



*IBM[®] ThinkPad[®]
i Series 1200/1300
Li-Ion Battery
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 A.)

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 Battery

The Li-Ion battery option is supported on the following models of the ThinkPad® computer:

- ThinkPad i Series 1200
- ThinkPad i Series 1300
- ThinkPad 130

To install the battery, refer to your computer's Setup Guide.

To maximize battery life:

- For a new battery or a battery that you have not used recently:
 - Repeat recharging and discharging the battery completely at least three times before use.
- Always use power management features such as standby and hibernation.



DANGER

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

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

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

Using the Battery (Translate)

The Li-Ion battery option is supported on the following models of the ThinkPad® computer:

- ThinkPad i Series 1200
- ThinkPad i Series 1300
- ThinkPad 130

To install the battery, refer to your computer's Setup Guide.

To maximize battery life:

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

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.

Utilisation de la batterie

La batterie Li-ion est prise en charge par les modèles de ThinkPad suivants :

- ThinkPad i Series 1200
- ThinkPad i Series 1300
- ThinkPad 130

Pour installer la batterie, reportez-vous au guide de configuration de votre ordinateur.

Afin d'augmenter la durée de vie de la batterie :

- Si votre batterie est neuve ou que vous ne l'avez pas utilisée récemment :
 - Chargez et déchargez-la entièrement au moins trois fois avant de l'utiliser.
- Utilisez toujours les fonctions de gestion de l'alimentation comme les modes veille et hibernation.



DANGER

Si le bloc de batteries rechargeable n'est pas bien en place, il existe un risque d'explosion. La batterie contient, en petite quantité, des substances toxiques. Afin d'éviter tout accident :

- Ne la remplacez que par une batterie du type recommandé par IBM.
- N'exposez pas la batterie au feu.
- N'exposez pas la batterie à l'eau.
- Ne tentez pas de la démonter.
- Ne la mettez pas en court-circuit.
- Gardez-la hors de portée des enfants.

Ne mettez pas la batterie à la poubelle. Pour sa mise au rebut, reportez-vous à la réglementation en vigueur ou aux consignes de sécurité imposées par votre société. Aux Etats-Unis, appelez IBM au 1-800-IBM-4333 pour obtenir des informations sur la mise au rebut.

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.

Utilización de la Batería

Los siguientes modelos del sistema ThinkPad® tienen soporte para la opción de la batería Li-Ion:

- ThinkPad i Series 1200
- ThinkPad i Series 1300
- ThinkPad 130

Para instalar la batería, consulte la guía de configuración del sistema.

Para aumentar la duración de la batería:

- Si la batería es nueva o bien no la ha usado recientemente:
 - Antes de utilizarla, repita la carga y la descarga de la batería por lo menos tres veces.
- Utilice siempre características de gestión de la alimentación tales como espera e hibernación.



PELIGRO

Si el paquete de baterías recargable no se ha instalado de forma correcta, existe riesgo de explosión. El paquete de baterías contiene sustancias dañinas en pequeñas cantidades. Para evitar posibles lesiones:

- Sustitúyalo únicamente por una batería recomendada por IBM®.
- Mantenga a batería alejada del fuego.
- No la exponga al agua o a la lluvia.
- No intente desmontarla.
- No provoque cortocircuitos.
- Manténgala fuera del alcance de los niños.

No tire el paquete de baterías a la basura si ésta se va a depositar en un vertedero. Cuando se deshaga de la batería, ajústese a la reglamentación local y a las normas de seguridad de su compañía. En los Estados Unidos, llame al 1-800-IBM-4333 para obtener información al respecto.

Información de servicio y garantías 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.

Utilizzo di Batteria

La batteria allo ione di litio è supportata sui seguenti modelli dell'elaboratore ThinkPad®:

- ThinkPad i Series 1200
- ThinkPad i Series 1300
- ThinkPad 130

Per installare la batteria, consultare la Guida all'installazione dell'elaboratore.

Per ottimizzare la durata della batteria:

- Per una nuova batteria o una batteria non utilizzata di recente:
 - Ripetere il caricamento e lo scaricamento della batteria in modo completo almeno per tre volte prima dell'uso.
- Utilizzare le funzioni di risparmio energetico come le modalità Attesa e Ibernazione.



PERICOLO

Se la batteria da ricaricare viene posizionata in modo non corretto, è possibile che si verifichi un'esplosione. La batteria contiene una piccola quantità di sostanze nocive. Per evitare possibili lesioni alla persona:

- Reinstallare solo una batteria di tipo consigliato dalla IBM®.
- Tenere lontano la batteria da fonti di calore.
- Non esporla all'acqua o alla pioggia.
- Non tentare di disassemblarla.
- Non cortocircuitarla.
- Tenere lontano dalla portata dei bambini.

Non smaltire la batteria nel cestino della discarica di rifiuti. Una volta smaltita la batteria, rispettare le normative e le regole locali e gli standard di sicurezza forniti dalla società. Per le informazioni sullo smaltimento, contattare l'IBM al numero 1-800-IBM-4333 negli Stati Uniti.

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.

Utilizando a Bateria

O opcional bateria Li-Ion é suportado nos seguintes modelos do computador ThinkPad®:

- ThinkPad Série 1200 i
- ThinkPad Série 1300 i
- ThinkPad 130

Para instalar a bateria, consulte o Guia de Instalação do computador.

Para maximizar a vida útil da bateria:

- Para uma bateria nova ou uma bateria que você não tenha utilizado recentemente:
 - Repita completamente o recarregamento e o descarregamento da bateria por pelo menos três vezes antes de utilizá-la.
- Utilize sempre os recursos de gerenciamento de energia, tais como espera e hibernação.



PERIGO

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

- Substitua-a apenas por uma bateria do tipo recomendado pela IBM®.
- Mantenha a bateria longe de fogo.
- Não a exponha à água ou chuva.
- Não tente desmontá-la.
- Não cause curto-circuito.
- Mantenha-a longe de crianças.

Não coloque a bateria em lixo que será descartado em aterros. Ao descartar a bateria, cumpra as ordens ou regulamentos locais e os padrões de segurança de sua empresa.

Informações sobre Serviço e Garantia do Produto

Para obter suporte técnico, horários de suporte e termos e condições de garantia, consulte os suplementos inclusos ou entre em contato com o revendedor ou com o representante de marketing da IBM.

使用電池

鋰電池可用於下列 ThinkPad® 電腦型號：

- ThinkPad i Series 1200
- ThinkPad i Series 1300
- ThinkPad 130

若要安裝電池，請參閱電腦的安裝手冊。

延長電池壽命：

- 如果是新電池或最近未使用的電池：
 - 在使用前，先重複三次完全充電與放電。
- 務必要使用待機及休眠等電源管理特性。



危險

可充電電池組安裝不正確時，可能導致爆炸的危險。電池組含有少量的危險物質。若要避免可能的傷害，請遵循下列事項：

- 只能使用 **IBM®** 建議的類型來進行更換電池。
- 將電池遠離火源。
- 不要將電池曝露於水或雨中。
- 不要拆解電池。
- 不要使電池短路。
- 將電池保存在遠離兒童的位置。

請不要將電池組棄置在掩埋處理的垃圾中。在丟棄電池時，請務必遵守當地法律規章或公司的安全標準。在美國，請撥 **IBM 專線 1-800-IBM-4333** 以取得如何處理的資訊。

產品服務與保證資訊

關於技術支援、支援聯絡時間以及保證條款請參閱內附的文件，或連絡您的 **IBM 轉銷商** 或 **IBM 業務代表**。

バッテリーの使用

Li-Ion バッテリー・オプションは、以下の ThinkPad® のモデルでサポートされます。

- ThinkPad i Series 1200
- ThinkPad 130

バッテリーの取り付け方法については、ThinkPad のセットアップ・ガイドを参照してください。

バッテリーの電力を節約するには、次のようにしてください。

- 新しいバッテリーまたは最近使っていないバッテリーの場合
 - 使用する前に、バッテリーの充電および放電を少なくとも 3 回繰り返して行ってください。
- スタンバイやハイバネーションなどの省電力機能を常に使用してください。

危険

充電式のバッテリー・パックは、正しく交換しないと爆発する危険があります。バッテリー・パックには、少量の有害な物質が含まれています。けがをしないように、次の点に注意してください。

- IBM® が推奨するタイプのバッテリーのみに交換してください。
- バッテリー・パックを火に近づけないでください。
- 水や雨にぬらさないでください。
- 分解しようとししないでください。
- ショートさせないでください。
- 子供の手の届くところに置かないでください。

ごみ埋立地に廃棄するごみの中にバッテリー・パックを入れないでください。バッテリーを廃棄する場合は、地方自治体の条例または規則、および貴社の安全基準に従ってください。米国では、廃棄処分について IBM (1-800-IBM-4333) にお電話でお問い合わせください。

製品に対するサービスおよび保証の内容

技術サポート、サポート時間、および保証の内容および条件に関しては、同梱の書類を参照されるか、IBM 販売店または IBM 営業担当員にお問い合わせください。

Appendix A. Help and service information

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

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	http://www.ibm.com/pc/support
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.

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 (ThinkPad i Series Li-Ion Battery Option)
2. Option number (02K6730 or 02K6733)
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

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)** “IBM Statement of Limited Warranty for United States, Puerto Rico, and Canada (Part 1 - General Terms)”
- **Worldwide except Canada, Puerto Rico, Turkey, and United States (Z125-5697-01 11/97)** “IBM Statement of Warranty Worldwide except Canada, Puerto Rico, Turkey, United States (Part 1 - General Terms)” on page B-5
- **Worldwide Country-Unique Terms** “Part 2 - Worldwide Country-Unique Terms” on page B-8

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 - Battery

Warranty Period* - One year

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

The IBM Warranty for Machines

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

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

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

Extent of Warranty

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

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

Items Not Covered by Warranty

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

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

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

Warranty Service

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

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

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

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

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

You also agree to

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

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

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

Production Status

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

Limitation of Liability

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

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

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

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

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

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 - Battery

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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.

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and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

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

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

You also agree to

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

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

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

Production Status

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

Limitation of Liability

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

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

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

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

Part 2 - Worldwide Country-Unique Terms

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**.

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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