

IBM NetBAY 2U Flat Panel Monitor Console Kit



# Installation and Maintenance Guide



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**Note:** Before using this information and the product it supports, be sure to read the warranty information in Appendix B, "IBM Statement of Limited Warranty Z125-4753-07 11/2002", on page 23 and the notices information in Appendix C, "Notices", on page 39.

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# Contents

<b>Safety</b> . . . . .	v
<b>Chapter 1. Introduction</b> . . . . .	1
<b>Chapter 2. Installing the Flat Panel Monitor Console Kit</b> . . . . .	3
Installing the flat panel monitor and keyboard tray . . . . .	3
<b>Chapter 3. Hardware maintenance information</b> . . . . .	11
Field replaceable unit part numbers . . . . .	11
Replacing a slide rail . . . . .	12
Replacing the monitor . . . . .	13
Replacing the monitor and keyboard tray assembly . . . . .	18
<b>Appendix A. Getting help and technical assistance</b> . . . . .	21
Before you call . . . . .	21
Using the documentation . . . . .	21
Getting help and information from the World Wide Web . . . . .	22
Software service and support . . . . .	22
Hardware service and support . . . . .	22
<b>Appendix B. IBM Statement of Limited Warranty Z125-4753-07 11/2002</b> . . . . .	23
Part 1 - General Terms . . . . .	23
Part 2 - Country-unique Terms . . . . .	26
Part 3 - Warranty Information . . . . .	37
<b>Appendix C. Notices</b> . . . . .	39
Edition notice . . . . .	39
Trademarks . . . . .	40
Important notes . . . . .	40
Product recycling and disposal . . . . .	41
Battery return program . . . . .	41
Electronic emission notices . . . . .	41
Federal Communications Commission (FCC) statement . . . . .	41
Industry Canada Class A emission compliance statement . . . . .	42
Australia and New Zealand Class A statement . . . . .	42
United Kingdom telecommunications safety requirement . . . . .	42
European Union EMC Directive conformance statement . . . . .	42
Taiwanese Class A warning statement . . . . .	43
Chinese Class A warning statement . . . . .	43
Japanese Voluntary Control Council for Interference (VCCI) statement . . . . .	43
Power cords . . . . .	43



## Safety

Before installing this product, read the Safety Information.

قبل تركيب هذا المنتج، يجب قراءة الملاحظات الأمنية

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

在安装本产品之前，请仔细阅读 **Safety Information** (安全信息)。

安裝本產品之前，請先閱讀「安全資訊」。

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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.

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.

**Important:**

All caution and danger statements in this documentation begin with a number. This number is used to cross reference an English caution or danger statement with translated versions of the caution or danger statement in the *IBM NetBAY Rack Safety Information* book.

For example, if a caution statement begins with a number 1, translations for that caution statement appear in the *IBM NetBAY Rack Safety Information* book under statement 1.

Be sure to read all caution and danger statements in this documentation before performing the instructions. Read any additional safety information that comes with your server or optional device before you install the device.

Statement 4:



**DANGER**

**Electrical current from power, telephone, and communication cables is hazardous.**

**To avoid a shock hazard:**

- **Do not connect or disconnect any cables or perform installation, maintenance, or reconfiguration of this product during an electrical storm.**
- **Connect all power cords to a properly wired and grounded electrical outlet.**
- **Connect to properly wired outlets any equipment that will be attached to this product.**
- **When possible, use one hand only to connect or disconnect signal cables.**
- **Never turn on any equipment when there is evidence of fire, water, or structural damage.**
- **Disconnect the attached power cords, telecommunications systems, networks, and modems before you open the device covers, unless instructed otherwise in the installation and configuration procedures.**
- **Connect and disconnect cables as described in the following table when installing, moving, or opening covers on this product or attached devices.**

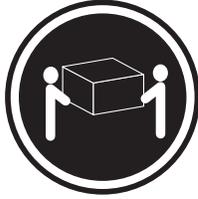
**To Connect:**

1. Turn everything OFF.
2. First, attach all cables to devices.
3. Attach signal cables to connectors.
4. Attach power cords to outlet.
5. Turn device ON.

**To Disconnect:**

1. Turn everything OFF.
2. First, remove power cords from outlet.
3. Remove signal cables from connectors.
4. Remove all cables from devices.

**Statement 5:**



≥ 18 kg (39.7 lb)



≥ 32 kg (70.5 lb)



≥ 55 kg (121.2 lb)

**CAUTION:**

**Use safe practices when lifting.**

**WARNING:** Handling the cord on this product or cords associated with accessories sold with this product, will expose you to lead, a chemical known to the State of California to cause cancer, and birth defects or other reproductive harm. ***Wash hands after handling.***

**ADVERTENCIA:** El contacto con el cable de este producto o con cables de accesorios que se venden junto con este producto, pueden exponerle al plomo, un elemento químico que en el estado de California de los Estados Unidos está considerado como un causante de cancer y de defectos congénitos, además de otros riesgos reproductivos. ***Lávese las manos después de usar el producto.***

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## Chapter 1. Introduction

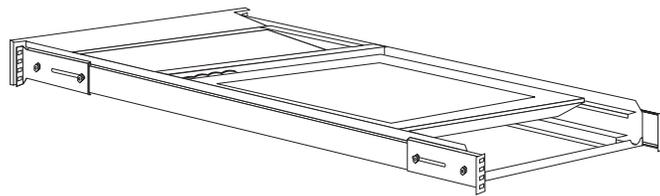
The IBM® NetBAY™ 2U Flat Panel Monitor Console Kit is a flat panel monitor and keyboard tray in one solution. An optional space-saver keyboard fits inside the front of the keyboard tray. The monitor and keyboard tray occupy only 2U of rack mounting space inside of a rack cabinet.

**Note:** There is no room to store a mouse in the keyboard tray. A mouse is not required, because the space-saver keyboard has a built-in pointing device.

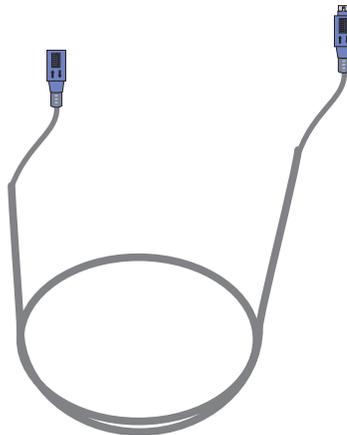
The latest version of this publication is available from the IBM Web site. Go to <http://www.ibm.com/> and click **Support & downloads**. In the **Technical Support** keyword search field, type "NetBAY 2U" and click **Go**. The latest version of this publication will be in the list of publications displayed.

The 2U Flat Panel Monitor Console Kit comes with the following items:

- One keyboard tray with built-in flat panel monitor



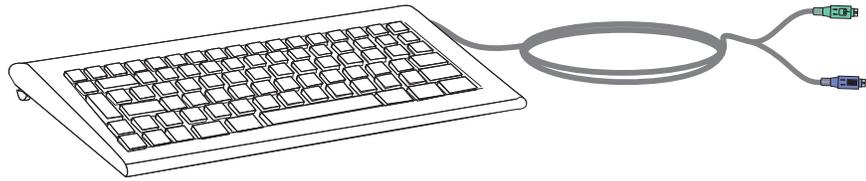
- Two keyboard or mouse extension cables



- One 2.8 m (9.2 ft) IEC 309 320-C13 to 320-C14 power cable
- Miscellaneous hardware kit (for installing the keyboard tray in a rack cabinet)
- Two self-adhesive hook-and-loop-fastener strips
- Cable straps
- One CD containing monitor drivers
- Monitor documentation
- *IBM NetBAY Rack Safety Information* book
- This documentation

**Note:** The NetBAY 2U Flat Panel Monitor Console Kit is also available with a pre-installed keyboard. The following additional items come with this model:

- One space-saver keyboard



- One 2.8 m (9.2 ft) IEC 309 320-C13 to NEMA 5-15P power cord
- One CD containing keyboard and mouse drivers
- Keyboard documentation

You will need the following tools to install the 2U Flat Panel Monitor Console Kit:

- One number 2 Phillips screwdriver
- One 9 mm (11/32-in.) wrench
- One cage-nut-insertion tool or flat-blade screwdriver (for installing cage nuts in some rack cabinets)

Refer to the documentation that comes with your rack cabinet or console switch for further information about those products.

**Note:** The illustrations in this documentation might differ slightly from your hardware.

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## Chapter 2. Installing the Flat Panel Monitor Console Kit

The Flat Panel Monitor Console Kit occupies 2U of rack mounting space in a rack cabinet.

**Attention:** The Flat Panel Monitor Console Kit comes already assembled. You must have at least 5U of rack mounting space available in your rack cabinet to install the kit. After you install the Flat Panel Monitor Console Kit, you can install other devices in your rack cabinet above or below the kit.

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### Installing the flat panel monitor and keyboard tray

Two people are required to install the flat panel monitor and keyboard tray. Complete the following steps to install the kit in a rack cabinet:

Statement 4:



#### DANGER

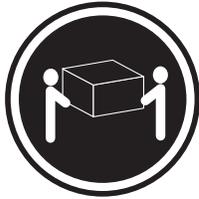
**Electrical current from power, telephone, and communication cables is hazardous.**

**To avoid a shock hazard:**

- **Do not connect or disconnect any cables or perform installation, maintenance, or reconfiguration of this product during an electrical storm.**
- **Connect all power cords to a properly wired and grounded electrical outlet.**
- **Connect to properly wired outlets any equipment that will be attached to this product.**
- **When possible, use one hand only to connect or disconnect signal cables.**
- **Never turn on any equipment when there is evidence of fire, water, or structural damage.**
- **Disconnect the attached power cords, telecommunications systems, networks, and modems before you open the device covers, unless instructed otherwise in the installation and configuration procedures.**
- **Connect and disconnect cables as described in the following table when installing, moving, or opening covers on this product or attached devices.**

To Connect:	To Disconnect:
1. Turn everything OFF.	1. Turn everything OFF.
2. First, attach all cables to devices.	2. First, remove power cords from outlet.
3. Attach signal cables to connectors.	3. Remove signal cables from connectors.
4. Attach power cords to outlet.	4. Remove all cables from devices.
5. Turn device ON.	

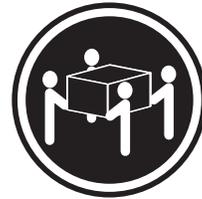
**Statement 5:**



≥ 18 kg (39.7 lb)



≥ 32 kg (70.5 lb)



≥ 55 kg (121.2 lb)

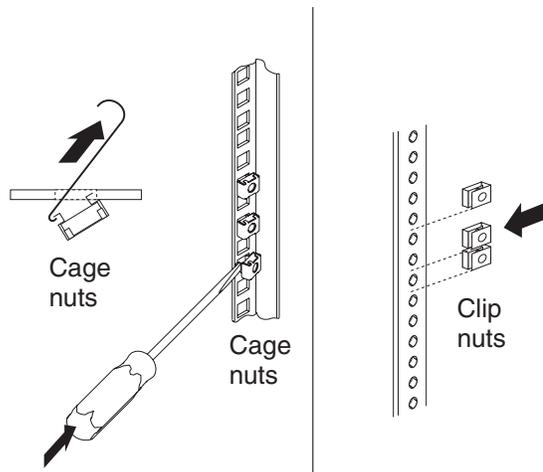
**CAUTION:**

**Use safe practices when lifting.**

1. Refer to the documentation that comes with your rack cabinet for additional information.

**Notes:**

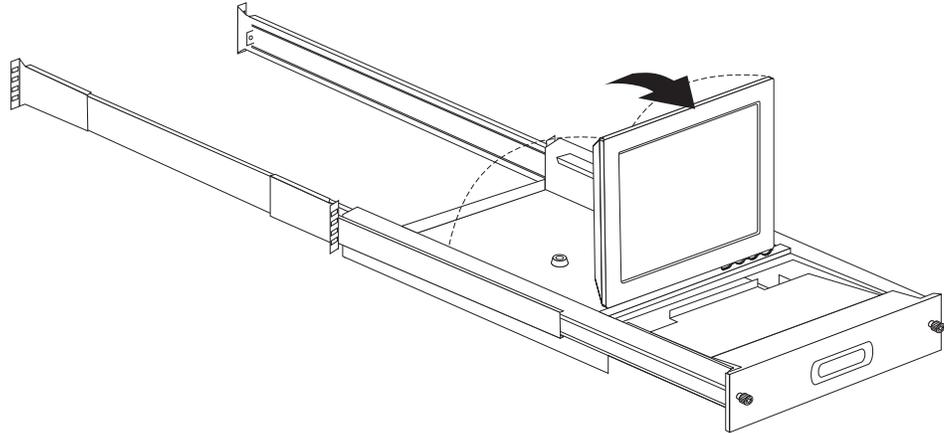
- a. Removing rack doors and side panels might make installation easier.
- b. Use cage nuts for rack cabinets with square holes, or clip nuts for rack cabinets with round holes.
- c. If your rack cabinet requires cage nuts, use the cage-nut-insertion tool or a flat-blade screwdriver to install them.



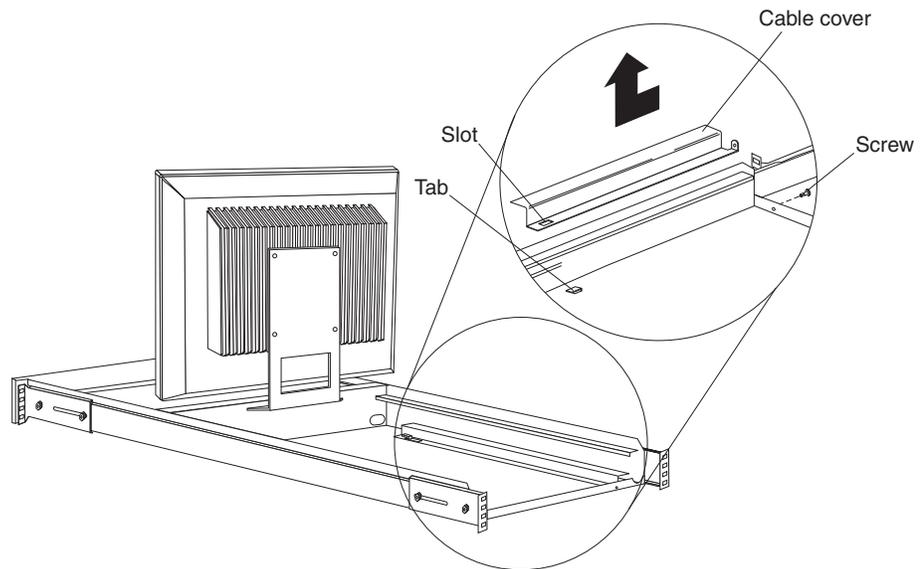
2. If your tray already has a space-saver keyboard installed, go to step 8 on page 6.

3. Place the tray on a stable flat surface; then, carefully lift the rear of the flat panel monitor to raise it to the full upright position.

**Attention:** The video cable and 1 m (3.3 ft) power cable are already connected to the flat panel monitor. Be careful as you install the tray in the rack cabinet that you do not pinch or cut the cables.

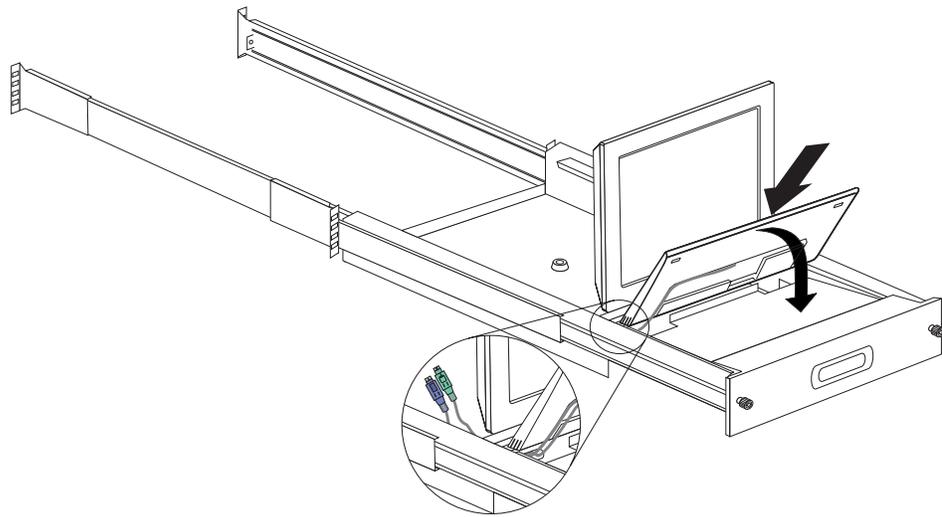


4. To remove the cable cover from the tray, remove the cable-cover screw; then, slide the cover toward the front of the tray until the tab on the tray can fit through the slot on the cover. Lift the cable cover from the tray and set it aside to install later in this procedure.

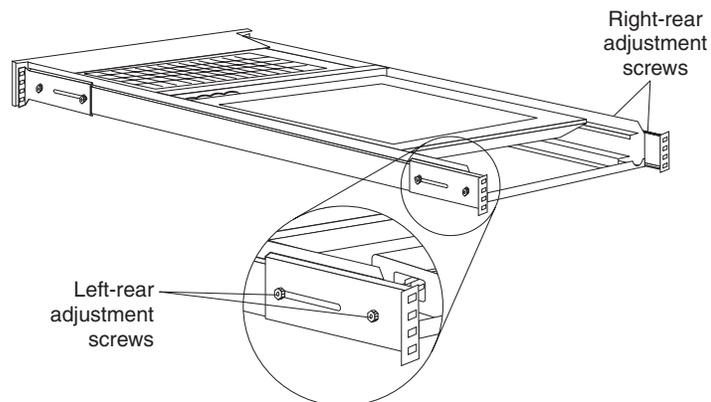


5. Route the keyboard and mouse connectors through the small round opening on the left side of the tray; then, carefully set the keyboard into the tray.

**Note:** Pull the full length of the cable through the opening.

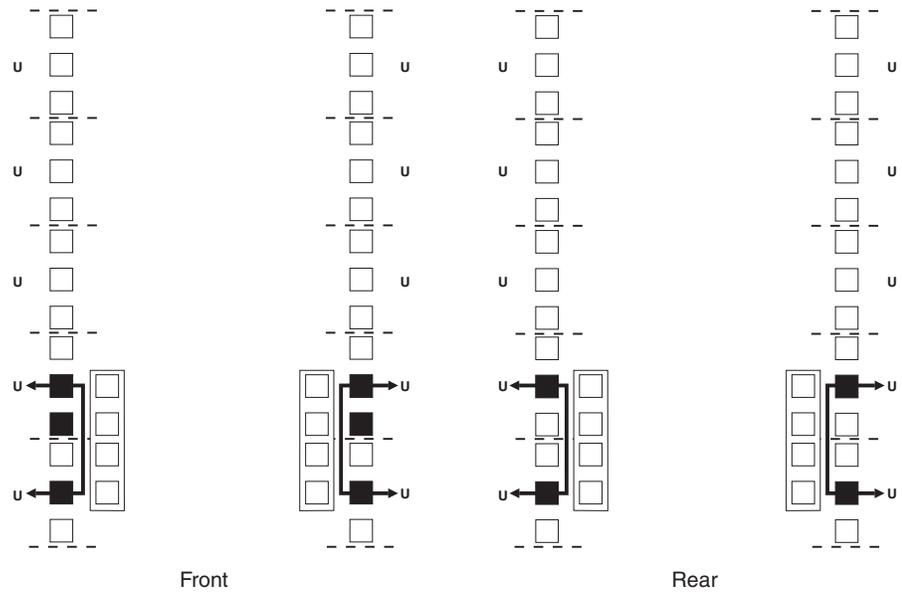


6. Route the keyboard and mouse cable toward the rear of the tray and beside the video and power cables; then, install the cable cover that you removed earlier.
7. Carefully push the flat panel monitor down to the storage position and ensure that the tray is not extended.
8. Loosen the four rail-adjustment screws on both rear slide-rail brackets; then, adjust the brackets to fit the depth of your rack cabinet.



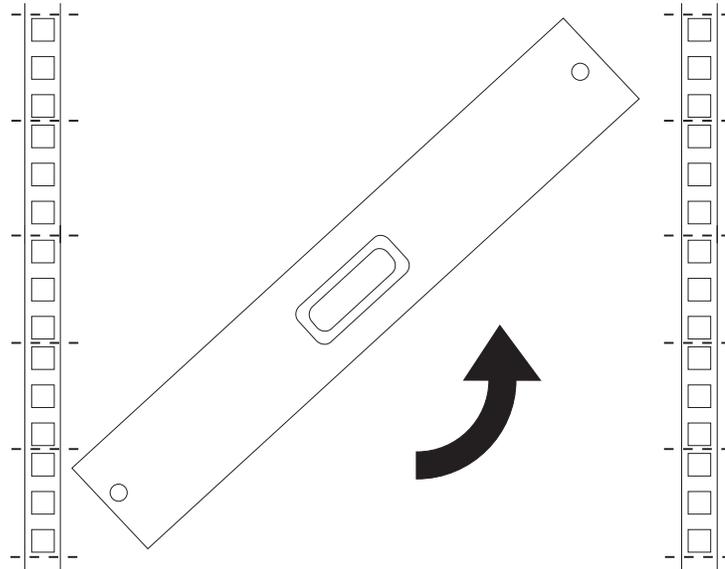
9. Tighten all four slide-rail adjustment screws.

- Use the following illustration to guide you as you install either cage nuts or clip nuts for the 2U location that you chose to install your flat panel monitor and keyboard tray. Use the cage nuts or clip nuts from the miscellaneous hardware kit.

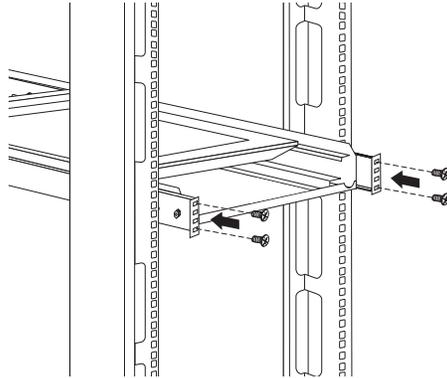


- With one person at the front of the rack cabinet, and one person at the rear of the rack cabinet, carefully tilt the flat panel monitor and keyboard tray at an angle and insert it into the rack cabinet.

**Note:** Ensure that the rear slide-rail brackets extend outside of the rear rack cabinet mounting flanges, and the front slide-rail brackets are outside of the front rack cabinet mounting flanges.

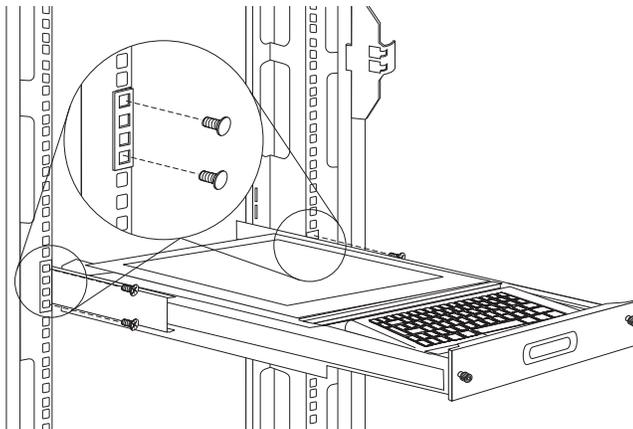


12. Attach the rear slide-rail brackets to the rack cabinet using four screws from the miscellaneous hardware kit.



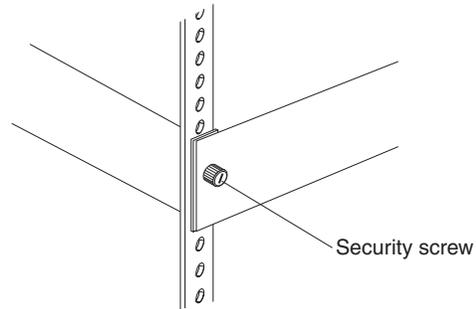
13. While one person pulls the tray halfway out of the front of the rack cabinet and supports the weight of the tray, attach the front of the tray to the rack cabinet using four of the screws from the miscellaneous hardware kit.

**Note:** Do not install screws in the slide rail middle holes. These holes are for the security screws on the front of the tray.



14. Connect the keyboard and mouse connectors to the extension cables that come with this kit; then, connect a power cord to the end of the 1 m (3.3 ft) power cable.
15. Connect the keyboard, video, and mouse connectors to either a server or a console switch in your rack cabinet; then, connect the power cord to a properly grounded electrical outlet.
16. Fully extend the tray from the front of the rack cabinet; then, neatly route cables within your rack cabinet and secure them with cable straps along the way.
17. Refer to the flat panel monitor documentation that comes with this kit for information about operating your monitor. Refer to the space-saver keyboard documentation for information about operating your keyboard.

**Note:** When the monitor and keyboard are not in use, or if your rack cabinet is in a vibration-prone area, tighten the security screws on the front of the tray to secure the tray inside the rack cabinet.





## Chapter 3. Hardware maintenance information

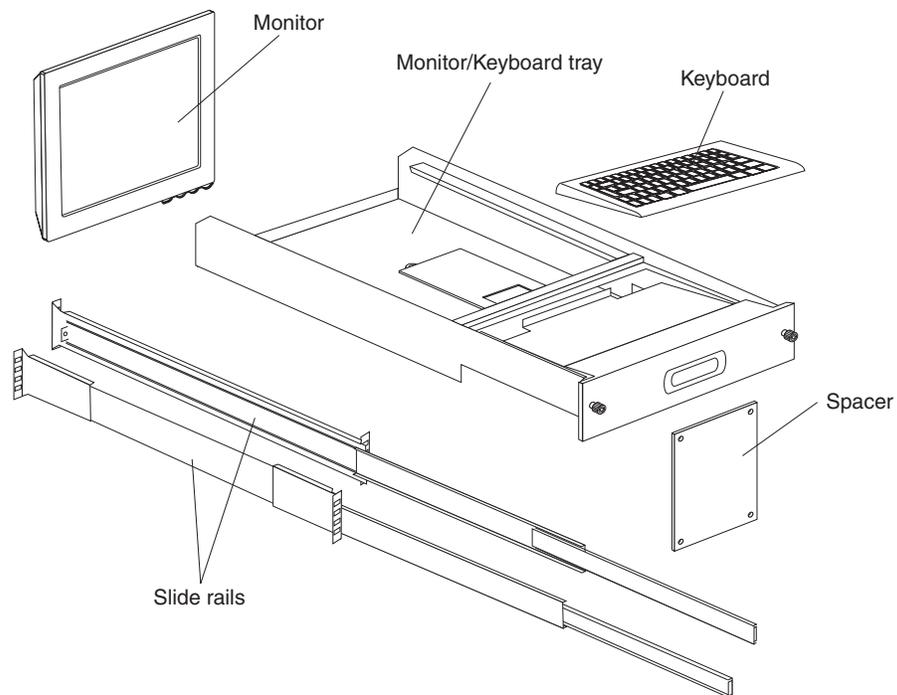
This chapter contains information about IBM field replaceable unit (FRU) availability for the 2U Flat Panel Monitor Console Kit and replacement instructions for parts not covered during a typical installation. Troubleshooting and servicing of complex problems should be performed only by trained service personnel.

### Field replaceable unit part numbers

IBM FRU part numbers are subject to change without notice. This section contains a list of the FRU part numbers available at the time this document was published.

#### Notes:

1. If you are replacing a T541 flat panel monitor, you must order the 23K4827 FRU along with the 06P4037 monitor FRU. The monitor spacer and power cable are required when installing an L150 flat panel monitor.
2. You only need the 31P7170 FRU to replace a power supply for an existing T541 flat panel monitor. This FRU is not compatible with the L150 flat panel monitor integrated power supply.
3. The 23K4826 FRU is compatible with T541 and L150 flat panel monitors.



FRU Part #	Description
06P4037	Monitor, video cable, and 2.8 m (9.2 ft) IEC 320-C13 to NEMA 5-15P power cord
23K4826	Monitor and keyboard tray assembly, monitor spacer, and 1 m (3.3 ft) IEC 309 320-C13 to 320-C14 power cable (does not include keyboard or monitor)
23K4827	Monitor spacer and 1 m (3.3) ft IEC 320-C13 to 320-C14 power cable
31P7170	T541 flat panel monitor power supply
32P1706	Slide rails with brackets
37L0888	Space-saver keyboard

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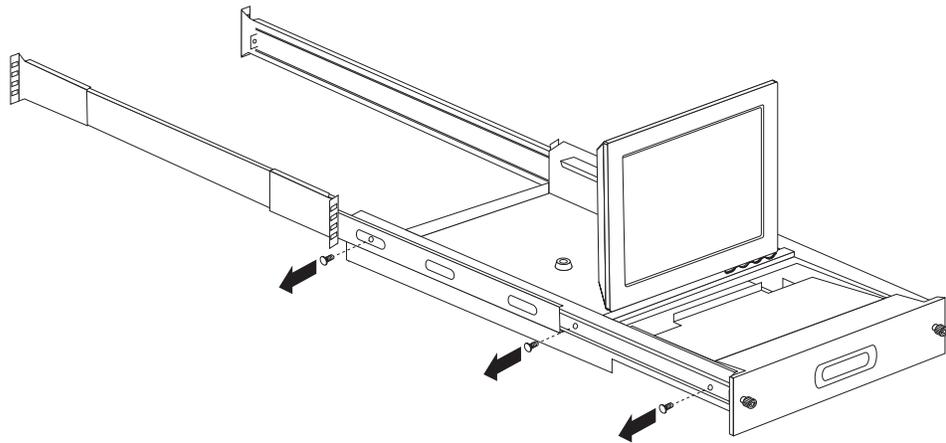
## Replacing a slide rail

Complete the following steps to replace a slide rail on the monitor and keyboard tray assembly.

1. Turn off the monitor; then, disconnect power to the monitor.
2. Disconnect the keyboard, mouse, and video connectors from the server or console switch.
3. Remove the monitor and keyboard tray assembly from the rack cabinet.

**Note:** You will need 5U of rack mounting space to remove the tray from the rack cabinet. This might require you to turn off other devices, disconnect them, and remove them from the rack cabinet. Refer to the documentation that comes with those devices for detailed information on how to remove them from a rack cabinet.

4. Place the tray on a stable flat surface; then, fully extend the tray so that you can access the screws that hold the slide rail in place on the tray.



5. Remove all three screws that hold the old slide rail in place; then, attach the new slide rail using those same screws.
6. Repeat this procedure if you need to replace both slide rails.
7. Follow the instructions in Chapter 2, "Installing the Flat Panel Monitor Console Kit", on page 3 to install the monitor and keyboard tray again in your rack cabinet; then, install any other devices that you removed from the rack cabinet.

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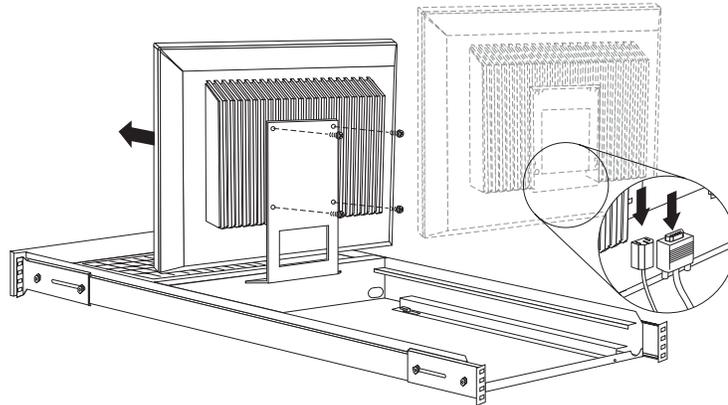
## Replacing the monitor

Complete the following steps to replace the monitor.

1. Extend the tray fully from the rack cabinet; then, turn off the monitor if it is not already turned off.
2. Disconnect the power cord from the power supply or the 1 m (3.3 ft) IEC 309 320-C13 to 320-C14 power cable, depending on the type of flat panel monitor installed.
3. Lift the monitor to the full upright position; then, remove the four screws that attach the old monitor to the bracket in the tray.

**Notes:**

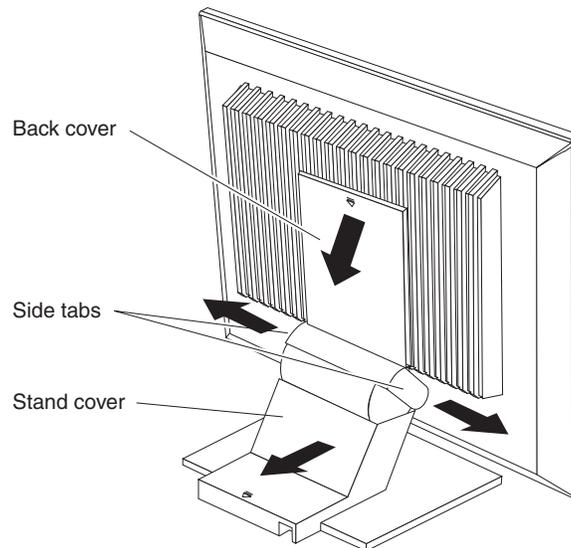
- a. Save these screws to attach the new monitor to the assembly.
- b. If you are removing an L150 flat panel monitor, make sure you also remove and save the monitor spacer. You will need this monitor spacer to attach to the new monitor in step 6d on page 15.



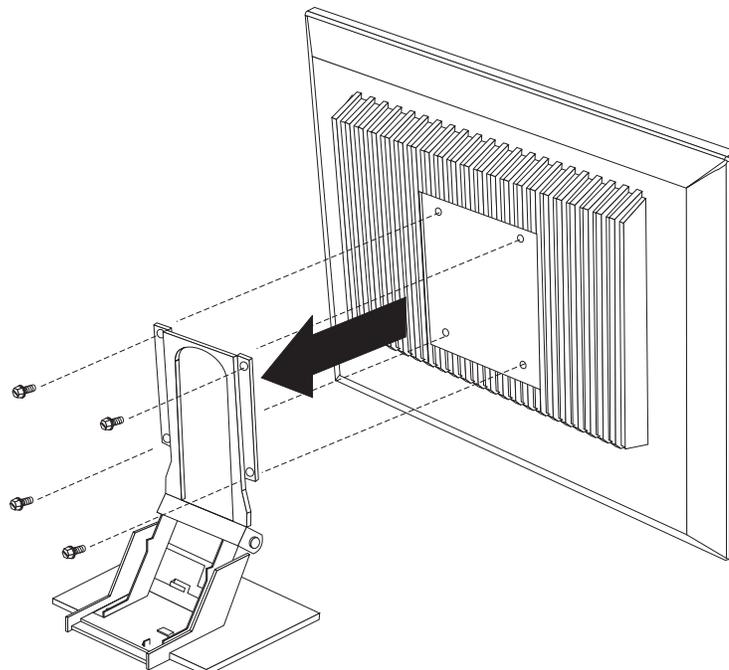
4. Disconnect the video and power connectors from the old monitor and set it aside.
5. Carefully unpack the new monitor and stand assembly; then, set the new monitor on a stable flat surface.

6. Complete the following steps to remove the stand from an L150 flat panel monitor:
  - a. Push down on the back cover; then, pull the side tabs outward to release the cover from the monitor.

**Note:** Even though the back cover and stand cover are not used on the monitor and keyboard tray assembly, do not discard these parts. Store them with the other monitor stand parts you remove for possible future use.

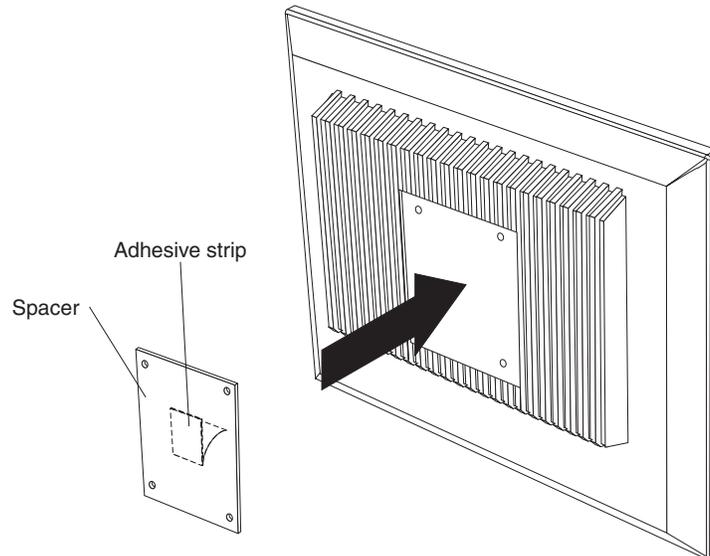


- b. Gently push the stand cover and slide it backwards until it is completely off the stand; then, disconnect the video and power connectors from the new monitor.
  - c. Remove the four screws that attach the stand to the monitor; then, store the stand with the other parts removed in this procedure.



- d. If you are replacing a T541 flat panel monitor, carefully remove the protective backing from the adhesive strip on the back of the monitor spacer. Otherwise, you must use the monitor spacer you removed from your old monitor in step 3 on page 13.

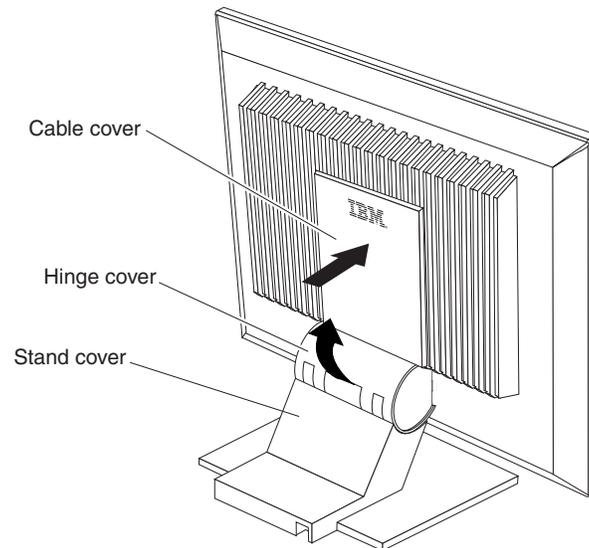
**Note:** The adhesive strip is only intended to hold the spacer in place while you attach the monitor to the monitor and keyboard tray assembly.



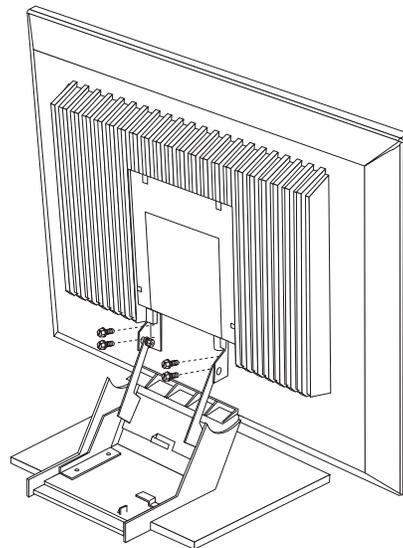
- e. Align the holes in the spacer with the holes in the back of the monitor; then, attach the spacer to the back of the monitor.
- f. Continue with step 8 on page 17 to complete the monitor installation.

7. Complete the following steps to remove the stand from a T541 flat panel monitor:
  - a. Squeeze the sides of the hinge cover and remove it from the rear of the new monitor; then, pull the cable cover from the rear of the monitor.

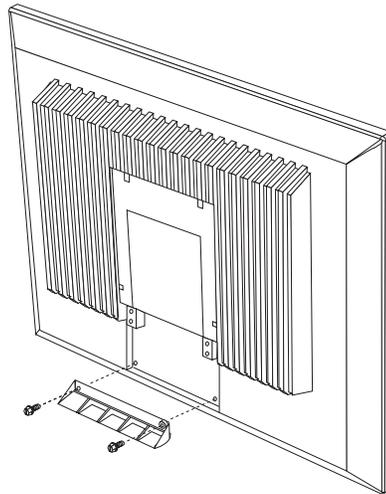
**Note:** Even though the hinge cover and cable cover are not used on the monitor and keyboard tray assembly, do not discard these parts. Store them with the other monitor stand parts you remove for possible future use.



- b. Gently push the stand cover and slide it backwards until it is completely off the stand; then, disconnect the video and power connectors from the new monitor.
  - c. Remove the four screws that attach the hinges to the monitor; then, store the monitor stand with the other parts removed in this procedure.



- d. Remove the two screws that attach the lower cable cover to the bottom of the monitor; then, store the cable cover for possible future use.



8. Connect the video and power connectors that you disconnected in step 4 on page 13 to the new monitor; then, attach the new monitor to the tray using the four screws that you removed earlier.

**Note:** The new monitor comes with a new video cable and power cable. If you replaced a T541 flat panel monitor with an L150 flat panel monitor, you must connect and route these cables in place of the old ones already in your monitor and keyboard tray assembly.

9. If you did not use the new power cord that comes with the monitor FRU, connect the old power cord to the existing power supply or the 1 m (3.3 ft) IEC 309 320-C13 to 320-C14 power cable in the tray.

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## Replacing the monitor and keyboard tray assembly

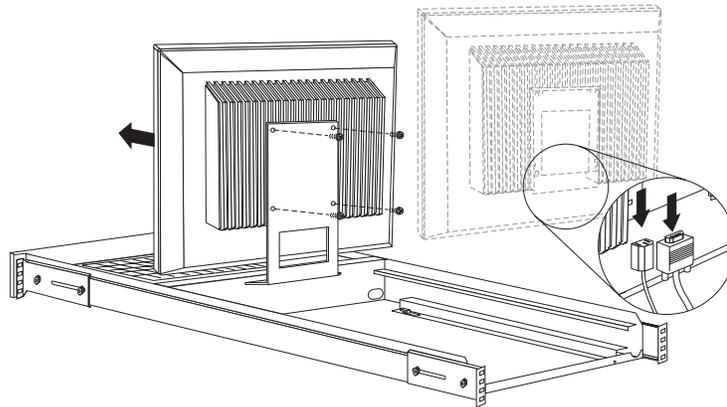
Complete the following steps to replace the monitor and keyboard tray assembly.

1. Turn off the monitor; then, disconnect power to the monitor.
2. Disconnect the keyboard, mouse, and video connectors from the server or console switch.
3. Remove the monitor and keyboard tray assembly from the rack cabinet.

**Note:** You will need 5U of rack mounting space to remove the tray from the rack cabinet. This might require you to turn off other devices, disconnect them, and remove them from the rack cabinet. Refer to the documentation that comes with those devices for detailed information on how to remove them from a rack cabinet.

4. Disconnect the power cord from the power supply or the 1 m (3.3 ft) IEC 309 320-C13 to 320-C14 power cable, depending on the type of flat panel monitor installed.
5. Lift the monitor to the full upright position; then, remove the four screws that attach the monitor to the bracket in the tray.

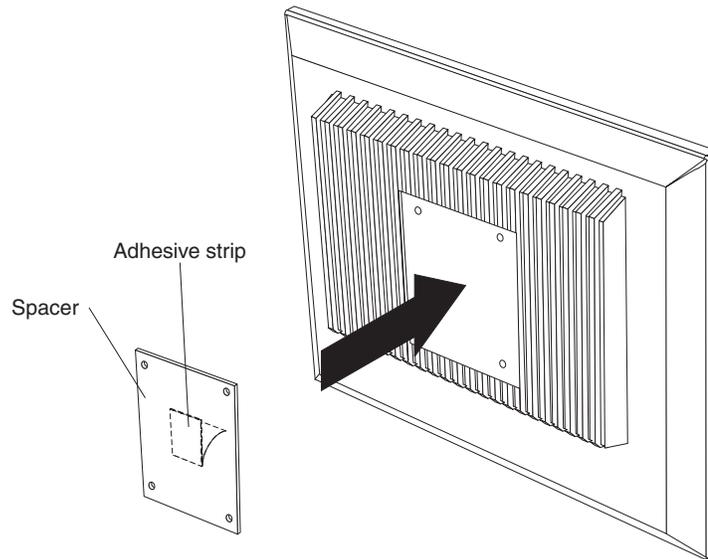
**Note:** If you are removing an L150 flat panel monitor, the monitor spacer might not stay attached to the back of your monitor when you remove it from the tray.



6. Disconnect the video and power connectors from the monitor and set it aside.
7. Carefully unpack the new monitor and keyboard tray assembly.

8. If you have an L150 flat panel monitor, and the monitor spacer is not already attached to the back of the monitor, carefully remove the protective backing from the adhesive strip on the back of the monitor spacer that comes with the new tray; then, align the holes in the spacer with the holes in the back of the monitor and attach the spacer to the back of the monitor.

**Note:** The adhesive strip is only intended to hold the spacer in place while you attach the monitor to the new monitor and keyboard tray assembly.



9. Connect the video and power connectors that you disconnected in step 6 on page 18 to the monitor; then, attach the monitor to the new tray using the four screws that you removed earlier.
- Note:** The new monitor and keyboard tray assembly comes with a new power cable. If you have an L150 flat panel monitor, you can connect and route this power cable in place of the old one already in your monitor and keyboard tray assembly.
10. Follow the instructions in Chapter 2, “Installing the Flat Panel Monitor Console Kit”, on page 3 to install the monitor and keyboard tray again in your rack cabinet; then, install any other devices that you removed from the rack cabinet.



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## Appendix A. Getting help and technical assistance

If you need help, service, or technical assistance or just want more information about IBM products, you will find a wide variety of sources available from IBM to assist you. This appendix contains information about where to go for additional information about IBM and IBM products, what to do if you experience a problem with your xSeries™ or IntelliStation® system, and whom to call for service, if it is necessary.

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### Before you call

Before you call, make sure that you have taken these steps to try to solve the problem yourself:

- Check all cables to make sure that they are connected.
- Check the power switches to make sure that the system is turned on.
- Use the troubleshooting information in your system documentation, and use the diagnostic tools that come with your system.
- Go to the IBM Support Web site at <http://www.ibm.com/pc/support/> to check for technical information, hints, tips, and new device drivers.
- Use an IBM discussion forum on the IBM Web site to ask questions.

You can solve many problems without outside assistance by following the troubleshooting procedures that IBM provides in the online help or in the publications that are provided with your system and software. The information that comes with your system also describes the diagnostic tests that you can perform. Most xSeries and IntelliStation systems, operating systems, and programs come with information that contains troubleshooting procedures and explanations of error messages and error codes. If you suspect a software problem, see the information for the operating system or program.

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### Using the documentation

Information about your IBM xSeries or IntelliStation system and preinstalled software, if any, is available in the documentation that comes with your system. That documentation includes printed books, online books, readme files, and help files. See the troubleshooting information in your system documentation for instructions for using the diagnostic programs. The troubleshooting information or the diagnostic programs might tell you that you need additional or updated device drivers or other software. IBM maintains pages on the World Wide Web where you can get the latest technical information and download device drivers and updates. To access these pages, go to <http://www.ibm.com/pc/support/> and follow the instructions. Also, you can order publications through the IBM Publications Ordering System at <http://www.elink.ibm.com/public/applications/publications/cgibin/pbi.cgi>.

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## Getting help and information from the World Wide Web

On the World Wide Web, the IBM Web site has up-to-date information about IBM xSeries and IntelliStation products, services, and support. The address for IBM xSeries information is <http://www.ibm.com/eserver/xseries/>. The address for IBM IntelliStation information is <http://www.ibm.com/pc/intellistation/>.

You can find service information for your IBM products, including supported options, at <http://www.ibm.com/pc/support/>.

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## Software service and support

Through IBM Support Line, you can get telephone assistance, for a fee, with usage, configuration, and software problems with xSeries servers, IntelliStation workstations, and appliances. For information about which products are supported by Support Line in your country or region, go to <http://www.ibm.com/services/sl/products/>.

For more information about Support Line and other IBM services, go to <http://www.ibm.com/services/>, or go to <http://www.ibm.com/planetwide/> for support telephone numbers. In the U.S. and Canada, call 1-800-IBM-SERV (1-800-426-7378).

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## Hardware service and support

You can receive hardware service through IBM Integrated Technology Services or through your IBM reseller, if your reseller is authorized by IBM to provide warranty service. Go to <http://www.ibm.com/planetwide/> for support telephone numbers, or in the U.S. and Canada, call 1-800-IBM-SERV (1-800-426-7378).

In the U.S. and Canada, hardware service and support is available 24 hours a day, 7 days a week. In the U.K., these services are available Monday through Friday, from 9 a.m. to 6 p.m.

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

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## Part 1 - General Terms

### 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. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit IBM to fulfill its obligations; and
  - d. inform IBM or your reseller of changes in the Machine's location.
4. (a) ensure all information about identified or identifiable individuals (Personal Data) is deleted from the Machine (to the extent technically possible), (b) allow IBM, your reseller or an IBM supplier to process on your behalf any remaining Personal Data as IBM or your reseller considers necessary to fulfill its obligations under this Statement of Limited Warranty (which may include shipping the Machine for such processing to other IBM service locations around the world), and (c) ensure that such processing complies with any laws applicable to such Personal Data.

## **Limitation of Liability**

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

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

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, IBM is liable for no more than

1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
2. the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

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

**UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF,**

OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **Governing Law**

Both you and IBM consent to the application of the laws of the country in which you acquired the Machine to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty, without regard to conflict of law principles.

**THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.**

#### **Jurisdiction**

All of our rights, duties, and obligations are subject to the courts of the country in which you acquired the Machine.

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## **Part 2 - Country-unique Terms**

### **AMERICAS**

#### **ARGENTINA**

**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 PA16 0AH

## **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 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.
3. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in items 1 and 2 above, exceed the greater of 1) Pounds

Sterling 75,000, or 2) 125% of the total purchase price payable or the charges for the Machine directly relating to the Default.

These limits also apply to IBM's suppliers and resellers. They state the maximum for which IBM and such suppliers and resellers are collectively responsible.

### Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or resellers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

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## Part 3 - Warranty Information

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

### Warranty Period

The warranty period may vary by country or region and is specified in the table below.

**Note:** "Region" means either Hong Kong or Macau Special Administrative Region of China.

### Machine - IBM NetBAY 2U Flat Panel Monitor Console Kit

Country or Region of Purchase	Warranty Period	Type of Warranty Service*
Worldwide	Parts - 3 years, labor - 3 years	4
* See " <u>Types of Warranty Service</u> " for the legend and explanations of warranty-service types.		

A warranty period of 3 years on parts and 1 year on labor means that IBM provides warranty service without charge for:

1. parts and labor during the first year of the warranty period; and
2. parts only, on an exchange basis, in the second and third years of the warranty period. IBM will charge you for any labor provided in performance of the repair or replacement(s) in the second and third year of the 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\***

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.

\* This type of service is called ThinkPad® EasyServ or EasyServ in some countries.

The IBM Machine Warranty World Wide 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 Limited Warranty for Machines, a Glossary of IBM definitions, Frequently Asked Questions (FAQs) and Support by Product (Machine) with links to Product Support pages. **The IBM Statement of Limited Warranty is also available on this site in 29 languages.**

To obtain warranty service contact IBM or your IBM reseller. In Canada or the United States, call 1-800-IBM-SERV (426-7378). In the EU countries, see the telephone numbers below.

**EU Country Telephone List**

Phone numbers are subject to change without notice.

Austria -- 43-1-24592-5901	Italy -- 39-02-482-9202
Belgium -- 02-718-4339	Luxembourg -- 352-360385-1
Denmark -- 4520-8200	Netherlands -- 020-514-5770
Finland -- 358-9-4591	Portugal -- 351-21-7915-147
France -- 0238-557-450	Spain -- 34-91-662-4916
Germany -- 07032-15-4920	Sweden -- 46-8-477-4420
Greece -- 30-210-688-1220	United Kingdom -- 01475-555-055
Ireland -- 353-1-815-4000	

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## Appendix C. Notices

This information was developed for products and services offered in the U.S.A.

IBM may not offer the products, services, or features discussed in this document in other countries. Consult your local IBM representative for information on the products and services currently available in your area. 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 IBM intellectual property right may be used instead. However, it is the user's responsibility to evaluate and verify the operation of any non-IBM product, program, or service.

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## Important notes

Processor speeds indicate the internal clock speed of the microprocessor; other factors also affect application performance.

CD-ROM drive speeds list the variable read rate. Actual speeds vary and are often less than the maximum possible.

When referring to processor storage, real and virtual storage, or channel volume, KB stands for approximately 1000 bytes, MB stands for approximately 1 000 000 bytes, and GB stands for approximately 1 000 000 000 bytes.

When referring to hard disk drive capacity or communications volume, MB stands for 1 000 000 bytes, and GB stands for 1 000 000 000 bytes. Total user-accessible capacity may vary depending on operating environments.

Maximum internal hard disk drive capacities assume the replacement of any standard hard disk drives and population of all hard disk drive bays with the largest currently supported drives available from IBM.

Maximum memory may require replacement of the standard memory with an optional memory module.

IBM makes no representation or warranties regarding non-IBM products and services that are ServerProven<sup>®</sup>, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. These products are offered and warranted solely by third parties.

IBM makes no representations or warranties with respect to non-IBM products. Support (if any) for the non-IBM products is provided by the third party, not IBM.

Some software may differ from its retail version (if available), and may not include user manuals or all program functionality.

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## Product recycling and disposal

This unit contains materials such as circuit boards, cables, electromagnetic compatibility gaskets, and connectors which may contain lead and copper/beryllium alloys that require special handling and disposal at end of life. Before this unit is disposed of, these materials must be removed and recycled or discarded according to applicable regulations. IBM offers product-return programs in several countries. Information on product recycling offerings can be found on IBM's Internet site at <http://www.ibm.com/ibm/environment/products/prp.shtml>.

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## Battery return program

This product may contain a sealed lead acid, nickel cadmium, nickel metal hydride, lithium, or lithium ion battery. Consult your user manual or service manual for specific battery information. The battery must be recycled or disposed of properly. Recycling facilities may not be available in your area. For information on disposal of batteries outside the United States, go to <http://www.ibm.com/ibm/environment/products/batteryrecycle.shtml> or contact your local waste disposal facility.

In the United States, IBM has established a collection process for reuse, recycling, or proper disposal of used IBM sealed lead acid, nickel cadmium, nickel metal hydride, and battery packs from IBM equipment. For information on proper disposal of these batteries, contact IBM at 1-800-426-4333. Have the IBM part number listed on the battery available prior to your call.

In the Netherlands, the following applies.



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## Electronic emission notices

### Federal Communications Commission (FCC) statement

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

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

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

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

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

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

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

## **Australia and New Zealand Class A statement**

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

## **United Kingdom telecommunications safety requirement**

### **Notice to Customers**

This apparatus is approved under approval number NS/G/1234/J/100003 for indirect connection to public telecommunication systems in the United Kingdom.

## **European Union EMC Directive conformance statement**

This product is in conformity with the protection requirements of EU Council Directive 89/336/EEC on the approximation of the laws of the Member States relating to electromagnetic compatibility. IBM cannot accept responsibility for any failure to satisfy the protection requirements resulting from a nonrecommended modification of the product, including the fitting of non-IBM option cards.

This product has been tested and found to comply with the limits for Class A Information Technology Equipment according to CISPR 22/European Standard EN 55022. The limits for Class A equipment were derived for commercial and industrial environments to provide reasonable protection against interference with licensed communication equipment.

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

## Taiwanese Class A warning statement

警告使用者：  
這是甲類的資訊產品，在居住的環境中使用時，可能會造成射頻干擾，在這種情況下，使用者會被要求採取某些適當的對策。

## Chinese Class A warning statement

聲 明  
此為 A 級產品。在生活環境中，該產品可能會造成無線電干擾。在這種情況下，可能需要用戶對其干擾採取切实可行的措施。

## Japanese Voluntary Control Council for Interference (VCCI) statement

この装置は、情報処理装置等電波障害自主規制協議会（VCCI）の基準に基づくクラスA情報技術装置です。この装置を家庭環境で使用すると電波妨害を引き起こすことがあります。この場合には使用者が適切な対策を講ずるよう要求されることがあります。

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## Power cords

For your safety, IBM provides a power cord with a grounded attachment plug to use with this IBM product. To avoid electrical shock, always use the power cord and plug with a properly grounded outlet.

IBM power cords used in the United States and Canada are listed by Underwriter's Laboratories (UL) and certified by the Canadian Standards Association (CSA).

For units intended to be operated at 115 volts: Use a UL-listed and CSA-certified cord set consisting of a minimum 18 AWG, Type SVT or SJT, three-conductor cord, a maximum of 15 feet in length and a parallel blade, grounding-type attachment plug rated 15 amperes, 125 volts.

For units intended to be operated at 230 volts (U.S. use): Use a UL-listed and CSA-certified cord set consisting of a minimum 18 AWG, Type SVT or SJT, three-conductor cord, a maximum of 15 feet in length and a tandem blade, grounding-type attachment plug rated 15 amperes, 250 volts.

For units intended to be operated at 230 volts (outside the U.S.): Use a cord set with a grounding-type attachment plug. The cord set should have the appropriate safety approvals for the country in which the equipment will be installed.

IBM power cords for a specific country or region are usually available only in that country or region.





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