



# **IBM ThinkPad<sup>®</sup> Battery Option**

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*User's Guide*

**OPTIONS**  
*by* **IBM**

**CAUTION**

Refer to the documentation that comes with your computer before installing the product.

**Note**

Be sure to keep your proof of purchase, because it might be required for warranty services. (See Appendix A.)

**Second Edition (November 2001)**

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# Contents

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<b>Part 1. Using the IBM ThinkPad Battery Option</b> . . . . .	1-1
<hr/>	
<b>Part 2. Appendixes</b> . . . . .	2-1
<b>Appendix A. Help and service information</b> . . . . .	2-2
Online technical support . . . . .	2-2
Telephone technical support . . . . .	2-2
<b>Appendix B. Warranty statements</b> . . . . .	2-4
<b>Appendix C. Notices</b> . . . . .	2-15
Trademarks . . . . .	2-15



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# Part 1. Using the IBM ThinkPad Battery Option

You can replace the main battery with this *IBM ThinkPad Battery Option*.

To replace the main battery with the optional battery, refer to the online information provided with your ThinkPad computer.

This option package includes the following components:

IBM ThinkPad System Battery Option  
*User's Guide* (this book)



## DANGER

**There is a danger of an explosion if the rechargeable battery pack is incorrectly replaced. The battery pack contains a small amount of harmful substances. To avoid possible injury:**

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

**Do not put the battery pack in trash that is disposed of in landfills. When disposing of the battery, comply with local ordinances or regulations and your company's safety standards. In the United States, call IBM at 1-800-IBM-4333 for information on disposal.**

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# Arbeit mit Batterieoption IBM ThinkPad

Sie können den Hauptakku durch diese *Batterieoption IBM ThinkPad* ersetzen. Ziehen Sie die Online-Informationen zu Ihrem ThinkPad zu Rate, um den Hauptakku durch den optionalen Akku zu ersetzen.

Dieses Optionspaket enthält die folgenden Komponenten:

IBM Batterieoption ThinkPad  
*Bedienungsanleitung* (diese Broschüre)



**ACHTUNG**

Bei unsachgemäßem Austausch des wiederaufladbaren Akkus besteht Explosionsgefahr. Der Akku-Pack enthält eine geringe Menge an gesundheitsschädlichen Substanzen. Beachten Sie folgende Hinweise, um mögliche Verletzungen zu vermeiden:

- Ersetzen Sie den Akku nur durch einen von IBM empfohlenen Akku.
- Halten Sie den Akku-Pack fern von Feuer.
- Setzen Sie den Akku weder Wasser noch Regen aus.
- Versuchen Sie nicht, den Akku zu zerlegen.
- Schließen Sie den Akku nicht kurz.
- Bewahren Sie den Akku an einem für Kinder unzugänglichen Ort auf.

Entsorgen Sie den Akku-Pack nicht mit dem normalen Müll, der auf Mülldeponien gelagert wird. Entsorgen Sie den Akku entsprechend den örtlichen Vorschriften und den in Ihrem Unternehmen geltenden Sicherheitsstandards. In den USA erhalten Sie unter der Telefonnummer 1-800-IBM-4333 Informationen zur Entsorgung des

## Informationen zu Produkt-Service und Garantie

Informationen zum technischen Support, zu den Support-Zeiten und zu den Garantiebedingungen finden Sie in den beigefügten Anlagen, oder wenden Sie sich an Ihren IBM Händler oder IBM Marketing Support-Ansprechpartner.

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# Utilisation de la batterie IBM ThinkPad Battery

La batterie *IBM ThinkPad Battery Option* s'utilise en remplacement de votre batterie principale. Pour remplacer la batterie principale par cette batterie secondaire, reportez-vous aux informations en ligne fournies avec votre ordinateur ThinkPad.

Ce kit d'option comprend les éléments suivants :

la batterie IBM ThinkPad Battery Option,  
le guide *User's Guide* (ce guide).



**DANGER**

Il existe un danger d'explosion si le remplacement du pack de batterie rechargeable est effectué incorrectement. Le pack de batterie contient un certain nombre de substances dangereuses. Pour éviter tout risque, respectez les mises en gardes suivantes :

- Remplacez uniquement votre batterie par une batterie du même type que celle recommandée par IBM.
- Tenez le pack de batterie à l'écart du feu.
- Prenez garde de ne pas mouiller la batterie.
- N'essayez pas de démonter la batterie.
- Évitez les courts-circuits.
- Ne laissez pas la batterie à portée des enfants.

Ne jetez pas le pack de batterie dans une décharge. Lorsque vous vous débarrassez de la batterie, respectez la réglementation locale et les normes de sécurité de votre entreprise.

## Informations de service et de garantie

Pour tout renseignement sur notre assistance technique, nos horaires d'assistance ainsi que sur les modalités de garantie, reportez-vous aux inserts ci-joints ou contactez votre revendeur IBM ou votre responsable marketing IBM.

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# Uso de la opción de la batería de IBM ThinkPad

Puede reemplazar la batería principal con esta *Opción de la batería de IBM ThinkPad*. Para reemplazar la batería principal por la batería opcional, consulte la información online que se suministra con el ThinkPad.

Este paquete de opciones incluye los siguientes componentes:

- Opción de la batería de IBM ThinkPad
- Guía del usuario* (este manual)



PELIGRO

Existe peligro de explosión si la batería recargable se coloca de forma incorrecta. La batería contiene una pequeña cantidad de sustancias nocivas. Para evitar cualquier accidente:

- Reemplace la batería con una del tipo recomendado por IBM.
- Mantenga la batería alejada del fuego.
- No la exponga al agua o lluvia.
- No intente separar las piezas.
- No le provoque un cortocircuito.
- Manténgala fuera del alcance de los niños.

No tire la batería junto con los residuos que se vierten en vertederos. Cuando se deshaga de la batería, cumpla con las ordenanzas o reglamentos locales y con los estándares de seguridad de su compañía. En los EE.UU, llame al número de IBM 1-800-IBM-4333 para informarse acerca del tema.

## Información sobre la garantía y el servicio del producto

Para obtener información sobre el soporte técnico, el horario de soporte y los términos y condiciones de la garantía, consulte el material adjunto o póngase en contacto con el distribuidor de IBM o el representante de marketing de IBM.

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# Utilizzo dell'opzione batteria per ThinkPad IBM

È possibile sostituire la batteria principale con l'opzione batteria per ThinkPad IBM. Per sostituire la batteria principale con la batteria opzionale, fare riferimento alle informazioni on line in dotazione con il computer ThinkPad.

Questo pacchetto opzione contiene i seguenti componenti:

Opzione batteria per ThinkPad IBM  
Guida per l'utente (questo manuale)



PERICOLO

Se la sostituzione del blocco batteria ricaricabile non viene effettuata in modo corretto, può verificarsi un'esplosione. Il blocco batteria contiene sostanze pericolose in piccola quantità. Per evitare eventuali danni a cose e persone:

- Sostituire solo con batterie del tipo consigliato da IBM.
- Conservare il blocco batteria lontano da fonti di calore.
- Non esporre a pioggia o acqua.
- Non smontare il blocco batteria.
- Non cortocircuitare il blocco batteria.
- Conservare lontano dalla portata dei bambini.

Non disperdere nell'ambiente. Smaltire la batteria secondo le leggi locali o i regolamenti degli standard di sicurezza della propria compagnia. Negli Stati Uniti, chiamare IBM al numero 1-800-IBM-4333 per informazioni sullo smaltimento.

## Servizio di assistenza e informazioni sulla garanzia

Per informazioni relative all'assistenza tecnica, alla hotline e ai termini e alle condizioni di garanzia, vedere le sezioni allegate oppure contattare il proprio rivenditore IBM o un rappresentante IBM.

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# Usar a Bateria Opcional do IBM ThinkPad

Você pode substituir a bateria principal pela *Bateria Opcional do IBM ThinkPad*. Para substituir a bateria principal pela bateria opcional, consulte as informações on-line fornecidas com o ThinkPad.

Esse pacote opcional traz os componentes abaixo:

Bateria Opcional do IBM ThinkPad  
*Manual do Usuário* (este livro)



PERIGO

Há perigo de explosão se a bateria recarregável for substituída incorretamente. A bateria contém uma pequena quantidade de substâncias perigosas. Para evitar possíveis danos:

- Substitua somente por baterias do tipo recomendado pela IBM.
- Mantenha a bateria longe do fogo.
- Não exponha a bateria a água ou chuva.
- Não tente desmontá-la.
- Não coloque-a em curto-circuito.
- Mantenha a bateria fora do alcance das crianças.

Não coloque a bateria diretamente no lixo comum. Ao se desfazer da bateria, fique atento às normas ou regulamentações e aos padrões de segurança da empresa. Nos Estados Unidos, ligue para a IBM (1-800-IBM-4333) para obter informações sobre como se desfazer da bateria.

## Informações sobre Garantia e Assistência Técnica

Para suporte técnico, termos e condições da garantia, consulte os folhetos inclusos ou entre em contato com sua revendedora ou representante de marketing IBM.

# IBM ThinkPad バッテリー・オプションの使用法

メイン・バッテリーをこの *IBM ThinkPad* バッテリー・オプションに交換することができます。

メイン・バッテリーをオプションのバッテリーに交換する場合は、ご使用の ThinkPad に導入されているオンライン情報を参照してください。

このオプション・パッケージには、次の品目が含まれています。

IBM ThinkPad バッテリー・オプション  
ユーザーズ・ガイド (本書)

## 危険

充電式のバッテリー・パックを間違った方法で交換すると、爆発する危険性があります。バッテリー・パックには、少量の有害な物質が含まれています。けがをしないように、次の点に注意してください。

- バッテリーを交換するときは、**IBM 推奨品**をご使用ください。
- バッテリー・パックを火に近づけないでください。
- 水や雨でぬらさないでください。
- 分解しようとししないでください。
- ショートさせないでください。
- 子供の手が届く所に置かないでください。

バッテリー・パックをごみ廃棄場で処分されるごみと一緒に捨てないでください。バッテリーを廃棄する場合は、地方自治体の条例または規則、およびユーザー企業の安全標準に従ってください。

## 製品に対するサービスおよび保証の内容

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



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## Part 2. Appendixes

<b>Appendix A. Help and service information</b> . . . . .	2-2
Online technical support . . . . .	2-2
Telephone technical support . . . . .	2-2
<b>Appendix B. Warranty statements</b> . . . . .	2-4
IBM Statement of Limited Warranty for United States, Puerto Rico, and Canada (Part 1 - General Terms) . . . . .	2-4
IBM Statement of Warranty Worldwide except Canada, Puerto Rico, Turkey, United States (Part 1 - General Terms) . . . . .	2-7
Part 2 - Worldwide Country-Unique Terms . . . . .	2-11
<b>Appendix C. Notices</b> . . . . .	2-15
Trademarks . . . . .	2-15

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# Appendix A. Help and service information

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

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## Online technical support

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

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

During the warranty period, assistance for replacement or exchange of defective components is available. In addition, if your IBM option is installed in an IBM computer, you might be entitled to service at your location. Your technical support representative can help you determine the best alternative.

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## Telephone technical support

Marketing, installation, and configuration support through the HelpCenter will be withdrawn or made available for a fee, at IBM's discretion, 90 days after the option has been withdrawn from marketing. Additional support offerings, including step-by-step installation assistance, are available for a nominal fee.

When you call to request support, assist the technical support representative by having available as much of the following information as possible:

1. Option name
2. Option number
3. Proof of purchase
4. Computer manufacturer, model, serial number (if IBM), and manual
5. Exact wording of the error message (if any)
6. Description of the problem
7. Information on the configuration of hardware and software in your system.

If possible, be at your computer. Your technical support representative might want to walk you through the problem during the call.

For the support telephone number and support hours by country, refer to the following table or to the enclosed technical support insert. If no number is provided, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

<i>Support 24 hours a day, 7 days a week</i>	
Canada	1-800-565-3344
U.S.A. and Puerto Rico	1-800-772-2227

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# Appendix B. Warranty statements

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

- **United States, Puerto Rico, and Canada (Z125-4753-05 11/97)**  
(Part 1 - General Terms on page 2-4)
- **Worldwide except Canada, Puerto Rico, Turkey, and United States (Z125-5697-01 11/97)**  
(Part 1 - General Terms on page 2-7)
- **Worldwide Country-Unique Terms**  
(Part 2 - Country-Unique Terms on page 2-11)

## IBM Statement of Limited Warranty for United States, Puerto Rico, and Canada (Part 1 - General Terms)

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

**Machine** - IBM ThinkPad Battery Option

**Warranty Period\*** - One year

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

### The IBM Warranty for Machines

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

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

If a Machine does not function as warranted during the warranty period, and IBM or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally

equivalent, you may return it to your place of purchase and your money will be refunded. The replacement may not be new, but will be in good working order.

**Extent of Warranty**

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

**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.**

**Items Not Covered by Warranty**

IBM does not warrant uninterrupted or error-free operation of a Machine.

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

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

## **Warranty Service**

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

IBM or your reseller provides certain types of repair and exchange service, either at your location or at a service center, to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. IBM may repair the failing Machine or exchange it at its discretion.

When warranty service involves the exchange of a Machine or part, the item IBM or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

Before IBM or your reseller exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
3. where applicable, before service is provided
  - a) follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides,
  - b) secure all programs, data, and funds contained in a Machine,
  - c) provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations, and
  - d) inform IBM or your reseller of changes in a Machine's location.

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

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

## **Production Status**

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

## **Limitation of Liability**

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which

you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than

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

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

**UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

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

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

**Machine** - IBM ThinkPad System Battery Option

**Warranty Period\*** - One year

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

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

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

## **Extent of Warranty**

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

**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.**

## **Items Not Covered by Warranty**

IBM does not warrant uninterrupted or error-free operation of a Machine.

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## **Warranty Service**

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IBM or your reseller provides certain types of repair and exchange service, either at your location or at a service center, to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. IBM may repair the failing Machine or exchange it at its discretion.

When warranty service involves the exchange of a Machine or part, the item IBM or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

Before IBM or your reseller exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
3. where applicable, before service is provided
  - a) follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides,
  - b) secure all programs, data, and funds contained in a Machine,
  - c) provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfil their obligations, and
  - d) inform IBM or your reseller of changes in a Machine's location.

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

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

### **Production Status**

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

### **Limitation of Liability**

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than

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

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

**UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

## Part 2 - Worldwide Country-Unique Terms

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### ASIA PACIFIC

**AUSTRALIA: The IBM Warranty for Machines:** The following paragraph is added to this Section:

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

**Extent of Warranty:** The following replaces the first and second sentences of this Section: The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

**Limitation of Liability:** The following is added to this Section: Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

**PEOPLE'S REPUBLIC OF CHINA: Governing Law:** The following is added to this Statement: The laws of the State of New York govern this Statement.

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

**NEW ZEALAND: The IBM Warranty for Machines:** The following paragraph is added to this Section:

The warranties specified in this Section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if you require the goods for the purposes of a business as defined in that Act.

**Limitation of Liability:** The following is added to this Section: Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

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

**The following terms apply to all EMEA countries.**

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

## **Warranty service**

If you purchased an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, or United Kingdom, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

If you purchased an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

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

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

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

2. as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers and resellers (unchanged).

**FRANCE: Limitation of Liability:** The following replaces the second sentence of the first paragraph of this Section:

In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: (items 1 and 2 unchanged).

**GERMANY: The IBM Warranty for Machines:** The following replaces the first sentence of the first paragraph of this Section:

The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this Section:

The minimum warranty period for Machines is six months.

In case IBM or your reseller are unable to repair an IBM Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

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

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

During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

**Production Status:** The following paragraph replaces this Section:

Each Machine is newly manufactured. It may incorporate in addition to new parts, re-used parts as well.

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

The limitations and exclusions specified in the Statement of Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

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

The following sentence is added to the end of the first paragraph of item 2:

IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

**IRELAND: Extent of Warranty:** The following is added to this Section:

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

**Limitation of Liability:** The following replaces items one and two of the first paragraph of this Section:

1. death or personal injury or physical damage to your real property solely caused by IBM's negligence; and 2. the amount of any other actual direct damages, up to the greater of Irish Pounds 75,000 or 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.

Applicability of suppliers and resellers (unchanged).

The following paragraph is added at the end of this Section:

IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages.

**ITALY: Limitation of Liability:** The following replaces the second sentence in the first paragraph:

In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than: (item 1 unchanged) 2) as to any other actual damage arising in all situations involving non-performance by IBM pursuant to, or in any way related to the subject matter of this Statement of Warranty, IBM's liability, will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers and resellers (unchanged).

The following replaces the second paragraph of this Section:

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

**SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO, AND SWAZILAND: Limitation of Liability:** The following is added to this Section:

IBM's entire liability to you for actual damages arising in all situations involving nonperformance by IBM in respect of the subject matter of this Statement of Warranty will be limited to the charge paid by you for the individual Machine that is the subject of your claim from IBM.

**TURKIYE: Production Status:** The following replaces this Section:

IBM fulfils customer orders for IBM Machines as newly manufactured in accordance with IBM's production standards.

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

1. death or personal injury or physical damage to your real property solely caused by IBM's negligence;
2. the amount of any other actual direct damages or loss, up to the greater of Pounds Sterling 150,000 or 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.

The following item is added to this paragraph:

3. breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

Applicability of suppliers and resellers (unchanged).

The following is added to the end of this Section:

IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default will be limited to damages.

## **NORTH AMERICA**

**CANADA: Warranty Service:** The following is added to this Section:

To obtain warranty service from IBM, call **1-800-565-3344**.

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

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

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## Appendix C. Notices

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

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