



# IBM Half High SCSI Tape Drive Enclosure

## User's Guide

**Note:** Before using this information and the product it supports, read the information in Appendix B, "Service and Support," Appendix C, "IBM Statement of Limited Warranty Z125-4753-08 04/2004," Appendix D, "Guarantee supplement for Mexico," and Appendix E, "Notices."

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## General 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」。

附属の電源コードセットは他の電器機器で使用しないでください。

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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.

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### 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.

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## 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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## Preface

This *User's Guide* provides instructions for installing the IBM Half High SCSI Tape Drive Enclosure.

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### Registering your option

Thank you for purchasing this IBM® 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>

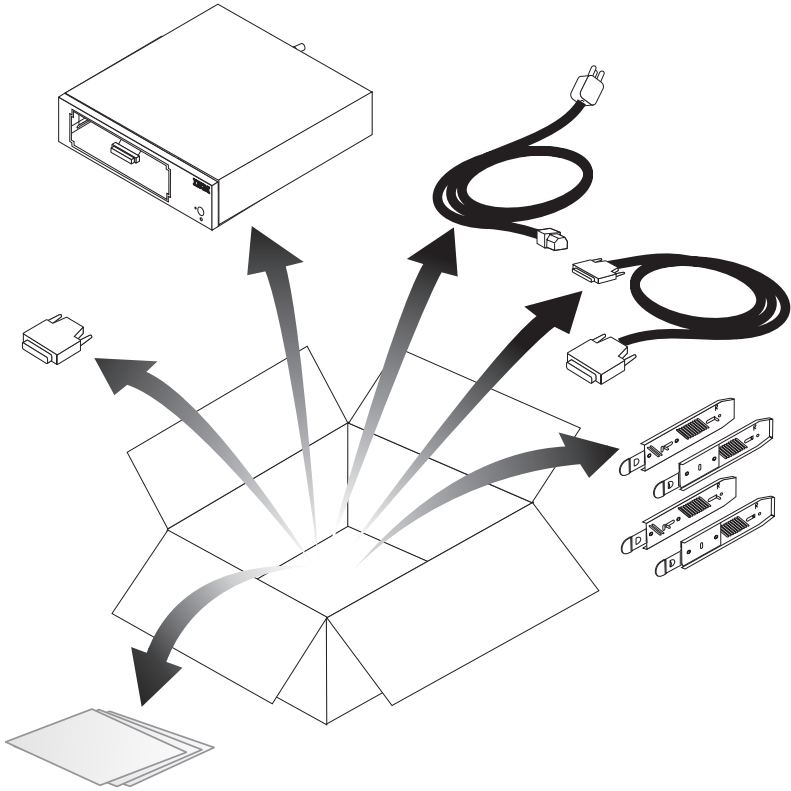
IBM will send you information and updates on your registered product unless you indicate on the Web site questionnaire that you do not want to receive further information.



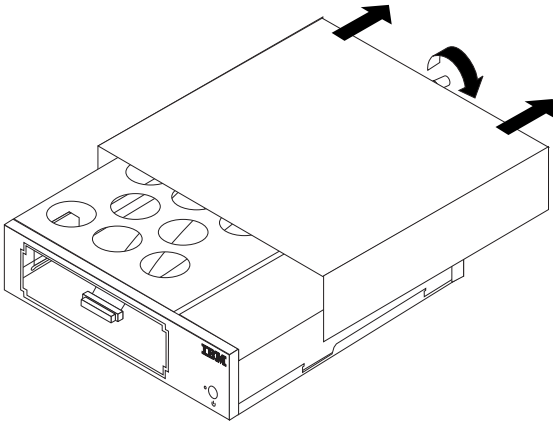
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# Installation

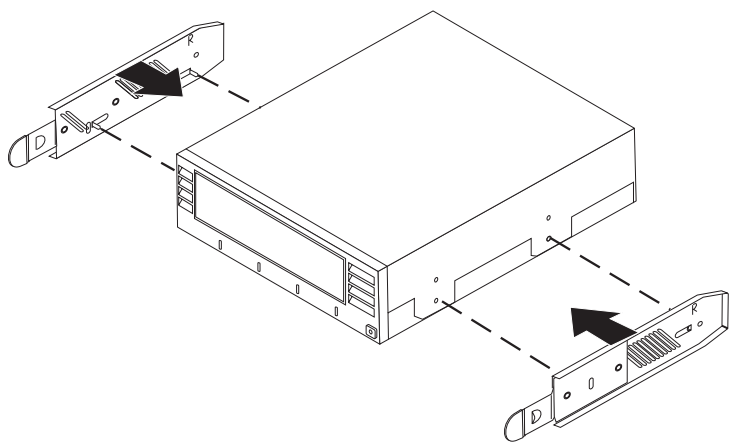
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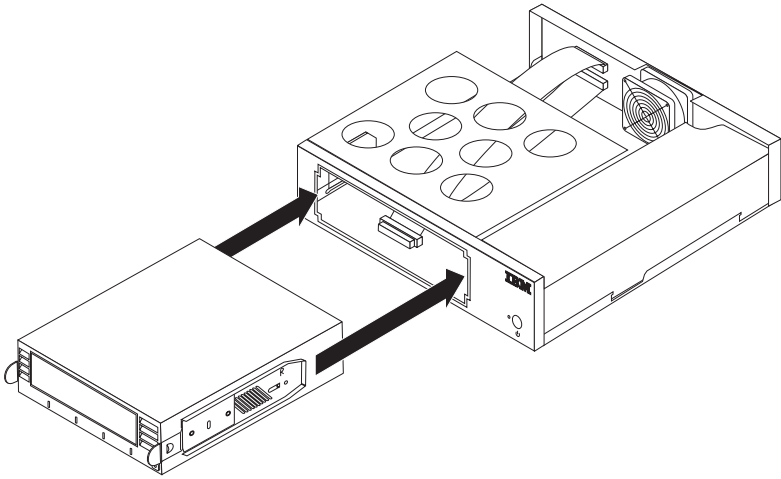
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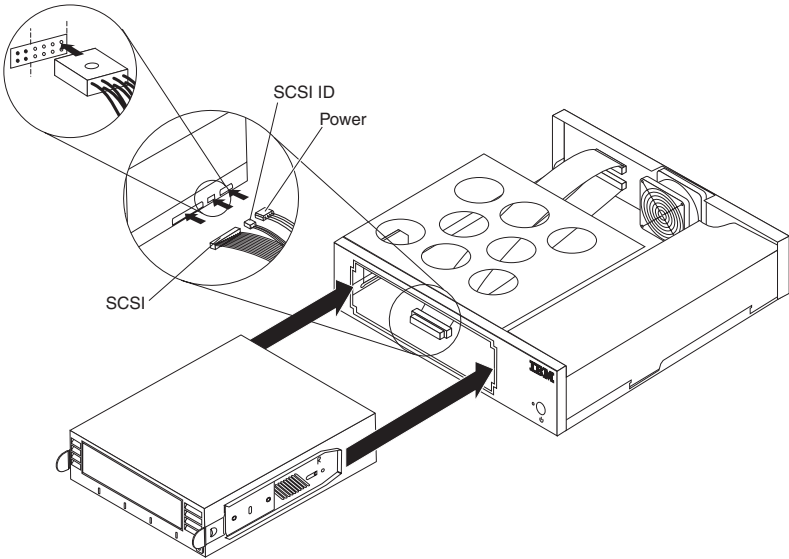
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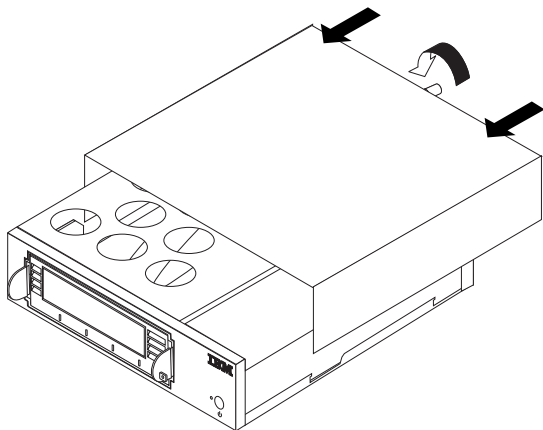
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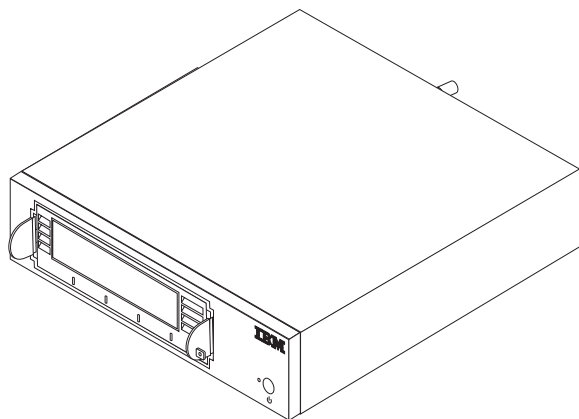
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6

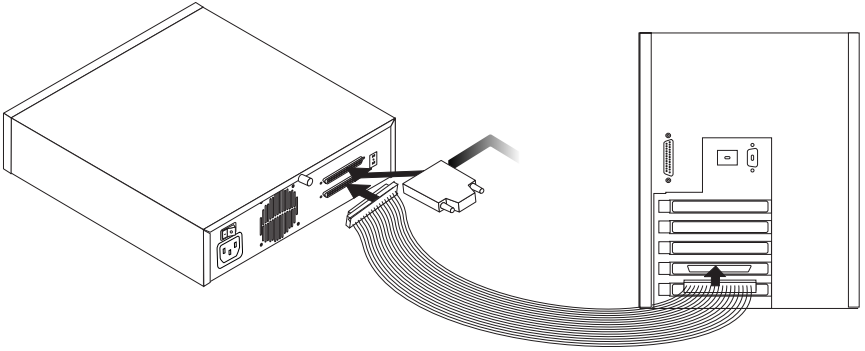


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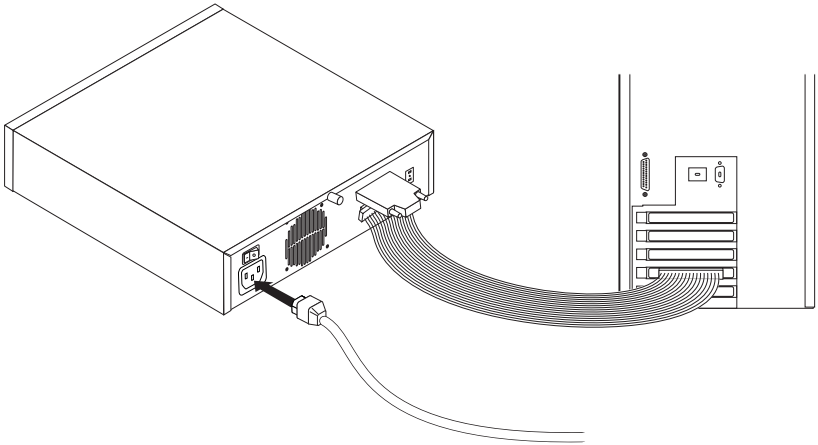




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## Appendix A. Specifications

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### CRUs

Part Number	Description	CRU
24P7351	Enclosure assembly	Tier 1
19P2499	External SCSI cable	Tier 1
6952300	External power cord	Tier 1
19P0874	External SCSI terminator	Tier 1
24P7280	Drive rails- lower mount (pair)	Tier 1
24P8941	Drive rails- center mount (pair)	Tier 1

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### Specifications

Size and Weight	
Height	6.4 cm (2.52 in.)
Width	24.71 cm (9.73 in.)
Depth	31.72 cm (12.49 in.)
Weight	2.72 kg (6 lbs)

Electrical	
Voltage	100 to 240 VAC (+/- 10%)
Frequency	50 to 60 Hz
Outputs	+5 = 5A (max) +12 = 4A (max)
Power	40 W (rated)

### Environmental specifications

Specification	Operating	Storage or non-operating	Transportation
Ambient temperature range	+10° C to +32° C (+50° F to +104° F)	-40° C to +60° C (-40° F to +140° F)	-20° C to +60° C (-4° F to +140° F)

<b>Specification</b>	<b>Operating</b>	<b>Storage or non-operating</b>	<b>Transportation</b>
Temperature variation (thermal gradient)	1° C per minute; max 10° C per hour  (2° F per minute; max 18° F per hour)	1° C per minute; max 20° C per hour  (1° F per minute; max 36° F per hour)	1° C per minute; max 20° C per hour  (2° F per minute; max 36° F per hour)
Relative humidity (humidity gradient)	20% to 80%; non-condensing 10% per hour	10% to 80%; non-condensing 10% per hour	10% to 80%; non-condensing 10% per hour
Wet bulb	26° C (79° F) max	29° C (84° F) max	29° C (84° F) max
Altitude	-304.9 m to 9,144 m  (-1000 ft to +30,000 ft)	-304.8 m to +9,144 m  (-1000 ft to +30,000 ft)	-304.8 m to +9,144 m  (-1000 ft to +30,000 ft)

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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

Country or Region	Telephone Number	Country or Region	Telephone Number
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
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	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 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.

A warranty period of 3 years on only parts means that IBM provides warranty service without charge for parts only, on a repair or exchange basis, in the first,

second, and third years of the warranty period.

Machine Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service
4559	Worldwide	3 year parts only	1

## 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 other countries, see the telephone numbers below.

**Worldwide telephone list**

Phone numbers are subject to change without notice. For the warranty service contact telephone number in a country not yet reflected in the list below, contact IBM in that country or visit <http://www.ibm.com/pc/support/> and click **Support Phone List** for a current telephone listing.

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

Country or Region	Telephone Number	Country or Region	Telephone Number
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
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	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

**Note:** \* The numbers will be answered with a Japanese language voice prompt. For telephone support in English, please wait for the Japanese voice prompt to end, and an operator will answer. Please ask for "English support please," and your call will be transferred to an English speaking operator.

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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:  
[http://www.pc.ibm.com/la/centros\\_de\\_servicio/servicio\\_mexico/servicio\\_mexico.html](http://www.pc.ibm.com/la/centros_de_servicio/servicio_mexico/servicio_mexico.html)

**Manufactured by:**

**SCI Systems de México, S.A. de C.V.**  
**Av. De la Solidaridad Iberoamericana No. 7020**  
**Col. Club de Golf Atlas**  
**El Salto, Jalisco, México**  
**C.P. 45680,**  
**Tel. 01-800-3676900**

**Marketing by:**

**IBM de México, Comercialización y**  
**Servicios, S. A. de C. V.**  
**Alfonso Nápoles Gándara No 3111**  
**Parque Corporativo de Peña Blanca**  
**Delegación Álvaro Obregón**

**México, D.F., México**  
**C.P. 01210,**  
**Tel. 01-800-00-325-00**



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## Appendix E. Notices

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Any performance data contained herein was determined in a controlled environment. Therefore, the result obtained in other operating environments may vary significantly. Some measurements may have been made on development-level systems and there is no guarantee that these measurements will be the same on generally available systems. Furthermore, some measurements may have been estimated through extrapolation. Actual results may vary. Users of this document should verify the applicable data for their specific environment.

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- IntelliStation
- ThinkPad
- xSeries

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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 A digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case the user will be required to correct the interference at his own expense.

Properly shielded and grounded cables and connectors must be used in order to meet FCC emission limits. 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.

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

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

#### **Avis de conformité a la réglementation d'Industrie Canada**

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

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

Dieses Gerät ist berechtigt in Übereinstimmung mit dem deutschen EMVG vom 9.Nov.92 das EG-Konformitätszeichen zu führen.

Der Aussteller der Konformitätserklärung ist die IBM UK, Greenock.

Dieses Gerät erfüllt die Bedingungen der EN 55022 Klasse A. Für diese Klasse von Geräten gilt folgende Bestimmung nach dem EMVG:

Geräte dürfen an Orten, für die sie nicht ausreichend entstört sind, nur mit besonderer Genehmigung des Bundesministers für Post und Telekommunikation oder des Bundesamtes für Post und Telekommunikation betrieben werden. Die Genehmigung wird erteilt, wenn keine elektromagnetischen Störungen zu erwarten sind.

(Auszug aus dem EMVG vom 9.Nov.92, Para.3. Abs.4)

<p><b>Hinweis:</b> Dieses Genehmigungsverfahren ist von der Deutschen Bundespost noch nicht veröffentlicht worden.</p>
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#### **European Union - EMC 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 cannot 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 A Information Technology Equipment according to CISPR 22/European Standard EN 55022. The limits for Class A equipment were derived for commercial and industrial environments to provide reasonable protection against interference with licensed communication equipment.

**Warning:** This is a Class A product. In a domestic environment this product may cause radio interference in which case the user may be required to take adequate measures.

### 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 A en vertu de CISPR22/Standard européen EN 55022. Les conditions pour l'équipement de Classe A ont été définies en fonction d'un contexte d'utilisation commercial et industriel afin de fournir une protection raisonnable contre l'interférence d'appareils de communication autorisés.

**Avertissement :** Ceci est un produit de Classe A. Dans un contexte résidentiel, ce produit peut causer une interférence radio exigeant que l'utilisateur prenne des mesures adéquates.

### Union 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 A ai sensi del

CISPR 22/Norma Europea EN 55022. I limiti delle apparecchiature della Classe A sono stati stabiliti al fine di fornire ragionevole protezione da interferenze mediante dispositivi di comunicazione in concessione in ambienti commerciali ed industriali.

**Avvertimento:** Questo è un prodotto appartenente alla Classe A. In ambiente domestico, tale prodotto può essere causa di interferenze radio, nel qual caso l'utente deve prendere misure adeguate.

## 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 legislación 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 A de conformidad con el Estándar CISPR22 y el Estándar Europeo EN 55022. Los límites para los equipos de Clase A se han establecido para entornos comerciales e industriales a fin de proporcionar una protección razonable contra las interferencias con dispositivos de comunicación licenciados.

**Advertencia:** Este es un producto de Clase A. En un entorno doméstico este producto podría causar radiointerferencias en cuyo caso el usuario deberá tomar las medidas adecuadas.

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