CD-R media. Refer to the documentation that accompanied your drive for information on supported media.

IBM RecordNow guides you, step-by-step, through the recording process with simple wizards and an intuitive interface.

Using IBM RecordNow you can create:

- Exact copies of existing discs: The Exact Copy feature makes a duplicate of your master disc, transferring the disc layout of the original disc to your CD-R, CD-RW, or DVD media.
- Discs of archived data from your hard drive: The Make a Data Disc feature stores electronic data, such as the files and applications that reside on your computer's hard drive. Unlike music discs, data discs store files that are readable only by a computer, and cannot be played on your home or car stereo, even if audio files are on the disc.
- Music compilations from WAV, MP3, or WMA files, or from existing music discs: The Make a Music Disc feature creates custom music discs from files on your hard drive or your existing music discs. The CD music database feature can automatically tag your files with track information to help you sort through your collection.

**Note:** Please refer to the IBM RecordNow On-line Help, for more information on how to Make an Exact copy, Create a Data Disc, or Create an Audio disc with IBM RecordNow.

To start RecordNow, complete the following procedure:

1. Click **Start**.
2. Click **Programs**.
3. Click **IBM RecordNow**.
4. Click **RecordNow** to open the main recording software window.

- **IBM Simple Backup**

This software enables you to create full or incremental backups of your system files on DVD-RAM, DVD-RW, DVD-R, CD-R, CD-RW, DVD+R, or DVD+RW media, and allows you to restore your computer if it crashes.

- **Intervideo WinDVD**

This software enables you to play back DVD videos on your computer or to play video files from your hard disk drive.

**Note:** Some graphics adapters such as the FIREGL, Intergraph, and 3dLabs, do not support DVD video playback.

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## Installation requirements

To install the Multi-Burner Plus drive, your ThinkPad computer must meet the following requirements:

- A ThinkPad system with an Ultrabay Enhanced Drive Bay **or** ThinkPad Dock or Dock II
- An Enhanced Drive Adapter for Ultrabay 2000
- The Microsoft® Windows® XP or Microsoft Windows 2000 Professional operating system

**Notes:**

1. IBM offers limited support for computers with Microsoft Windows 95, Microsoft Windows 98, or Microsoft Windows Millennium Edition (Me) desktop operating systems.
2. The ThinkPad A21e computer does not support DVD playback under Windows NT.

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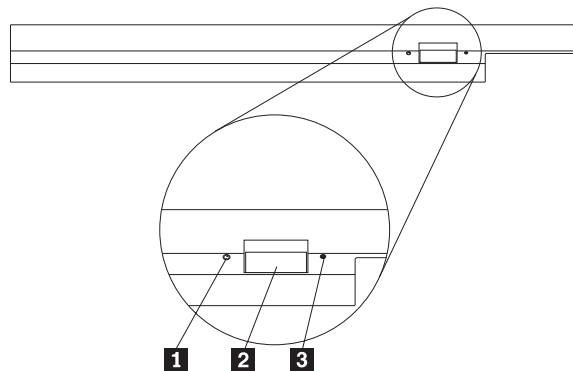
## Installing the drive

Your ThinkPad computer includes a help system, Access ThinkPad, that provides drive installation instructions specific to your computer. To correctly install the multi-burner drive into the Ultrabay enhanced drive bay, use the instructions given in the Access ThinkPad help system.

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## Locating the drive controls

The following diagram shows the location of the controls on the front of the drive:



- 1** Power light: This light is visible when the drive is in use.
- 2** Eject button: Press this button to eject a DVD or CD.
- 3** Manual eject hole: Use this emergency release to eject a DVD or CD when the Eject button does not work. For more information on manually ejecting a DVD or CD, see “Manually ejecting a disc” on page 2-4.

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## Chapter 2. Using the Multi-Burner Plus drive

This section provides information on how to handle, load, and care for DVDs and CDs and on how to care for your Multi-Burner Plus drive.

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### Before you begin

For best results, review the following guidelines before using the drive:

- Do not move your ThinkPad computer while formatting or writing a disc because this might cause data errors. Also, minimize typing while formatting or writing to a disc, as this might also cause data errors.
- Keep the ThinkPad computer on a flat surface when writing to a disc.
- Make sure the ThinkPad computer is plugged into an ac outlet when using the drive. The disc might be damaged if the battery runs out while writing to a disc.
- Turn screen savers off. Using a screen saver might interrupt the formatting and writing process.
- Do not put your ThinkPad computer into hibernation or suspend mode while writing to a disc.

**Note:** The read and write results of the drive depend upon the quality and characteristics of the DVD or CD media used.

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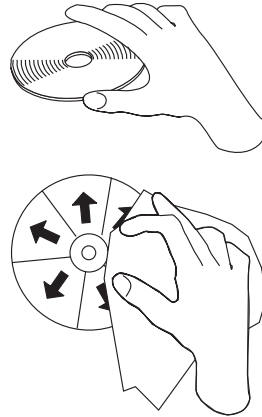
### Handling and caring for a disc

Carefully handle and clean discs, especially writable media types such as CD-R and CD-RW discs, so that they remain readable. You can prolong the life of your discs by using the following precautions:

- Always store discs in their original packaging.
- Always store discs out of direct sunlight.
- Always store discs away from direct heat sources.
- Remove discs from the computer when not in use.
- Check discs for cracks BEFORE each use.  
**IMPORTANT:** Do not use discs that are cracked.
- Do not force discs into the computer or packaging.
- Do not bend or flex discs.
- Do not use commercial cleaners to clean discs.
- Do not write on the surface of discs.

- Handle discs by the edges or the center hole.
- Do not touch the surface of discs.
- To remove dust or fingerprints, wipe discs from the center to the edge with a soft, lint-free cloth.

**Attention:** Wiping a disc using a circular motion can cause data loss.



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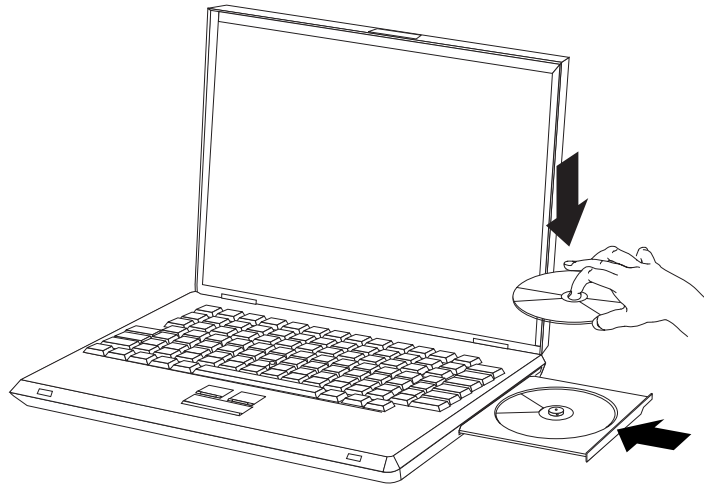
## Caring for the Multi-Burner Plus drive

To protect your drive during operation, observe the following precautions:

- Remove the disc from the drive before moving the drive.
- Do not insert foreign objects into the drive.
- Do not stack objects on the drive.
- Do not remove the drive cover or attempt to service the drive.
- Do not operate the drive under any of the following conditions:
  - High temperature, high humidity, or direct sunlight
  - Excessive vibration, sudden shock, or inclined surface
  - Excessive dust

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## Loading a disc



1. Press the Eject button. The tray slides out of the drive.
2. Place a disc with the label facing up in the tray.
3. Close the tray by gently pushing the tray in until it latches.

**Attention:** Do not use force or insert foreign objects to open the tray. If your tray does not open when you press the Eject button, see “Manually ejecting a disc” on page 2-4 for more information.

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## Using the drive

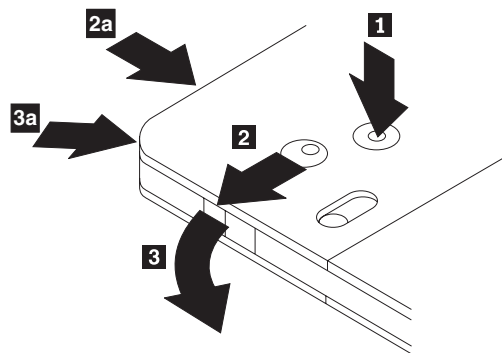
This section contains information on using the Multi-Burner.

### Using single-sided and double-sided DVD-RAM media

DVD-RAM media is available in single-sided and double-sided versions.

The 2.6 GB and 4.7 GB versions are single-sided. The 9.4 GB versions are double-sided. To access the data on both sides of the media, you must remove the media from the drive, turn it over, and re-insert it into the drive.

### Removing the disc from the cartridge



DVD-RAM media is available in bare-disc or cartridge form. To use cartridge media in your Multi-Burner, you must first remove the disc from the cartridge.

1. Using the tip of a ball point pen, push and break the lock pin tab **1**.

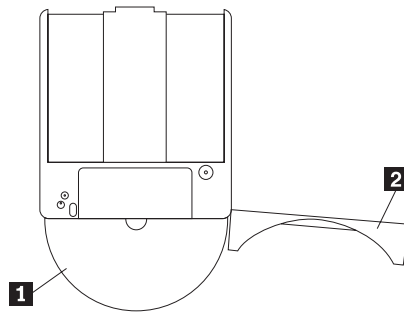
2. To remove the disc, use a ball point pen to push down on the cartridge lid lock **2** and pull the cartridge lid out **3**.

When the cartridge lid is open, the disc can be removed.

**Note:** The cartridge lid lock and the cartridge lid tab are located on the side of some cartridges, as shown in **2a** and **3a** above.

**Attention:** Do not touch the recording area of the disc when handling bare media.

## Returning the disc to the cartridge



1. To return the disc to the cartridge, align the label side of the disc **1** with the DVD-RAM cartridge label side.
2. Insert the disc and close the cartridge lid **2**. A clicking sound will occur when the lid closed.

## Precautions for handling

Be careful when handling the removed disc. Debris, dust particles, fingerprints, smears, or scratches may impair recording and playback of the media. To clean dust or other debris, use a CD cleaning kit. Use a soft, dry cloth to clean the disc. Do not use solvents to clean the disc surface. When labeling a disc, write only on the printed label side or the cartridge using a soft felt-tip marker. Keep out of direct sunlight, high temperatures, and humidity. Do not attach labels to either side of the disc.

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## Using the drive with CDs and DVDs

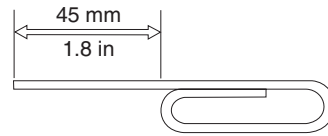
Complete the following procedure to read a data disc:

1. Turn on the computer.
2. Press the Open/Close button on the front of the drive.
3. Insert a disc or cartridge in the tray with the label facing up.
4. Close the tray by pressing the Open/Close button or by gently pushing in the loading tray.  
**Attention:** Do not use force or insert foreign objects to open the loading tray.
5. Wait for the drive busy indicator to turn off; then double-click **My Computer**.
6. Double-click the **CD-ROM** or **DVD-RAM/DVD-R/DVD-RW** icon.

## Manually ejecting a disc

If you press the Eject button and the tray does not slide out, turn off the computer and straighten a large paper clip to form a tool, as shown in the illustration. The

straightened end must extend at least 45 mm (1.8 in.). Insert the extended end into the manual-eject hole on the front of the drive. Push the paper clip until the tray opens. Gently pull out the tray until you can remove the disc.



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## Using the DVD player software

This section describes how to use and customize the DVD Player software. You can find current information on DVD Player software in the readme file on the *User's Guide and Software Super CD*.

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## Using the DVD function

To use the DVD function, you need to set up your computer as follows after installing the Multi-Burner Plus drive into the Ultrabay enhanced drive bay:

1. Enable the DMA setting (Windows XP and Windows 2000 users only).
2. Install WinDVD (the DVD movie player program).

**Note:** For Windows 95, the DVD movie player is supported by Windows 95 OSR2.0 or later versions. You can check which version of Windows 95 you are using by following these steps:

1. Click **Start**, move the cursor to **Settings**, and then click **Control Panel**.
2. Double-click **System**.

Read the numbers under "System."

- 4.00.950B means that your version is Windows 95 OSR2.0 or OSR2.1.
- 4.00.950C means that your version is Windows 95 OSR2.5.

## Enabling driver letter access (DLA)

Drive Letter Access (DLA) is provided so that you can write data to CD-R, CD-RW, DVD-RAM, DVD-RW, and DVD-R media. DVD-RAM, DVD-RW, DVD+RW, CD-RW, DVD-R, DVD+R, and CD-R media can be written to many times (data on DVD-R and CD-R media may be appended until these discs are full).

To format and write to DVD-R, DVD+R, CD-R, DVD-RAM, DVD-RW, DVD+RW, or CD-RW media:

1. Insert a disc into the drive.
2. Double-click **My Computer**. Right-click the Multi-Burner drive letter.
3. Click **Format**. Formatting time will vary depending on the format process you use (Quick or Full).
4. After formatting is complete, you can drag and drop files to the Multi-Burner drive icon, or you can move files in Windows Explorer.

To make CD-R media compatible in other computers:

1. Double-click **My Computer**. Right-click the Multi-Burner drive letter.
2. Click **Make Compatible**.

To use UDF formatted DVD-RAM, DVD-RW, DVD+RW, or CD-RW media in other computers, a UDF reader is included on the *User's Guide and Software Super CD*. To use the UDF reader, follow this procedure:

1. Insert the *User's Guide and Software Super CD* into the CD or DVD drive of the computer you want to use the UDF formatted discs with.
2. Click **Start**.
3. Click **Run**.
4. Type `e:\UDF\language` where *e* is the drive letter of the CD or DVD drive, and `language` is your language.
5. Click **OK**.
6. Double-click **SETUP.EXE** and follow the on-screen instructions.

**Note:** The UDF reader is only needed on systems that do not have another DLA program for CD-RW, DVD+RW, or DVD-RW installed.

## Enabling the DMA setting

This section explains enabling the DMA setting with Windows 2000 and Windows XP.

### For Windows 2000

1. Click **Start**, move the cursor to **Settings**, and click **Control Panel**.
2. Double-click **System**.
3. Click the **Hardware** tab.
4. Click the **Device Manager** button.
5. Click **IDE ATA/ATAPI controller** to pull down the submenu.
6. Double-click **Secondary IDE**. (Double-click **Primary IDE** if you are using the ThinkPad A21e computer.)
7. Select the **DMA is available** as the Transfer Mode.
8. Click **OK**.
9. Click **Close** to close System Properties window. A message is displayed, informing you that the system settings have changed.
10. Click **OK** to restart the system.

### For Windows XP

1. Click **Start**, move the cursor to **My Computer**, and click on it.
2. Click on **View system information** under System Tasks.
3. Click the **Hardware** tab.
4. Click the **Device Manager** button.
5. Click **IDE ATA/ATAPI controller** to pull down the submenu.
6. Double-click **Secondary IDE**. (Double-click **Primary IDE** if you are using the ThinkPad A21e computer.)
7. Click the **Advanced Settings** tab.
8. Select **DMA if available** as the Transfer Mode.
9. Click **OK**.
10. Click **Close** to close the System Properties window.



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## Using Intervideo WinDVD Creator Plus

With Intervideo WinDVD Creator Plus, you can capture, edit, and record video and audio files. You can also use Intervideo WinDVD Creator Plus to create and record DVD videos using your own video and audio files. Intervideo WinDVD Creator Plus works with DVD-R, DVD+R, DVD-RW, DVD+RW, and DVD-RAM media. For more detailed information on Intervideo's WinDVD Creator Plus features, go to the WinDVD Creator Plus User's Guide on the *User's Guide and Software Super CD*.

The main function areas within the WinDVD Creator Plus main window are "Capture," "Edit," "Author," and "Make Movie". From these functions, you can import and edit your own video and audio files, then save them into any supported format. The supported formats include MPEG-1, MPEG-2, ASF, WMV, and AVI. When you have prepared your video and audio files, by going through the "Capture" and "Edit" steps, you can then add a customized menu from within the "Author" function. You can import your own still images to use as menu backgrounds or select one of the sample images. When your movie is ready, proceed to "Make Movie" where you can select the output format and video standard used in creating your movie. Burn your movie to disc or save it to the hard disk for burning later. If you use WinDVD Creator Plus to create a DVD image on your hard disk, you can select "Load Image to Burn" from the Project menu.

WinDVD Creator Plus also offers the capability to record video directly to DVD recordable media using "Disk Manager." This is done without using any additional space on your hard disk. With Disk Manager, you can capture new video or use video files you already have, and then finish your movie by creating a customized menu. Your movie can be created in either +VR or -VR video formats. Through Disk Manager, you can edit your movie at any time, adding or deleting video segments or changing your customized menu.

## Installing WinDVD and viewing a DVD movie

To install WinDVD, go to the "Software" section of the *Software and User's Guide Super CD*.

After you install the Multi-Burner drive and WinDVD software, you can view a DVD movie. But first you need to set the DVD region code for your DVD content.

### DVD region codes

DVD region codes help protect the contents of a DVD. The world is divided into six regions and specific content can be viewed only in the appropriate region. For example, content for Region 1 can be viewed only in the U.S. and Canada. WinDVD is also region-specific.

You can verify the region code of the content by looking at the region code symbol on the back of the content packaging.

Region code	Region
1	U.S., Canada
2	Europe, Middle East, South Africa, Japan
3	Southeast Asia, Taiwan, Korea
4	Latin America, Australia, New Zealand
5	Former Soviet Union, North Africa, India

Region code	Region
6	People's Republic of China

Start WinDVD by inserting the DVD into the drive. The region code is automatically set and you can view the movie. This is the initial setting.

After the region code has been set, if you insert a DVD with a different region code, you are prompted to change the region code. You can change the region code from your initial setting up to four times.

After the region code has been changed from its initial setting four times, it is fixed and can no longer be changed. Thereafter, you can play DVD content only from that region.

To display the region code status, click the **WinDVD Properties** button on the WinDVD user interface. The **General** tab contains this information.

To change the region code, do the following:

1. Turn on your computer and start your operating system.
2. Click **Start**.
3. Select **Programs**.
4. Click **Intervideo WinDVD**.
5. Click the **Properties** icon to open the **Properties** window.
6. Click the **General Properties** tab.
7. Insert a single region DVD of the new region.
8. Select the correct region code for your country.
9. Click **OK**.

## Starting WinDVD

To start WinDVD, complete the following procedure:

1. Click **Start**.
2. Click **Programs**.
3. Click **InterVideo WinDVD**.
4. Click **InterVideo WinDVD** to open the DVD movie player window.

For more information on how to play the DVD movie player, refer to the WinDVD help information on the *Software and User's Guide Super CD*. If you want to watch a DVD movie on your TV, refer to the online information provided with your computer.

### Notes:

1. Your computer has been configured to provide the highest quality audio and video playback obtainable with the available system resources. You can alter the default settings by changing the video resolution setting within the Control Panel. Some systems do not have enough resources to provide full-quality audio and video playback at all resolution settings. If you experience poor playback performance, adjust the resolution to a lower setting.
2. Audio or video streams are decoded by software. The audio and video subsystems need to be fully functional and enabled.

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## Using the CD-R and CD-RW function

The Multi-Burner drive can write to both CD-R and CD-RW discs. CD-R discs cannot be erased, but can be used with standard CD-ROM drives and CD players.

You can use CD-R discs to record audio tracks, store data, archive files, and copy files from another CD.

CD-RW discs can be erased and rewritten, but can be used only with newer MR- and CD-RW-compatible CD-ROM and DVD-ROM drives. You can use CD-RW discs to back up, store, and update files or to copy files from another CD.

### Notes:

1. CD-R discs are playable on audio CD players. CD-RW discs are not playable on most audio CD players.
2. The software included with this drive does **not** enable the drive CD-recording capabilities with DOS, Windows 3.x, or IBM OS/2<sup>®</sup> operating systems.

For more information on using the software, refer to the IBM RecordNow and IBM DLA help information on the *Software and User's Guide Super CD*.

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## Using the DVD-R/DVD-RW and DVD+R/DVD+RW functions

The Multi-Burner drive can write to DVD-R, DVD-RW, DVD+R, and DVD+RW discs. DVD-R and DVD+R discs cannot be erased, but can be used with standard DVD-ROM drives and DVD players.

You can use DVD-R and DVD+R discs to record audio tracks, store data, archive files, and copy files from another DVD.

DVD-RW and DVD+RW discs can be erased and rewritten, but can be used only with newer MR- and DVD-RW-compatible DVD-ROM drives. You can use DVD-RW and DVD+RW discs to back up, store, and update files or to copy files from another DVD.

For more information on using the software, refer to the IBM RecordNow and IBM DLA help information on the *Software and User's Guide Super CD*.

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## Backing up a CD or DVD

To copy a commercial CD or DVD, you must own the copyright or obtain permission from the copyright owner. If you do not own the copyright or do not obtain permission from the copyright owner, you might be violating copyright law and might be subject to payment of damages or other remedies. For more information on copyright law, consult your legal advisor.

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## Problem solving

Computer problems can be caused by hardware, software, or user error. The information in this section might be useful to help you solve problems or to gather helpful information you can pass on to a service technician. You might also need to refer to your computer, operating-system, or sound-adaptor publications.

Review the following list for any problem descriptions that might fit your situation.

**You cannot create a multisession disc.**

Be sure that there is enough space left on the disc for another session. Writing a session requires lead-in and lead-out space (about 15 MB) in addition to the data that is recorded.

**You cannot successfully write to a CD-R, CD-RW, DVD-R, DVD-RW, DVD+R, DVD+RW, or DVD-RAM disc.**

Take the following actions:

1. Verify that the process is not being interrupted by a screen saver, an antivirus program, an Internet or e-mail program, or other software. Disable the functions that might interrupt the write operation.
2. Verify that the hard disk has been defragmented.
3. Consult the hard disk drive manufacturer or vendor if an older hard disk drive is conducting a thermal recalibration during a write operation.
4. Replace the disc if it is bad or scratched.
5. Disable the Windows Auto Insert Notify function on your CD-ROM and CD-RW drives.

**You cannot eject a CD or DVD disc.**

Take the following actions after ensuring that the drive is not in the process of writing to a disc:

1. Eject the disc through software.
2. Use the Eject button.
3. Turn off the computer. Wait 45 seconds; then turn on the computer and try using the Eject button again.
4. If other methods do not work, use the manual-eject hole, using instructions given in "Manually ejecting a disc" on page 2-4.

**You cannot read from the CD or DVD disc after successfully writing to it.**

Take the following actions:

1. If you can read the CD or DVD Disc in another CD or DVD player or you can see previous sessions, the directory information might be damaged on the volume, making it unreadable. To get ideas for troubleshooting, check the documentation that comes with the software.
2. You might have a damaged CD-R, CD-RW, DVD-R, DVD-RW, DVD+R, DVD+RW, or DVD-RAM disc. Try a new disc or another brand of CD or DVD disc.
3. If you can read from a CD-RW, DVD-RW, DVD+RW, or DVD-RAM disc in the writing drive, but not in another MR drive, be sure that a UDF Reader program is installed in the computer.
4. Avoid writing at the slower 1X speed unless required by your computer.

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## Appendix A. Product specifications

This appendix includes the following information:

- Physical specifications
- Power requirements
- Environmental requirements
- Read speeds
- Write speeds

### Physical specifications

The physical specifications<sup>1</sup> of the drive are listed in the following table.

Physical specification	
Height	12.7 mm (0.5 in.)
Width	128 mm (5 in.)
Length	129 mm (5.09 in.)
Weight	210 g (0.42 lb)

### Power requirements

The following table lists the power specifications by voltage level for the drive. The power specifications are measured at the drive power connector and are nominal values.

Power specifications	Voltage	Average	Maximum
At voltage	DC 5V	1100 mA	1800 mA

### Environmental requirements

Specification	Operational	Nonoperational
Temperature (noncondensing)	+5° C to +50° C (+41° F to +122° F)	-20° C to +60° C (-4° F to +140° F)
Relative humidity (noncondensing)	10% to 80%	5% to 90%

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1. Product-description data represents IBM's design objectives and is provided for comparative purposes; actual results might vary based on a variety of factors. This product data does not constitute a warranty. Data is subject to change without notice.

### Read speeds

Media	Read Speed
CD-ROM	24X Max.
CD-DA (DAE)	20X Max.
CD-R	24X Max.
CD-RW	24X Max.
DVD-ROM (single layer)	8X Max.
DVD-ROM (dual layer)	6X Max.
DVD-R (4.7 GB)	8X Max.
DVD+R	8X Max.
DVD-RW (4.7 GB)	6X Max.
DVD+RW	6X Max.
DVD-RAM (4.7/9.4 GB)	3X Max.

### Write speeds

Media type	Write speed
CD-R	24X Max.
CD-RW	4X
High Speed CD-RW	10X
Ultra Speed CD-RW	16X
DVD-R	8X Max.
DVD+R	8X Max.
DVD-RW	4X Max.
DVD+RW	4X Max.
DVD-RAM	3X Max.

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## Appendix B. 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.

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### 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.

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### Telephone technical support

Installation and configuration support through the IBM Support Center 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.

Phone numbers are subject to change without notice. For the latest phone number list, go to <http://www.ibm.com/pc/support> and click **Support Phone List**.

Country or Region	Telephone Number	Country or Region	Telephone Number
Africa	+44 (0) 1475 555 055	Japan	Desktop: 0120-887-870 • Overseas calls: 81-46-266-1084  ThinkPad: 0120-887-874 • Overseas calls: 81-46-266-1084  IntelliStation and xSeries: 81-46-266-1358  PC Software: 0120-558-695 • Overseas calls: 81-44-200-8666
Argentina	0800-666-0011	Luxembourg	298-977-5063
Australia	131-426	Malaysia	(60) 3-7727-7800
Austria	01-24592-5901	Mexico	001-866-434-2080
Bolivia	0800-0189	Middle East	+44 (0) 1475 555 055
Belgium	Dutch: 02-210 9820 French: 02-210 9800	Netherlands	020-514 5770
Brazil	55-11-3889-8986	New Zealand	0800-446-149
Canada	English: 1-800-565-3344  French: 1-800-565-3344  In Toronto: 416-383-3344	Nicaragua	255-6658
Chile	800-224-488	Norway	66 81 11 00
China	800-810-1818	Panama	206-6047
China (Hong Kong and S.A.R.)	Home PC: 852-2825-7799  Commercial PC: 852-8205-0333	Peru	0-800-50-866
Colombia	980-912-3021	Philippines	(63) 2-995-2225
Costa Rica	284-3911	Portugal	21-892-7147
Denmark	45 20 82 00	Russia	095-940-2000
Dominican Republic	566-4755  or 566-5161 ext. 8201  Toll Free within the Dominican Republic: 1-200-1929	Singapore	(65) 1-800-840-9911
Ecuador	1-800-426911 (option #4)	Spain	91-714-7983



Country or Region	Telephone Number	Country or Region	Telephone Number
El Salvador	250-5696	Sweden	08-477 4420
Finland	09-459 69 60	Switzerland	058-333-0900
France	02 38 55 74 50	Taiwan	886-2-8723-9799
Germany	07032-1549 201	Thailand	(66) 2-273-4000
Guatemala	335-8490	Turkey	00-800-446-32-041
Honduras	Tegucigalpa & Sand Pedro Sula: 232-4222  San Pedro Sula: 552-2234	United Kingdom	0-1475-555 055
India	1600-44-6666	United States	1-800-IBM-SERV  (1-800-426-7378)
Indonesia	(62) 21-523-8535	Uruguay	000-411-005-6649
Ireland	02-7031-6101	Venezuela	0-800-100-2011
Italy	01-815-9202	Vietnam	Ho Chi Minh: (84) 8-829-5160  Hanoi: (84) 4-843-6675



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# Appendix C. IBM Statement of Limited Warranty Z125-4753-08 04/2004

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## Part 1 - General Terms

*This Statement of Limited Warranty includes Part 1 - General Terms, Part 2 - Country-unique Terms, and Part 3 - Warranty Information. The terms of Part 2 replace or modify those of Part 1. The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. 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.*  
**Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.**

### **What this Warranty Covers**

*IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications ("Specifications") which are available on request. The warranty period for the Machine starts on the original Date of Installation and is specified in Part 3 - Warranty Information. The date on your invoice or sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise. 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. Unless IBM specifies otherwise, these warranties apply only in the country or region in which you purchased the Machine.*  
**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

### **What this Warranty Does not Cover**

This warranty does not cover the following:

- any software programs, whether pre-loaded or shipped with the Machine, or installed subsequently;
- failure resulting from misuse (including but not limited to use of any Machine capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
- failure caused by a product for which IBM is not responsible; and
- any non-IBM products, including those that IBM may procure and provide with or integrate into an IBM Machine at your request.

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

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 with "how-to" questions and those regarding Machine set-up and installation, is provided **WITHOUT WARRANTIES OF ANY KIND**.

### **How to Obtain Warranty Service**

If the Machine does not function as warranted during the warranty period, contact IBM or your reseller to obtain warranty service. If you do not register the Machine with IBM, you may be required to present proof of purchase as evidence of your entitlement to warranty service.

### **What IBM Will Do to Correct Problems**

When you contact IBM for service, you must follow the problem determination and resolution procedures that IBM specifies. An initial diagnosis of your problem can be made either by a technician over the telephone or electronically by access to an IBM website. The type of warranty service applicable to your Machine is specified in Part 3 - Warranty Information. You are responsible for downloading and installing designated Machine Code (microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, and diagnostics delivered with an IBM Machine ) and other software updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides. If your problem can be resolved with a Customer Replaceable Unit ("CRU") (e.g., keyboard, mouse, speaker, memory, hard disk drive), IBM will ship the CRU to you for you to install. If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone or electronically, through your application of Machine Code or software updates, or with a CRU, IBM or your reseller, if approved by IBM to provide warranty service, will either, at its discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. If IBM is unable to do either, you may return the Machine to your place of purchase and your money will be refunded. IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

### **Exchange of a Machine or Part**

When the warranty service involves the exchange of a Machine or part, the item 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.

### **Your Additional Responsibilities**

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 service request procedures that IBM or your reseller provides;
  - b. backup or secure all programs, data, and funds contained in the Machine;
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit IBM to fulfill its obligations; and
  - d. inform IBM or your reseller of changes in the Machine's location.
4. (a) ensure all information about identified or identifiable individuals (Personal Data) is deleted from the Machine (to the extent technically possible), (b) allow

IBM, your reseller or an IBM supplier to process on your behalf any remaining Personal Data as IBM or your reseller considers necessary to fulfill its obligations under this Statement of Limited Warranty (which may include shipping the Machine for such processing to other IBM service locations around the world), and (c) ensure that such processing complies with any laws applicable to such Personal Data.

#### **Limitation of Liability**

IBM is responsible for loss of, or damage to, your Machine only 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 are responsible for any of your confidential, proprietary or personal information contained in a Machine which you return to IBM for any reason. You should remove all such information from the Machine prior to its return.

Circumstances may arise where, because of a default on 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

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 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 ("LIC").

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, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

#### **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 Statement of Limited Warranty, without regard to conflict of law principles.

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

### **Jurisdiction**

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

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## **Part 2 - Country-unique Terms**

### **AMERICAS**

#### **ARGENTINA**

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

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

#### **BOLIVIA**

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

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

#### **BRAZIL**

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

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

#### **CHILE**

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

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

#### **COLOMBIA**

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

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

#### **EQUADOR**

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

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

#### **MEXICO**

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

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

#### **PARAGUAY**

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

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

#### **PERU**

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

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

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

## **URUGUAY**

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

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

## **VENEZUELA**

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

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

## **NORTH AMERICA**

**How to Obtain Warranty Service:** *The following is added to this Section:*

To obtain warranty service from IBM in Canada or the United States, call 1-800-IBM-SERV (426-7378).

## **CANADA**

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

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

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

laws in the Province of Ontario.

## **UNITED STATES**

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

laws of the State of New York.

## **ASIA PACIFIC**

### **AUSTRALIA**

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

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

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

Where 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 "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State or Territory.

### **CAMBODIA AND LAOS**

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

laws of the State of New York, United States of America.

### **CAMBODIA, INDONESIA, AND LAOS**

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

Disputes arising out of or in connection with this Statement of Limited Warranty

shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

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

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

#### **INDIA**

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

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and
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 Limited Warranty, the charge paid by you for the individual Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

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

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

#### **JAPAN**

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



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

#### **MALAYSIA**

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

#### **NEW ZEALAND**

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

The warranties specified in this section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which 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 "laws of the country in which you acquired the Machine" in the first sentence:*

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

#### **PHILIPPINES**

**Limitation of Liability:** *Item 3 in the fifth paragraph is replaced by the following:*

**SPECIAL (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), MORAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR**

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

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc.. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

#### **SINGAPORE**

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

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

**THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:**

The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

**How to Obtain Warranty Service:**

Add the following paragraph in **Western Europe** (Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country subsequently added to the European Union, as from the date of accession): The warranty for Machines acquired in Western Europe shall be valid and applicable in all Western Europe countries provided the Machines have been announced and made available in such countries. If you purchase a Machine in one of the Western European countries, as defined above, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM, provided the Machine has been announced and made available by IBM in the country in which you wish to obtain service. If you purchased a Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM. If you purchase a 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 approved service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM approved service provider.

**Governing Law:**

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

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

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

1) **In Austria** the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty and relating thereto, including its existence, will be the

competent court of law in Vienna, Austria (Inner-City); 2) in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe** all disputes arising out of this Statement of Limited Warranty or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) in **Belgium and Luxembourg**, all disputes arising out of this Statement of Limited Warranty or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of your registered office and/or commercial site location only are competent; 4) in **France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna** all disputes arising out of this Statement of Limited Warranty or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) in **Russia**, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Statement of Limited Warranty shall be settled by Arbitration Court of Moscow; 6) in **South Africa, Namibia, Lesotho and Swaziland**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the High Court in Johannesburg; 7) in **Turkey** all disputes arising out of or in connection with this Statement of Limited Warranty shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty will be brought before, and settled exclusively by, the competent court of a) Athens for **Greece**, b) Tel Aviv-Jaffa for **Israel**, c) Milan for **Italy**, d) Lisbon for **Portugal**, and e) Madrid for **Spain**; and 9) in **the United Kingdom**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

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

**In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia** all disputes arising out of this Statement of Limited Warranty or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation. **In Estonia, Latvia and Lithuania** all disputes arising in connection with this Statement of Limited Warranty will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

## EUROPEAN UNION (EU)

### ***THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:***

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

**How to Obtain Warranty Service:** *The following is added to this section:*

To obtain warranty service from IBM in EU countries, see the telephone listing in Part 3 - Warranty Information.

You may contact IBM at the following address:

IBM Warranty & Service Quality Dept.

PO Box 30

Spango Valley

Greenock

Scotland PA16 0AH

## CONSUMERS

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

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

**Limitation of Liability:** *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty or due to any other cause related to this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges you paid for the Machine. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

## FRANCE AND BELGIUM

**Limitation of Liability:** *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges you paid for the Machine that has caused the damages. For purposes of this item, the term "Machine" includes Machine Code

and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

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

#### **AUSTRIA**

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

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

The warranty for 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 limitation period for consumers in action for breach of warranty is the statutory period as a minimum. 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.

*The second paragraph does not apply.*

**What IBM Will Do to Correct Problems:** *The following is added to this section:*

During the warranty period, IBM will reimburse you for the transportation charges for the delivery of the failing Machine to IBM.

**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 "Machine" includes Machine Code and Licensed Internal Code ("LIC").

*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

**What this Warranty Covers:** *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 twelve 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.

*The second paragraph does not apply.*

**What IBM Will Do to Correct Problems:** *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.

## HUNGARY

**Limitation of Liability:** *The following is added at the end of this section:*

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act. The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Statement of Limited Warranty balance this limitation of liability.

## IRELAND

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

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

**Limitation of Liability:** *The following replaces the terms of section in its entirety:*

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

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for death or personal injury caused by the negligence of IBM
2. Subject always to the **Items for Which IBM is Not Liable** below, IBM will accept unlimited liability for physical damage to your tangible property resulting from the negligence of IBM.

3. Except as provided in items 1 and 2 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125% of the amount you paid for the Machine directly relating to the Default.

#### **Items for Which IBM is Not Liable**

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

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

#### **SLOVAKIA**

**Limitation of Liability:** *The following is added to the end of the last paragraph:*

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

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

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

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 the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default. Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM. This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for:
  - a. death or personal injury caused by the negligence of IBM; and
  - b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section.
2. IBM will accept unlimited liability, subject always to the **Items for Which IBM is Not Liable** below, for physical damage to your tangible property resulting from the negligence of IBM.
3. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in items 1 and 2 above, exceed the greater of 1) Pounds Sterling 75,000, or 2) 125% of the total purchase price payable or the charges for the Machine directly relating to the Default.

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

#### **Items for Which IBM is Not Liable**

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

1. loss of, or damage to, data;

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

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## Part 3 - Warranty Information

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

### Warranty Period

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

### ThinkPad Multi-Burner Plus Ultrabay Enhanced Drive

Country or Region of Purchase	Warranty Period	Type of Warranty Service
Worldwide	3 years	7

A warranty period of 3 years on parts and 3 years on labor means that IBM provides warranty service without charge for parts and labor during the 3 year warranty period.

## Types of Warranty Service

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

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

IBM provides replacement CRUs to you for you to install. CRU information and replacement instructions are shipped with your Machine and are available from IBM at any time on your request. Installation of Tier 1 CRUs is your responsibility. If IBM installs a Tier 1 CRU at your request, you will be charged for the installation. You may install a Tier 2 CRU yourself or request IBM to install it, at no additional charge, under the type of warranty service designated for your Machine. IBM specifies in the materials shipped with a replacement CRU whether a defective CRU must be returned to IBM. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if IBM does not receive the defective CRU within 30 days of your receipt of the replacement.

### 2. On-site Service

IBM or your reseller will either repair or exchange the failing Machine at your location and verify its operation. You must provide suitable working area to allow disassembly and reassembly of the IBM Machine. The area must be clean,



well lit and suitable for the purpose. For some Machines, certain repairs may require sending the Machine to an IBM service center.

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

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

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

You will deliver or mail as IBM specifies (prepaid unless IBM specifies otherwise) the failing Machine suitably packaged to a location IBM designates. After IBM has repaired or exchanged the Machine, IBM will make it available for your collection or, for Mail-in Service, IBM will return it to you at IBM's expense, unless IBM specifies otherwise. You are responsible for the subsequent installation and verification of the Machine.

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

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

**6. CRU and Courier or Depot Service**

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

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

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

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

\* This type of service is called ThinkPad EasyServ or EasyServ in some countries. The IBM Machine Warranty worldwide web site at [http://www.ibm.com/servers/support/machine\\_warranties/](http://www.ibm.com/servers/support/machine_warranties/) provides a worldwide overview of IBM's Limited Warranty for Machines, a Glossary of IBM definitions, Frequently Asked Questions (FAQs) and Support by Product (Machine) with links to Product Support pages. **The IBM Statement of Limited Warranty is also available on this site in 29 languages.**

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

Phone numbers are subject to change without notice. For the latest phone number list, go to <http://www.ibm.com/pc/support> and click **Support Phone List**.

Country or Region	Telephone Number	Country or Region	Telephone Number
Africa	+44 (0) 1475 555 055	Japan	Desktop: 0120-887-870 • Overseas calls: 81-46-266-1084  ThinkPad: 0120-887-874 • Overseas calls: 81-46-266-1084  IntelliStation and xSeries: 81-46-266-1358  PC Software: 0120-558-695 • Overseas calls: 81-44-200-8666
Argentina	0800-666-0011	Luxembourg	298-977-5063

<b>Australia</b>	<b>131-426</b>	<b>Malaysia</b>	<b>(60) 3-7727-7800</b>
<b>Austria</b>	<b>01-24592-5901</b>	<b>Mexico</b>	<b>001-866-434-2080</b>
<b>Belgium</b>	<b>Dutch: 02-210 9820</b> <b>French: 02-210 9800</b>	<b>Netherlands</b>	<b>020-514 5770</b>
Brazil	55-11-3889-8986	New Zealand	0800-446-149
Canada	English: 1-800-565-3344  French: 1-800-565-3344  In Toronto: 416-383-3344	Nicaragua	255-6658
Chile	800-224-488	Norway	66 81 11 00
China	800-810-1818	Panama	206-6047
China (Hong Kong and S.A.R.)	Home PC: 852-2825-7799  Commercial PC: 852-8205-0333	Peru	0-800-50-866
Colombia	980-912-3021	Philippines	(63) 2-995-2225
Costa Rica	284-3911	Portugal	21-892-7147
Denmark	45 20 82 00	Russia	095-940-2000
Dominican Republic	566-4755  or 566-5161 ext. 8201  Toll Free within the Dominican Republic: 1-200-1929	Singapore	(65) 1-800-840-9911
Ecuador	1-800-426911 (option #4)	Spain	91-714-7983
El Salvador	250-5696	Sweden	08-477 4420
Finland	09-459 69 60	Switzerland	058-333-0900
France	02 38 55 74 50	Taiwan	886-2-8723-9799
Germany	07032-1549 201	Thailand	(66) 2-273-4000

<b>Guatemala</b>	<b>335-8490</b>	<b>Turkey</b>	<b>00-800-446-32-041</b>
Honduras	Tegucigalpa & Sand Pedro Sula: 232-4222  San Pedro Sula: 552-2234	United Kingdom	0-1475-555 055
India	1600-44-6666	United States	1-800-IBM-SERV  (1-800-426-7378)
Indonesia	(62) 21-523-8535	Uruguay	000-411-005-6649
Ireland	01-815-9202	Venezuela	0-800-100-2011
Italy	02-7031-6101	Vietnam	Ho Chi Minh: (84) 8-829-5160  Hanoi: (84) 4-843-6675

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## Appendix D. Guarantee supplement for Mexico

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

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

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

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

To obtain a list of Authorized Service Centers, please visit:  
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**Manufactured by:**  
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**Col. Club de Golf Atlas**  
**El Salto, Jalisco, México**  
**C.P. 45680,**  
**Tel. 01-800-3676900**

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## Appendix E. Notices

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## Electronic emission notices

IBM ThinkPad Multi-Burner Plus Ultrabay Enhanced Drive

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## 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

 Tested To Comply  
With FCC Standards  
FOR HOME OR OFFICE USE

### **Industry Canada Class B emission compliance statement**

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

### **Avis de conformite a la reglementation d'Industrie Canada**

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

### **Deutsche EMV-Direktive (electromagnetische Verträglichkeit)**

Zulassungbescheinigung laut dem Deutschen Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG) vom 30. August 1995 (bzw. der EMC EG Richtlinie 89/336):

Dieses Gerät ist berechtigt in Übereinstimmung mit dem Deutschen EMVG das EG-Konformitätszeichen - CE - zu führen. Verantwortlich für die Konformitätserklärung nach Paragraph 5 des EMVG ist die:

IBM Deutschland Informationssysteme GmbH, 70548 Stuttgart.

Informationen in Hinsicht EMVG Paragraph 3 Abs. (2) 2:

Das Gerät erfüllt die Schutzanforderungen nach EN 55024:1998 und EN 55022:1998 Klasse B.
--

EN 55022 Hinweis:

“Wird dieses Gerät in einer industriellen Umgebung betrieben (wie in EN 55022:B festgelegt), dann kann es dabei eventuell gestört werden. In solch einem FA11 ist der Abstand bzw. die Abschirmung zu der industriellen Störquelle zu vergrößern.”

Anmerkung:

Um die Einhaltung des EMVG sicherzustellen sind die Geräte, wie in den IBM Handbüchern angegeben, zu installieren und zu betreiben.

### **European Union - emission directive**

This product is in conformity with the protection requirements of EU Council Directive 89/336/ECC on the approximation of the laws of the Member States relating to electromagnetic compatibility.

IBM can not accept responsibility for any failure to satisfy the protection requirements resulting from a non-recommended 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 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.

#### **Union Européenne - Directive Conformité électromagnétique**

Ce produit est conforme aux exigences de protection de la Directive 89/336/EEC du Conseil de l'UE sur le rapprochement des lois des États membres en matière de compatibilité électromagnétique.

IBM ne peut accepter aucune responsabilité pour le manquement aux exigences de protection résultant d'une modification non recommandée du produit, y compris l'installation de cartes autres que les cartes IBM.

Ce produit a été testé et il satisfait les conditions de l'équipement informatique de Classe B en vertu de Standard européen EN 55022. Les conditions pour l'équipement de Classe B ont été définies en fonction d'un contexte résidentiel ordinaire afin de fournir une protection raisonnable contre l'interférence d'appareils de communication autorisés.

#### **Unione Europea - Directiva EMC (Conformidad electromagnética)**

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

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

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

#### **Unione Europea - Normativa EMC**

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

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

Le prove effettuate sul presente prodotto hanno accertato che esso rientra nei limiti stabiliti per le apparecchiature di informatica Classe B ai sensi della Norma Europea EN 55022. I limiti delle apparecchiature della Classe B sono stati stabiliti

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