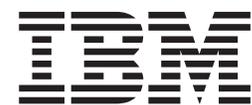


# ThinkPad CD-RW/DVD-ROM Combo Ultrabay 加強型光碟機

## 使用手冊





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## 使用手冊

註

安裝本產品之前，請先閱讀 ThinkPad 系統安全小冊子。

註

請務必保留您的購買證明，因為可能需要它來取得保證服務。請參閱第 13 頁的附錄 B, 『IBM Statement of Limited Warranty - Z125-4753-07 - 11/2002』。

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## 安全資訊：請先閱讀

安裝本產品之前，請先閱讀「安全資訊」。

مج، يجب قراءة دات السلامة

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

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 zariadenia si pečítajte Bezpečnostné predpisy.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

安裝本產品之前，請先閱讀「安全資訊」。

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## 第 1 章 關於 CD-RW/DVD 光碟機

本手冊提供了關於註冊、安裝和使用 IBM® ThinkPad® CD-RW/DVD-ROM Combo Ultrabay™ 加強型光碟機的資訊，並且在軟體和使用手冊光碟中提供了以下語言的版本：

- 巴西葡萄牙文
- 捷克斯拉夫文
- 英文
- 法文
- 德文
- 義大利文
- 日文
- 簡體中文
- 斯洛伐克文
- 西班牙文
- 繁體中文
- 土耳其文

本手冊的附錄包含了保證資訊和法律注意事項。

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### 產品註冊

感謝您購買 IBM 產品。請用一點時間來註冊產品，並且提供資訊，以便讓我們能在未來提供更好的服務。您的回饋可以協助我們開發更好的產品和服務，並且發展出更好的溝通方式。請在以下的 IBM 網站註冊您的選用設備

<http://www.ibm.com/pc/register/>。

如果您未在網站中表示未來不想收到資訊，您就會收到註冊產品的資訊和更新訊息。

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### 產品說明

IBM ThinkPad CD-RW/DVD Combo Ultrabay 加強型光碟機可以寫入和讀取 CD-RW 和 CD-R（可燒錄 CD）光碟，而且可以讀取大量壓製的 CD 和 DVD。此光碟機也可以讀取 DVD-RAM、DVD-R 和 DVD-RW 格式的媒體。

CD-R 媒體最高可以 24X 倍速寫入，CD-RW 媒體最高可以 24X 倍速寫入和重複寫入。此光碟機也可以 24 倍速的最高速度來讀取 CD 媒體，以及以 8 倍速的最高速度來讀取 DVD 媒體。本光碟機具有緩衝區低限運轉保護功能，可協助在燒錄期間發生的某些類型錯誤，減到最少。請參閱第 8 頁的『解決問題』來取得其他資訊。

除了本書之外，您應該會收到以下的項目：

- CD-RW/DVD 光碟機
- 背包
- 軟體和使用手冊光碟
- 雷射安全指南
- 快速參考手冊

**註：** 您的套件也可能包含 IBM DVD 或 CD-RW 軟體的更新磁片。

物品若有遺漏或損壞，請和原轉銷商聯絡。請務必保留您的購買證明。以便取得保證服務。請參閱第 11 頁的附錄 A, 『Service and Support』，以便取得技術支援資訊。

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## 安裝需求

若要安裝 CD-RW/DVD 光碟機，ThinkPad 電腦必須包含以下的必要項目：

- ThinkPad 系統搭配 Ultrabay 加強型光碟機或
- ThinkPad Dock 或 Dock II 搭配 Ultrabay 2000 選用設備的 ThinkPad 加強型光碟機配接卡
- Microsoft® Windows® XP 或 Microsoft Windows 2000 Professional 作業系統

**註：** IBM 對於搭配 Microsoft Windows 95、Microsoft Windows 98、Microsoft Windows Millennium Edition (Me) 或 Microsoft Windows NT 桌面作業系統的電腦提供有限的支援。

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## 安裝光碟機

您的 ThinkPad 電腦內含了可提供電腦專屬光碟機安裝說明的說明系統 Access ThinkPad。若要能正確地將 CD-RW/DVD 光碟機安裝至 Ultrabay 加強型光碟機機槽，請使用 Access ThinkPad 說明系統中所提供的說明。

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## 尋找磁碟機控制項

請參閱 ThinkPad 使用手冊以取得尋找磁碟機控制的說明。

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## 第 2 章 使用 CD-RW/DVD 光碟機

本章提供了如何處理、載入和維護 DVD、CD 和 CD-RW/DVD 光碟機的資訊。

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### 準備工作

為達成最佳效果，請先閱讀以下的準則，然後再使用光碟機：

- 請不要在格式化或寫入光碟時移動 ThinkPad 電腦；這樣可能會造成資料錯誤。另外，在格式化或寫入光碟時，請避免打字，以免造成資料錯誤。
- 在寫入光碟時，將 ThinkPad 電腦放置在平坦的表面上。
- 在使用光碟機時，請確定 ThinkPad 電腦已插入 AC 插座。如果在寫入光碟時電池的電力用盡，光碟可能會損毀。
- 關閉螢幕保護裝置。使用螢幕保護可能會中斷格式化或寫入程序。
- 不要讓 ThinkPad 電腦在寫入光碟期間進入休眠或暫停模式。

**註：**光碟機的讀寫結果由使用的 DVD 或 CD 媒體品質與性質決定。

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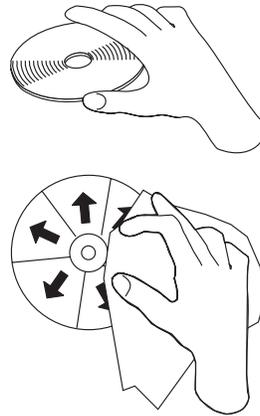
### 處理和維護光碟

請小心處理光碟並保持清潔，特別是可寫入的媒體類型如 CD-R 與 CD-RW 光碟，這樣它們才能保持可讀取的狀態。只要注意下列預防措施，將可以延長光碟使用壽命：

- 隨時將 CD ROM 存放在其原始套裝軟體中
- 隨時將 CD ROM 存放在陽光無法直接照射之處
- 隨時將 CD ROM 存放在遠離直接接收熱源之處
- 使用完畢，將 CD ROM 從電腦中移除
- 每一次使用「之前」，請檢查 CD ROM 是否有裂縫
- 「請勿」將 CD ROM 硬插入電腦/套裝軟體
- 「請勿」折彎 CD ROM

**重要：**「請勿」使用有破損的 CD ROM。

**請注意：**以同心圓方向擦拭光碟會造成資料的損失。



- 只接觸光碟的邊緣或中心孔。請勿接觸光碟表面。
- 若要清除灰塵或指紋，請使用軟的不織布，由中央向外擦拭。
- 請勿在光碟表面寫字。
- 請勿將光碟直接暴露於陽光下。
- 請勿使用市售清潔劑來清潔光碟。
- 請勿彎曲光碟。

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## CD-RW/DVD 光碟機的維護

為保護運作中的光碟機，請注意下預防措施來保護光碟機：

- 請先拿出光碟片，再移除光碟機。
- 不要插入其他物品到光碟機內。
- 不要在光碟機上堆放物品。
- 不要卸下光碟機外殼或嘗試自行維修光碟機。
- 請勿在以下情況中操作光碟機：
  - 高溫、高濕度的環境或直接暴露於陽光下
  - 震動頻繁、猛烈的搖動或傾斜的表面下
  - 過多的灰塵

## 載入光碟

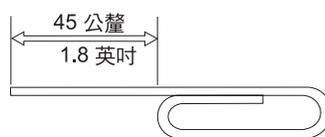


1. 按下「退出鈕」。托盤就會從光碟機滑出。
2. 請將光碟置於托盤中；光碟的標籤需朝上。
3. 輕輕推入托盤，直到卡入為止。

**請注意：**請勿強制插入異物，來開啓托盤。如果您按下「退出鈕」時托盤未退出，請參閱『手動退出光碟』來取得相關資訊。

## 手動退出光碟

如果您按下「退出鈕」時，托盤並未退出，請關閉電腦電源，然後依圖示準備一根拉直的別針。拉直一端的長度至少需有 45 公釐（1.8 英吋）。將拉直的一端插入光碟機正面的手動退出孔。請推入別針，直到托盤打開為止。請輕輕地拉出托盤，然後取出光碟。



## 使用 DVD 功能

若要使用 DVD 功能，您必須在將 CD-RW/DVD 光碟機安裝至 Ultrabay 加強型光碟機機槽，進行下列電腦設定：

1. 啓用 DMA 設定（僅適用 Windows XP 以及 Windows 2000 使用者）。
2. 安裝 WinDVD（DVD 影片播放程式）。

**註：**在 Windows 95、Windows 95 OSR2.0 或更新版本才支援 DVD 影片播放程式。您可以執行下列步驟來檢查使用中的 Windows 95 版本：

1. 按一下**開始**，將游標移至**設定**，然後按一下**控制台**。
2. 連按兩下**系統**。

請查看「系統」下的數字。

- 4.00.950B 表示您的版本是 Windows 95 OSR2.0 或 OSR2.1。
- 4.00.950C 表示您的版本是 Windows 95 OSR2.5。

## 啓用 DMA 設定

本節說明了在 Windows 2000 以及 Windows XP 上啓用 DMA 設定：

### Windows 2000

1. 按一下**開始**，將游標移至**設定**，然後按一下**控制台**。
2. 連按兩下**系統**。
3. 按一下**硬體**標籤。
4. 按一下**裝置管理員**按鈕。
5. 按一下 **IDE ATA/ATAPI 控制器**來打開下拉式子功能表。
6. 連按兩下**次要 IDE**。（請連按兩下**主要 IDE**，如果您正使用 ThinkPad A21e 電腦。）
7. 選取**可使用 DMA** 當作傳送模式。
8. 按一下**確定**。
9. 按一下**關閉**來關閉「系統內容」視窗。隨即顯示訊息，通知您系統已經變更。
10. 按一下**確定**來重新啓動系統。

### Windows XP

1. 按一下**開始**，將游標移到**我的電腦**，然後在上面按一下。
2. 按一下「系統工作」下的**檢視系統資訊**。
3. 按一下**硬體**標籤。
4. 按一下**裝置管理員**按鈕。
5. 按一下 **IDE ATA/ATAPI 控制器**來打開下拉式子功能表。
6. 連按兩下**次要 IDE**。（如果您使用的是 ThinkPad A21e 電腦，請按兩下**主要 IDE**。）
7. 按一下**進階設定**標籤。
8. 請選取**使用 DMA**（如果可用的話）作為「轉送模式」。
9. 按一下**確定**。
10. 按一下**關閉**，以便關閉「系統內容」視窗。

## 安裝 WinDVD 與觀賞 DVD 影片

若要安裝 WinDVD，請跳至「軟體和使用手冊光碟」的「軟體」一節。

當您安裝好 CD-RW/DVD 光碟機與 WinDVD 後，便可以觀賞 DVD 影片。不過，您必須先設定好 DVD 內容的 DVD 區域碼。

### DVD 區域碼

DVD 區域碼幫助保護 DVD 的內容。將世界劃分為六個區域，且只能在適當的區域才能觀賞特定的內容。例如，只有在美國和加拿大才能觀賞區域 1 的內容。WinDVD 也會區分區域。

您可以在內容包裝背面的區域碼符號，查看光碟內容的區域碼。

區域碼	區域
1	美國、加拿大
2	歐洲、中東、南非、日本
3	東南亞、台灣、韓國
4	拉丁美洲、澳洲、紐西蘭
5	前蘇聯、非洲其餘地區、印度
6	中國大陸

請將 DVD 插入光碟機來啓動 WinDVD。此時將自動設定區域碼，您可以觀賞影片內容。這是起始設定。

在設定好區域碼後，如果您插入其他區域碼的 DVD，會出現提示，要求您變更區域碼。您可以變更起始設定區域碼，最多四次。

區域碼的起始設定最多可變更四次，之後便不可以變更。之後，您只能播放該地區適用的 DVD 內容。

若要顯示區域碼狀態，請按一下 WinDVD 使用者介面上的 **WinDVD 內容** 按鈕。一般標籤中包含了此資訊。

## 啓動 WinDVD

若要啓動 WinDVD，請完成下列程序：

1. 按一下**開始**。
2. 按一下**程式集**。
3. 按一下 **InterVideo WinDVD**。
4. 按一下 **InterVideo WinDVD** 來開啓 DVD 影片播放程式視窗。

有關如何執行 DVD 影片播放程式的詳細資訊，請參閱「軟體和使用手冊光碟」上的 WinDVD 說明資訊。如果您想使用電視觀賞 DVD 影片，請參閱電腦提供的線上資訊。

### 註：

1. 您的電腦已經配置成在具有足夠的系統資源下可提供高品質音訊與視訊播放。您可以在「控制台」變更視訊解析度設定的預設值。有些系統即使設定完整的解析度設定，仍無足夠的資源可提供完整品質的音訊與視訊播放。如果您遇到播放效能不佳的問題，請將解析度設定調低。
2. 音訊或視訊是由軟體解碼。音訊與視訊子系統必須啓用以及完整運作。

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## 使用 CD-R 和 CD-RW 功能

CD-RW/DVD 光碟機可寫入 CD-R 與 CD-RW 兩種光碟。CD-R 光碟的內容無法消除，但可用於標準 CD 光碟機與 CD 播放機。

您可以使用 CD-R 光碟來燒錄音樂、儲存資料，保存檔案以及複製其他光碟上的檔案。

CD-RW 光碟可重複寫入，但只可用於較新型的 MR 和 CD-RW 相容的 CD 與 DVD 光碟機。您可以使用 CD-RW 光碟來備份、儲存與更新檔案，也可以複製其他光碟上的檔案。

**註：**

1. CD-R 光碟可在音訊 CD 播放機上播放。CD-RW 光碟則無法在大部份的音訊 CD 播放機上播放。
2. 本光碟機隨附的軟體無法在 DOS、Windows 3.x 或 IBM OS/2® 作業系統上啓用光碟燒錄功能。

有關使用軟體的詳細資訊，請參閱「軟體和使用手冊光碟」上的 IBM RecordNow 和 IBM DLA 說明資訊。

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## 備份光碟

在複製商業用途的光碟時，您必須先擁有著作權或向著作權擁有者取得許可。如果您未擁有著作權或未向著作權擁有者取得許可，您將違反著作權法，而遭到罰款或其他補償處份。有關著作權的相關資訊，請洽詢法律顧問。

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## 解決問題

電腦問題可能由硬體、軟體或使用者錯誤所引起。本節的資訊可能有助您解決問題或收集有用的資訊交給服務技術人員。您還可能需要參照電腦、作業系統或音效配接卡的相關出版品。

請檢查下列清單來找出您的狀況適用的問題說明。

### 您無法建立多重區段 (multisession) 光碟。

請確定光碟上有足夠的空間建立其他區段。除了燒錄的資料本身外，區段寫入另外需要前導 (lead-in) 與結束 (lead-out) 空間 (約 15 MB)。

### 您無法成功寫入 CD-R 或 CD-RW 光碟。

請採取下列動作：

1. 確定燒錄程序未被螢幕保護程式、防毒軟體、網際網路或電子郵件程式或其他軟體中斷。請關閉可能中斷燒錄作業的功能。
2. 確定硬碟已經完成重組。
3. 如果舊型的硬碟機在燒錄期間過熱，請和硬碟機製造廠商或供應商聯絡。
4. 更換光碟，如果已經壞的或破損。
5. 停用 CD 與 CD-RW 光碟機的 Windows 自動安插通知功能。

無法退出光碟。

請確定光碟機未在進行燒錄，再採取下列動作：

1. 透過軟體退出光碟。
2. 使用退出鈕。
3. 關閉電腦電源。等候 45 秒，然後打開電腦電源再嘗試使用退出鈕。
4. 如果其他方法都無效，請依照第 5 頁的『手動退出光碟』的指示，使用手動退出孔。

無法從燒錄的光碟讀取資料。

請採取下列動作：

1. 如果您可以在另一個 CD 播放機讀取光碟或您可以看到前一個階段，則可能是因為容體上的目錄資訊損壞而無法讀取。若想知道疑難排解的方法，檢查閱隨附軟體的說明文件。
2. 您的 CD-R 或 CD-RW 光碟可能已經損壞。請嘗試用新的 CD-R 光碟或 CD-RW 光碟，或新廠牌的光碟。
3. 如果您可以在燒錄光碟機讀取 CD-RW 光碟但在其他 MR 光碟機則不行，請確定電腦上是否已經安裝 UDF 讀取程式。
4. 除非電腦要求，不要以較低的 1 倍速度燒錄。

複製或製作資料 CD 時收到「緩衝區低限運轉」的錯誤訊息。

請採取下列動作：

1. 如果檔案來源是網路或抽換式裝置，請先將檔案複製到本機硬碟。
2. 如果您使用 CD 對錄機，請選取進階，接著按一下複製到硬碟選項。
3. 如果您使用立即燒錄，請選取選項 -> 進階，接著確認已經勾選無漏失鏈結。
4. 嘗試降低寫入速度。
5. 確認來源和目標裝置的作業都是在 DMA 模式。請參閱第 6 頁的『啓用 DMA 設定』來取得其他資訊。



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## 附錄 A. 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 [www-3.ibm.com/pc/support/site.wss/](http://www-3.ibm.com/pc/support/site.wss/).

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 HelpCenter<sup>®</sup> 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 [www-3.ibm.com/pc/support/site.wss/](http://www-3.ibm.com/pc/support/site.wss/) and click **Support Phone List**.

Country or Region	Telephone Number	Country or Region	Telephone Number
Argentina	0800-666-0011	Malaysia	03-7727-7800
Australia	1300-130-426	Mexico	001-866-434-2080
Austria	01-24592-5901	Netherlands	020-514-5770
Belgium	Dutch 02-210-9820 French 02-210-9800	New Zealand	0800-446-149
Bolivia	0800-0189	Norway	66 81 11 00
Brazil	55-11-3889-8986	Peru	0-800-50-866
Canada	1-800-565-3344 Toronto 416-383-3344	Philippines	632-995-2225
Chile	800-224-488	Portugal	21-791 51 47
China (PRC)	800-810-1818	Russia	095-940-2000
China (Hong Kong S.A.R.)	852-2825-7799	Singapore	1800-840-9911
Columbia	980-912-3021	Spain	91-662 49 16
Denmark	45 20 82 00	Sweden	08-477 4420
Ecuador	1-800-426911 (option #4)	Switzerland	058-333-09-00
Finland	09-459 69 60	Taiwan	886-2-2725-9799
France	02 38 55 74 50	Thailand	66-2-273-4000
Germany	07032-1549 201	Turkey	00-800-446-32-041
Indonesia	021-523-8535	United Kingdom	0-1475-555 055
Ireland	01-815-9202	United States	1-800-426-7378
Italy	02-7031-6101	Uruguay	000-411-005-6649
Japan	Consumer customers 0120-887-870  Business customers 0120-887-874	Venezuela	0-800-100-2011
Luxembourg	298-977 5063	Vietnam	848-8295-160

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## 附錄 B. IBM Statement of Limited Warranty - Z125-4753-07 - 11/2002

### 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 via telephone 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 call for service, you must follow the problem determination and resolution procedures that IBM specifies. A technician will attempt to make an initial diagnosis of your problem and help you resolve it over the telephone.

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 and other easily replaceable parts), IBM will ship these parts to you for replacement by you.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone, 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. 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**

**Governing Law:** *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.

#### **BRAZIL**

**Governing Law:** *The following is added after the first sentence:*

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

## **Peru**

**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").

## **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, LAOS, AND VIETNAM**

**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, LAOS, AND VIETNAM**

*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.

**Hot to Obtain Warranty Service:** If you purchase a Machine in Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, San Marino, Sweden, Switzerland, United Kingdom or Vatican State, 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.

*Add the following paragraph in **Western Europe** (Austria, Belgium, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, San Marino, Sweden, Switzerland, United Kingdom, Vatican State):*

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.

#### **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:***

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.

#### **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 PA 16 OAH

## **AUSTRIA, DENMARK, FINLAND, GREECE, ITALY, NETHERLANDS, 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**

**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 12 months from the date of delivery. . 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, 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.

## **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 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 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.

- 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:

- loss of, or damage to, data:
- special, indirect, or consequential loss; or
- loss of profits, business, revenue, goodwill, or anticipated savings.

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## **Part 3 - Warranty Information**

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

### **Warranty Period**

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

#### **ThinkPad CD-RW/DVD-ROM Combo Ultrabay Enhanced Drive**

<b>Country or Region of Purchase</b>	<b>Warranty Period</b>	<b>Type of Warranty Service</b>
Worldwide	1 year	1, 4

A warranty period of 1 year on parts and 1 year on labor means that IBM provides warranty service without charge for parts and labor during the 1 year warranty period.

### **Types of Warranty Service**

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

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

IBM will ship CRU parts to you for your replacement. If IBM instructs you to return the replaced CRU, you are responsible for returning it to IBM in accordance with IBM's instructions. If you do not return the defective CRU, if IBM so instructs, within 30 days of your receipt of the replacement CRU, IBM may charge you for 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<sup>1</sup>

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.

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). For other countries, see the telephone numbers below.

Phone numbers are subject to change without notice. For the latest phone number list, go to [www-3.ibm.com/pc/support/site.wss/](http://www-3.ibm.com/pc/support/site.wss/) and click **Support Phone List**.

Country or Region	Telephone Number	Country or Region	Telephone Number
Argentina	0800-666-0011	Malaysia	03-7727-7800
Australia	1300-130-426	Mexico	001-866-434-2080
Austria	01-24592-5901	Netherlands	020-514-5770

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1. This type of service is called ThinkPad EasyServ or EasyServ in some countries.

Country or Region	Telephone Number	Country or Region	Telephone Number
Belgium	Dutch 02-210-9820	New Zealand	0800-446-149
	French 02-210-9800		
Bolivia	0800-0189	Norway	66 81 11 00
Brazil	55-11-3889-8986	Peru	0-800-50-866
Canada	1-800-565-3344	Philippines	632-995-2225
	Toronto 416-383-3344		
Chile	800-224-488	Portugal	21-791 51 47
China (PRC)	800-810-1818	Russia	095-940-2000
China (Hong Kong S.A.R.)	852-2825-7799	Singapore	1800-840-9911
Columbia	980-912-3021	Spain	91-662 49 16
Denmark	45 20 82 00	Sweden	08-477 4420
Ecuador	1-800-426911 (option #4)	Switzerland	058-333-09-00
Finland	09-459 69 60	Taiwan	886-2-2725-9799
France	02 38 55 74 50	Thailand	66-2-273-4000
Germany	07032-1549 201	Turkey	00-800-446-32-041
Indonesia	021-523-8535	United Kingdom	0-1475-555 055
Ireland	01-815-9202	United States	1-800-426-7378
Italy	02-7031-6101	Uruguay	000-411-005-6649
Japan	Consumer customers 0120-887-870	Venezuela	0-800-100-2011
	Business customers 0120-887-874		
Luxembourg	298-977 5063	Vietnam	848-8295-160

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## 附錄 C. 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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## Federal Communications Commission (FCC) statement

ThinkPad CD-RW/DVD-ROM Combo Ultrabay Enhanced Drive

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

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

Properly shielded and grounded cables and connectors must be used in order to meet FCC emission limits. Proper cables and connectors are available from IBM authorized dealers. IBM is not responsible for any radio or television interference caused by using other than recommended cables and connectors or by unauthorized changes or modifications to this equipment. Unauthorized changes or modifications could void the user's authority to operate the equipment.

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

Responsible party:

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



Tested To Comply  
With FCC Standards

FOR HOME OR OFFICE USE

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

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

## **Avis de conformité a 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)**

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

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

IBM Deutschland Informationssysteme GmbH, 70548 Stuttgart.

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

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

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

Anmerkung:

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

## **European Union - emission directive**

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

IBM can not accept responsibility for any failure to satisfy the protection requirements resulting from a non-recommended modification of the product, including the fitting of non-IBM option cards.

This product has been tested and found to comply with the limits for Class B Information Technology Equipment according to European Standard EN 55022. The limits for Class B equipment were derived for typical residential environments to provide reasonable protection against interference with licensed communication devices.

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

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

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

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

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

Este producto satisface los requisitos de protección del Consejo de la UE, Directiva 89/336/CEE en lo que a la 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 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 della 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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