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*ThinkPad<sup>®</sup> TransNote<sup>™</sup>*  
*Digital Pen*  
*User's Guide*

OPTIONS  
*by IBM*

**CAUTION**

Read the ThinkPad System *Safety Booklet* before installing this product.

**Note**

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

**First Edition (November 2000)**

**The following paragraph does not apply to the United Kingdom or any country where such provisions are inconsistent with local law:**

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## Using the IBM ThinkPad TransNote Digital Pen

The *IBM ThinkPad TransNote Digital Pen* (hereafter called the *Digital Pen*) is supported for use with a ThinkPad TransNote computer that has a ThinkScribe™ digital notepad.

To see the details on how to use the Digital Pen, refer to the on-board help provided with your ThinkPad computer.

This option package includes the following components:

- IBM ThinkPad TransNote Digital Pen
- *User's Guide* (this book)

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

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

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## Using the IBM ThinkPad TransNote Digital Pen (Translate)

The *IBM ThinkPad TransNote Digital Pen* (hereafter called the *Digital Pen*) is supported for use with a ThinkPad TransNote computer that has a ThinkScribe™ digital notepad.

To see the details on how to use the Digital Pen, refer to the on-board help provided with your ThinkPad computer.

This option package includes the following components:

- IBM ThinkPad TransNote Digital Pen
- *User's Guide* (this book)

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

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

### Product service and warranty information

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

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## Using the stylo numérique pour IBM ThinkPad TransNote

Le *stylo numérique pour IBM ThinkPad TransNote* (appelé simplement *stylo numérique* ci-après) est pris en charge par les ordinateurs ThinkPad TransNote équipés d'un bloc-notes numérique ThinkScribe.

Pour plus d'informations sur l'utilisation du stylo numérique, reportez-vous à l'aide en ligne de votre ordinateur ThinkPad.

Cette option comprend les éléments suivants :

- Le stylo numérique pour IBM ThinkPad TransNote
- Le présent manuel

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

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

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## Utilisation du stylo numérique pour IBM ThinkPad TransNote

Le *stylo numérique pour IBM ThinkPad TransNote* (appelé simplement *stylo numérique* ci-après) est pris en charge par les ordinateurs ThinkPad TransNote équipés d'un bloc-notes numérique ThinkScribe.

Pour plus d'informations sur l'utilisation du stylo numérique, reportez-vous à l'aide en ligne de votre ordinateur ThinkPad.

Cette option comprend les éléments suivants :

- Le stylo numérique pour IBM ThinkPad TransNote
- Le présent manuel

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

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

### Informations sur les services et la garantie

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

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## Utilización del Lápiz digital para ThinkPad TransNote de IBM

El *Lápiz digital para ThinkPad TransNote de IBM* (en adelante denominado *Lápiz digital*) dispone de soporte para su utilización en un sistema ThinkPad TransNote que disponga de un bloc de notas digital ThinkScribe™.

Para obtener detalles acerca del uso del Lápiz digital, consulte la ayuda proporcionada junto con el sistema ThinkPad.

El paquete de esta opción incluye los siguientes componentes:

- Lápiz digital para ThinkPad TransNote de IBM
- *Guía del usuario* (este manual)

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

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

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## Utilización del Lápiz digital para ThinkPad TransNote de IBM

El *Lápiz digital para ThinkPad TransNote de IBM* (en adelante denominado *Lápiz digital*) dispone de soporte para su utilización en un sistema ThinkPad TransNote que disponga de un bloc de notas digital ThinkScribe™.

Para obtener detalles acerca del uso del Lápiz digital, consulte la ayuda proporcionada junto con el sistema ThinkPad.

El paquete de esta opción incluye los siguientes componentes:

- Lápiz digital para ThinkPad TransNote de IBM
- *Guía del usuario* (este manual)

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

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

### Información de servicio y garantía del producto

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

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## Utilizzo di IBM ThinkPad TransNote Digital Pen

Il prodotto *IBM ThinkPad TransNote Digital Pen* (definito *Digital Pen*) viene supportato per l'utilizzo con un elaboratore ThinkPad TransNote che dispone di un elaboratore portatile digitale ThinkScribe™.

Per visualizzare le informazioni dettagliate sull'utilizzo di Digital Pen, consultare l'aiuto fornito con l'elaboratore ThinkPad.

Questo pacchetto di opzioni include i seguenti componenti:

- IBM ThinkPad TransNote Digital Pen
- *Guida per l'utente* (questo manuale)

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

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

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## Utilizzo di IBM ThinkPad TransNote Digital Pen

Il prodotto *IBM ThinkPad TransNote Digital Pen* (definito *Digital Pen*) viene supportato per l'utilizzo con un elaboratore ThinkPad TransNote che dispone di un elaboratore portatile digitale ThinkScribe™.

Per visualizzare le informazioni dettagliate sull'utilizzo di Digital Pen, consultare l'aiuto fornito con l'elaboratore ThinkPad.

Questo pacchetto di opzioni include i seguenti componenti:

- IBM ThinkPad TransNote Digital Pen
- *Guida per l'utente* (questo manuale)

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

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

## Informazioni sulla garanzia e sul prodotto

Per il supporto tecnico, ore di supporto e i termini le condizioni di garanzia, consultare l'inserzione allegata oppure contattare il rivenditore autorizzato o il rappresentante commerciale IBM.

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## Utilizando a Caneta Digital IBM ThinkPad TransNote

A *Caneta Digital IBM ThinkPad TransNote* (chamada de *Caneta Digital* daqui em diante) pode ser utilizada com um computador ThinkPad TransNote que possui um bloco de notas ThinkScribe™ digital.

Para obter os detalhes sobre como utilizar a Caneta Digital, consulte o auxílio interno fornecido com o computador ThinkPad.

Esse pacote de opcionais inclui os componentes a seguir:

- Caneta Digital IBM ThinkPad TransNote
- *Guia do Usuário* (este manual)

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

**Nota:** Guarde o comprovante de compra; ele pode ser necessário para serviços de garantia. (Consulte o “Apêndice B. Garantias e Avisos do Produto” na página B-1.)

## Informações sobre Serviços e Garantia do Produto

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



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## 使用 IBM ThinkPad TransNote 數位筆

如果在 ThinkPad TransNote 電腦上具有 ThinkScribe™數位手寫板時，便可支援使用 *IBM ThinkPad TransNote* 數位筆（以下稱為數位筆）。

有關如何使用數位筆的詳細資訊，請參閱 ThinkPad 電腦隨附的說明。

本選用設備套件包括下列元件：

- IBM ThinkPad TransNote 數位筆
- 使用手冊（本書）

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

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

### 產品服務與證資訊

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



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## IBM ThinkPad TransNote デジタル・ペンの使用法

IBM ThinkPad TransNote デジタル・ペン (以下、デジタル・ペン と呼びます) は、ThinkScribe™ デジタル・ノートパッドが付属している ThinkPad TransNote コンピューターと併用するためにサポートされています。

デジタル・ペンの使用法について詳しくは、ご使用の ThinkPad のオンライン・ヘルプを参照してください。

このオプション・パッケージには、次の品目が含まれています。

- IBM ThinkPad TransNote デジタル・ペン
- ユーザーズ・ガイド (本書)

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

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

### 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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## 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

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

To assist the technical support representative, have available as much of the following information as possible:

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

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

For the support telephone number and support hours by country, refer to the following table or to the enclosed technical support insert. Support phone

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

If the number is not provided, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

<i>Support 24 hours a day, 7 days a week</i>	
Canada (Toronto only)	416-383-3344
Canada (all other)	1-800-565-3344
U.S.A./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 B-1)
- **Worldwide except Canada, Puerto Rico, Turkey and United States (Z125-5697-01 11/97)**(Part 1 — General Terms on page B-5)
- **Worldwide Country-Unique Terms**(Part 2 — Country-Unique Terms on page B-8)

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

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

**Machine** - IBM ThinkPad TransNote Digital Pen

**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.**

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

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

**Machine** - IBM ThinkPad TransNote Digital Pen

**Warranty Period\*** - One year

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

### **The IBM Warranty for Machines**

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

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

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

### **Extent of Warranty**

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for

which IBM is not responsible. The warranty is voided by removal or alteration of Machine or parts identification labels.

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

#### **Items Not Covered by Warranty**

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

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

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

#### **Warranty Service**

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

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

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

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

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

You also agree to

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

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

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

### **Production Status**

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

### **Limitation of Liability**

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

(including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than

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.**

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## **Part 2 - Worldwide Country-Unique Terms**

### **ASIA PACIFIC**

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

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

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

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

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

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind

ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

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

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

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

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence;
2. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

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

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

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

Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

## EUROPE, MIDDLE EAST, AFRICA (EMEA)

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

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

### **Warranty Service**

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

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

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

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

**EGYPT: Limitation of Liability:** The following replaces item 2 in this Section: 2. as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers and resellers (unchanged).

**FRANCE: Limitation of Liability:** The following replaces the second sentence of the first paragraph of this Section:  
In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: (items 1 and 2 unchanged).

**GERMANY: The IBM Warranty for Machines:** The following replaces the first sentence of the first paragraph of this Section:  
The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this Section:  
The minimum warranty period for Machines is six months.

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

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

**Warranty Service:** The following is added to this Section:  
During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

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

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

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

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

**IRELAND: Extent of Warranty:** The following is added to this Section:  
Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

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

Applicability of suppliers and resellers (unchanged).

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

**ITALY: Limitation of Liability:** The following replaces the second sentence in the first paragraph:  
In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than: (item 1 unchanged) 2) as to any other actual damage arising in all situations involving non-performance by IBM pursuant to, or in

any way related to the subject matter of this Statement of Warranty, IBM's liability, will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers and resellers (unchanged).

The following replaces the second paragraph of this Section:

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

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

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

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

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

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

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

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

The following item is added to this paragraph:

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

Applicability of suppliers and resellers (unchanged).

The following is added to the end of this Section:

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

#### **NORTH AMERICA**

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

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

**UNITED STATES OF AMERICA: Warranty Service:** The following is added to this Section:  
To obtain warranty service from IBM, call **1-800-772-2227**.



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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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### Electronic emission notices

#### Federal Communications Commission (FCC) Statement

IBM ThinkPad TransNote Digital Pen (NEJNT1)

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

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

IBM is not responsible for any radio or television interference caused by unauthorized changes or modifications to this equipment. Unauthorized changes or modifications could void the user's authority to operate the equipment.

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

Responsible Party:

International Business Machines Corporation  
New Orchard Road  
Armonk, NY 10504  
Telephone 1-919-543-2193

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

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

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

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

## **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 B.

## **European Union - emission directive**

This product is in conformity with the protection requirements of EU Council Directive 89/366/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 B Information Technology Equipment according to CISPR 22 / European Standard EN 55022. The limits for Class B equipment were derived for typical residential environments to provide reasonable protection against interference with licensed communication devices.

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

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

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

Ce produit a été testé et il satisfait les conditions de l'équipement informatique de Classe B en vertu de CISPR22 / Standard européen EN 55022. Les conditions pour l'équipement de Classe B ont été définies en fonction d'un contexte résidentiel ordinaire afin de fournir une protection raisonnable contre l'interférence d'appareils de communication autorisés.

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

Este producto satisface los requisitos de protección del Consejo de la UE, Directiva 89/336/CEE en lo que a la 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 B de conformidad con el Estándar CISPR22 y el Estándar Europeo EN 55022. Los límites para los equipos de Clase B se han establecido para entornos residenciales típicos a fin de proporcionar una protección razonable contra las interferencias con dispositivos de comunicación licenciados.

## 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 B ai sensi del CISPR 22 / Norma Europea EN 55022. I limiti delle apparecchiature della Classe B sono stati stabiliti al fine di fornire ragionevole protezione da interferenze mediante dispositivi di comunicazione in concessione in ambienti residenziali tipici.

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