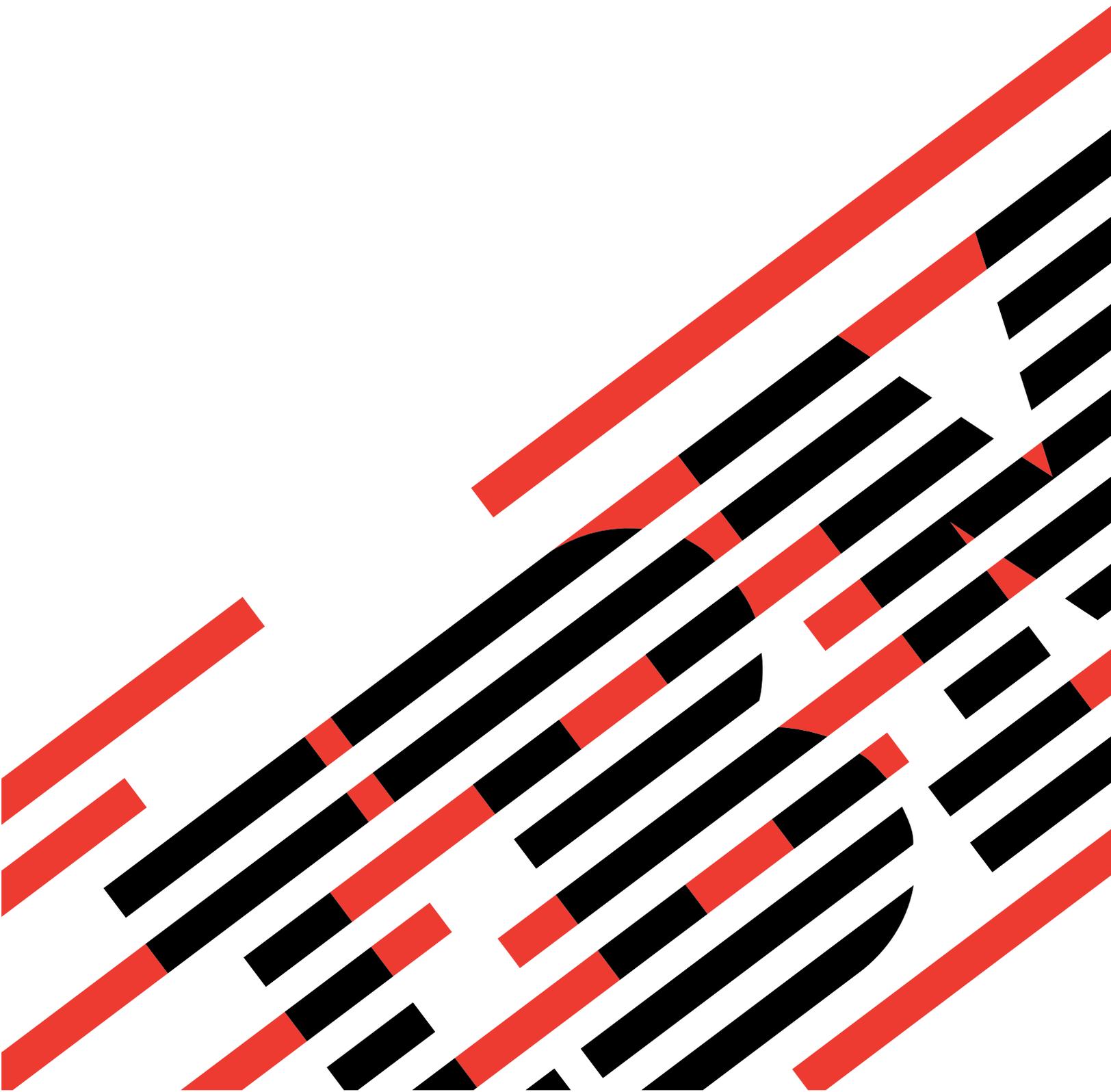
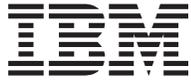




## IBM 5UX24D Tower-to-Rack Conversion Kit







@server

## IBM 5UX24D Tower-to-Rack Conversion Kit

**Note:**

Before using this information and the product it supports, read the general information in Appendix B, "IBM Statement of Limited Warranty Z125-4753-08 04/2004," on page 31, and Appendix C, "Notices," on page 49.

**First Edition (September 2004)**

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# Contents

|   |    |
|---|----|
| <b>Safety</b> . . . . .   | v  |
| <b>Chapter 1. Introducing the tower-to-rack conversion kit</b> . . . . .  | 1  |
| What you will need . . . . .  | 3  |
| Installation guidelines . . . . .   | 3  |
| Handling static-sensitive devices . . . . .                               | 3  |
| <b>Chapter 2. Installing the tower-to-rack conversion kit</b> . . . . .   | 5  |
| Preparing your server . . . . .   | 5  |
| Removing the covers, bezel, and feet . . . . .                            | 5  |
| Relocating and installing hardware, covers, and bezel . . . . .           | 9  |
| <b>Chapter 3. Rack installation instructions</b> . . . . .                | 25 |
| <b>Appendix A. Getting help and technical assistance</b> . . . . .        | 29 |
| Before you call . . . . .   | 29 |
| Using the documentation . . . . .   | 29 |
| Getting help and information from the World Wide Web . . . . .            | 29 |
| Software service and support . . . . .                                    | 30 |
| Hardware service and support . . . . .                                    | 30 |
| <b>Appendix B. IBM Statement of Limited Warranty Z125-4753-08 04/2004</b> | 31 |
| Part 1 - General Terms . . . . .  | 31 |
| Part 2 - Country-unique Terms . . . . .                                   | 34 |
| Part 3 - Warranty Information . . . . .                                   | 46 |
| <b>Appendix C. Notices</b> . . . . .                                      | 49 |
| Edition notice . . . . .  | 49 |
| Trademarks . . . . .  | 50 |
| Important notes. . . . .  | 50 |



## 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 Safety Information* book.

For example, if a caution statement begins with a number 1, translations for that caution statement appear in the *IBM 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 1:**



**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 3:**



**CAUTION:**

When laser products (such as CD-ROMs, DVD drives, fiber optic devices, or transmitters) are installed, note the following:

- Do not remove the covers. Removing the covers of the laser product could result in exposure to hazardous laser radiation. There are no serviceable parts inside the device.
- Use of controls or adjustments or performance of procedures other than those specified herein might result in hazardous radiation exposure.



**DANGER**

Some laser products contain an embedded Class 3A or Class 3B laser diode. Note the following.

Laser radiation when open. Do not stare into the beam, do not view directly with optical instruments, and avoid direct exposure to the beam.

**Statement 4:**



≥ 18 kg (39.7 lb)



≥ 32 kg (70.5 lb)



≥ 55 kg (121.2 lb)

**CAUTION:**

Use safe practices when lifting.

**Statement 5:**



**CAUTION:**

The power control button on the device and the power switch on the power supply do not turn off the electrical current supplied to the device. The device also might have more than one power cord. To remove all electrical current from the device, ensure that all power cords are disconnected from the power source.



**Statement 6:**



**CAUTION:**

If you install a strain-relief bracket option over the end of the power cord that is connected to the device, you must connect the other end of the power cord to an easily accessible power source.

**Statement 7:**



**CAUTION:**

If the device has doors, be sure to remove or secure the doors before moving or lifting the device to avoid personal injury. The doors will not support the weight of the device.

**Statement 8:**



**CAUTION:**

Never remove the cover on a power supply or any part that has the following label attached.



Hazardous voltage, current, and energy levels are present inside any component that has this label attached. There are no serviceable parts inside these components. If you suspect a problem with one of these parts, contact a service technician.

**Statement 10:**



**CAUTION:**

Do not place any object weighing more than 82 kg (180 lb) on top of rack-mounted devices.



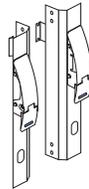
>82 kg (180 lb)

## Chapter 1. Introducing the tower-to-rack conversion kit

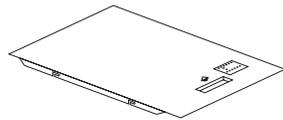
The IBM® 5UX24D Tower-to-Rack Conversion Kit contains the parts needed to convert a 5U server that is 61.0 cm (24 in.) deep from a tower model to a rack model. You can then install the server into a rack cabinet that is at least 61.0 cm (24 in.) deep.

The following parts come with the 5UX24D Tower-to-Rack Conversion Kit:

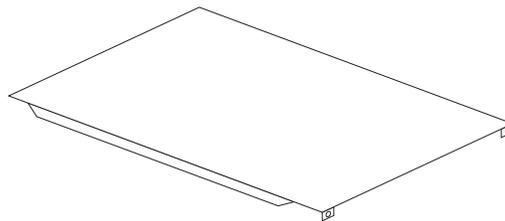
- Two release-latch-bracket assemblies (one left and one right)



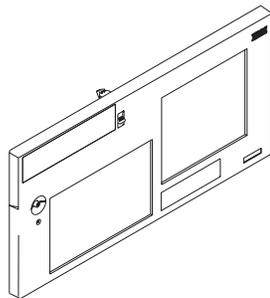
- One top cover kit (includes a cover and two light path labels)



- One bottom cover



- One rack-model front bezel kit (includes a front bezel, transparency, and a blank lens)



- Two rack-support wheels



- Four M3.5 x 7 mm screws



- Rack mounting kit (includes rack mounting instructions, template, and the following hardware)

**Note:** The illustration of the rack mounting kit in this documentation might be slightly different from your hardware.

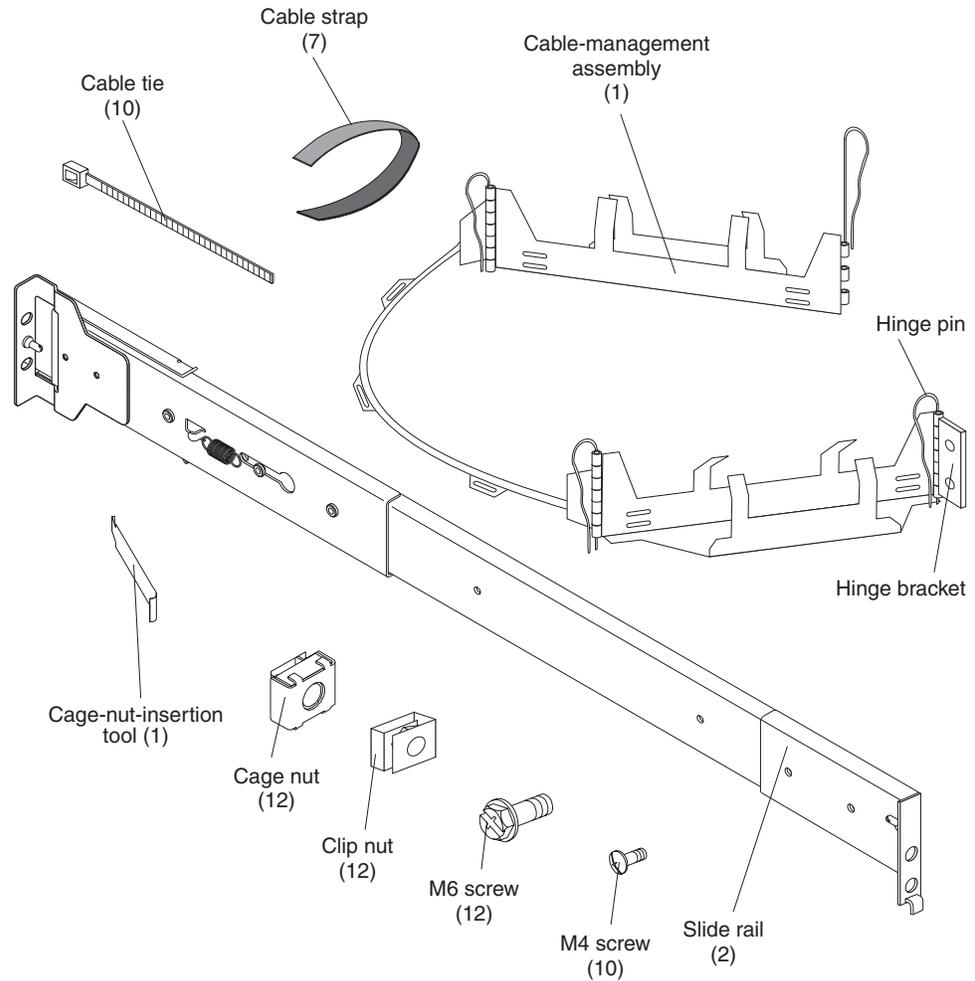


Figure 1. Rack mounting kit components

- One or more system-specific service labels
- *IBM 5Ux24D Tower-to-Rack Conversion Kit Installation Instructions* (this book)

---

## What you will need

You will need the following tools to install the 5Ux24D Tower-to-Rack Kit:

- A small flat-blade screwdriver
- A medium Phillips screwdriver
- An 8-mm open-end or box wrench
- A 10-mm nut driver or a 10-mm open-end or box wrench
- Pliers

---

## Installation guidelines

Before you begin to install the 5Ux24D Tower-to-Rack Kit, read the following information:

- Read the safety information provided with your server.
- Read through these instructions and the rack installation instructions to familiarize yourself with the installation procedures.
- Inventory the kit items as listed in the parts list beginning on page 1.
- Remove all media (diskettes, CDs, optical discs, or tapes) from the drives of your server.

---

## Handling static-sensitive devices

**Attention:** Static electricity can damage electronic devices and your server. To avoid damage, keep static-sensitive devices in their static-protective packages until you are ready to install them.

To reduce the possibility of electrostatic discharge, observe the following precautions:

- Limit your movement. Movement can cause static electricity to build up around you.
- Handle the device carefully, holding it by its edges or its frame.
- Do not touch solder joints, pins, or exposed printed circuitry.
- Do not leave the device where others can handle and possibly damage the device.
- While the device is still in its static-protective package, touch it to an unpainted metal part of the server for at least 2 seconds. (This drains static electricity from the package and from your body.)
- Remove the device from its package and install it directly into your server without setting it down. If it is necessary to set the device down, place it in its static-protective package. Do not place the device on your server cover or on a metal table.
- Take additional care when handling devices during cold weather because heating reduces indoor humidity and increases static electricity.



---

## Chapter 2. Installing the tower-to-rack conversion kit

This section provides the information for converting your tower model server to a rack-mounted system.

**Note:** This kit is designed for converting a number of different models. Your model might look different from the models illustrated, and some parts of the kit might not be used.

---

### Preparing your server

Complete the following steps to prepare your server.

1. Read the safety information beginning on page v, “Installation guidelines” on page 3, and “Handling static-sensitive devices” on page 3.
2. Shut down the server operating system.
3. Turn off the server and disconnect all cables.

**Note:** For instructions on how to turn off your server, refer to the documentation that comes with your server.

---

### Removing the covers, bezel, and feet

Complete the following steps to remove the covers, bezel, and feet from your server.

1. Remove the left-side cover.
  - a. Unlock, open, and remove the server door, if necessary; then, locate the cover-release latch on the front of the server.

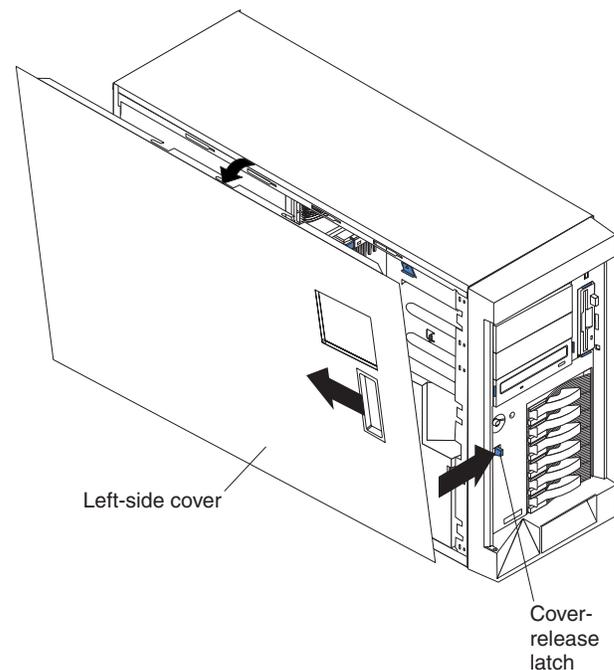


Figure 2. Removing the left-side cover



3. Remove the right-side cover.
  - a. Open the two cable-restraint brackets on the rear of the server.
  - b. From the rear of the server, remove the screws that hold the right-side cover in place. (The number of screws varies depending on the model.)

**Note:** You will need to save the screws removed in this step for future use in step 2c on page 12.

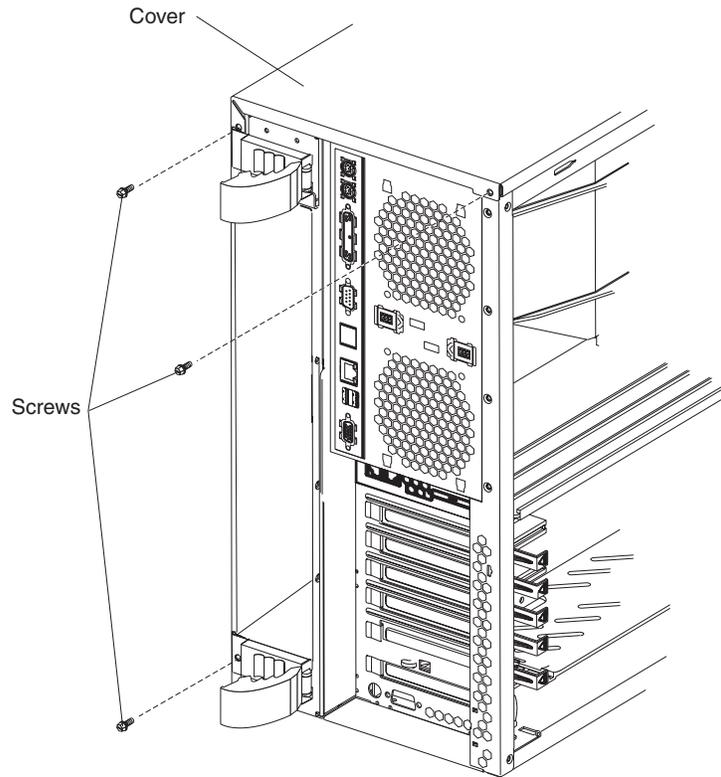


Figure 4. Removing the right-side cover

- c. Slide the right-side cover toward the rear of the server about 25 mm (1 in.); then, lift the right-side cover away from the server. Store the right-side cover for potential future use.

- Remove the four feet from the bottom of the server.

**Statement 4:**



≥ 18 kg (39.7 lb)



≥ 32 kg (70.5 lb)

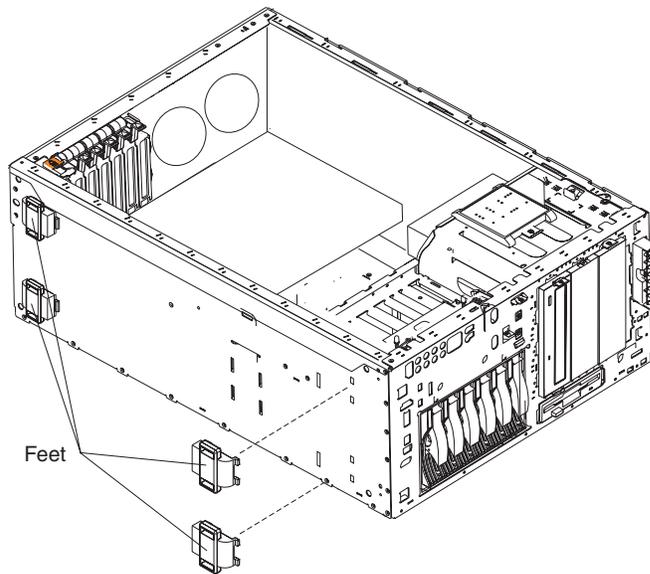


≥ 55 kg (121.2 lb)

**CAUTION:**

**Use safe practices when lifting.**

- Carefully position the server on a flat surface as shown in the following illustration. The feet should hang over the edge of the flat surface to ease removal.



*Figure 5. Removing the server feet*

- Press in on the clips holding the feet in place; then, rotate the feet away from the server. In some cases, you might need a screwdriver to pry the feet from the server. Store the feet in a safe place for potential future use.

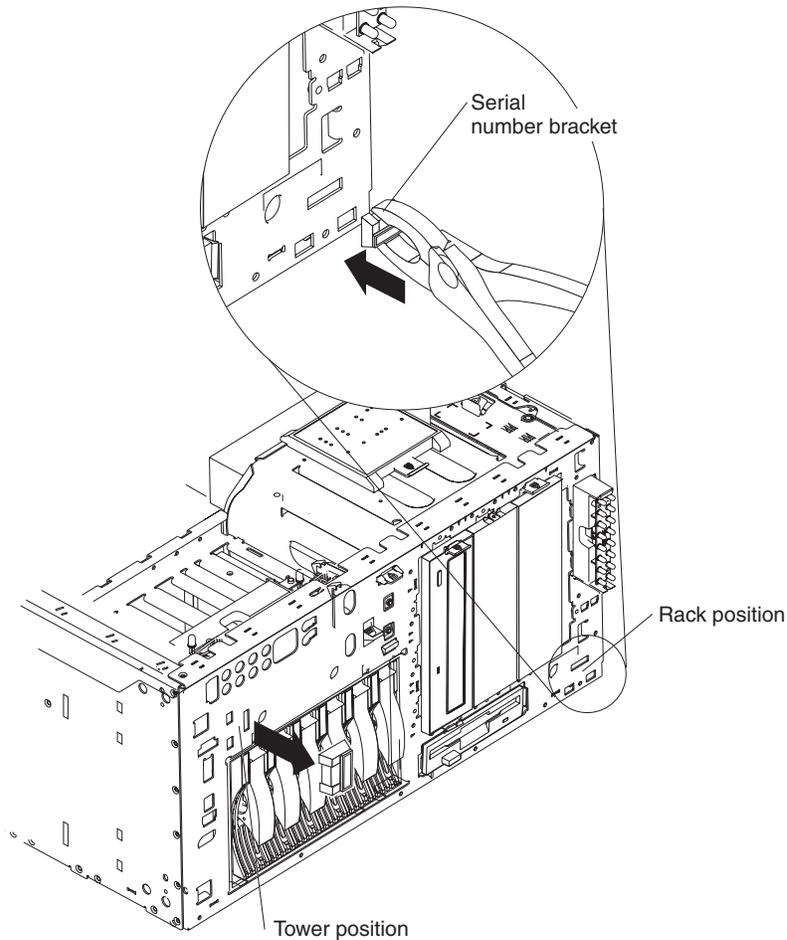
---

## Relocating and installing hardware, covers, and bezel

Complete the steps in this section to:

- Move the serial number bracket
- Install the new bottom cover
- Move the power-switch panel to the new location
- Remove the operator information panel
- Locate the operator information panel cable connector on the system board
- Install the operator information panel in the new location
- Route the operator information panel cable
- Remove the M4 screws
- Install two M4 screws on the opposite side of the server
- Reposition the non-hot-swap drives
- Install the release-latch-bracket assemblies
- Install the new bezel
- Install the new top cover and service label
- Install the rack-support wheels

1. Move the serial number bracket to the rack position on the front of the server.
  - a. Use a pair of pliers to compress the locking tab on the serial number bracket and rotate the top half of the bracket away from the server.



*Figure 6. Removing and installing the tower serial number bracket*

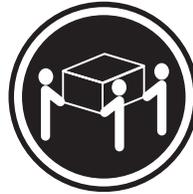
- b. Pull the bracket away from the server.
- c. Position the serial number bracket as shown in figure 6.
- d. Place the two rear tabs of the serial number bracket into the two small openings on the server.
- e. Rotate the top half of the serial number bracket toward the server pressing the locking tab into the matching hole on the server.

2. Install the new bottom cover that comes with this kit as shown in figure 7:

**Statement 4:**



≥ 18 kg (39.7 lb)



≥ 32 kg (70.5 lb)



≥ 55 kg (121.2 lb)

**CAUTION:**

**Use safe practices when lifting.**

- a. Carefully turn the server top-side down on a flat surface and place the bottom cover on the server.

**Note:** The new bottom cover is different from the top cover.

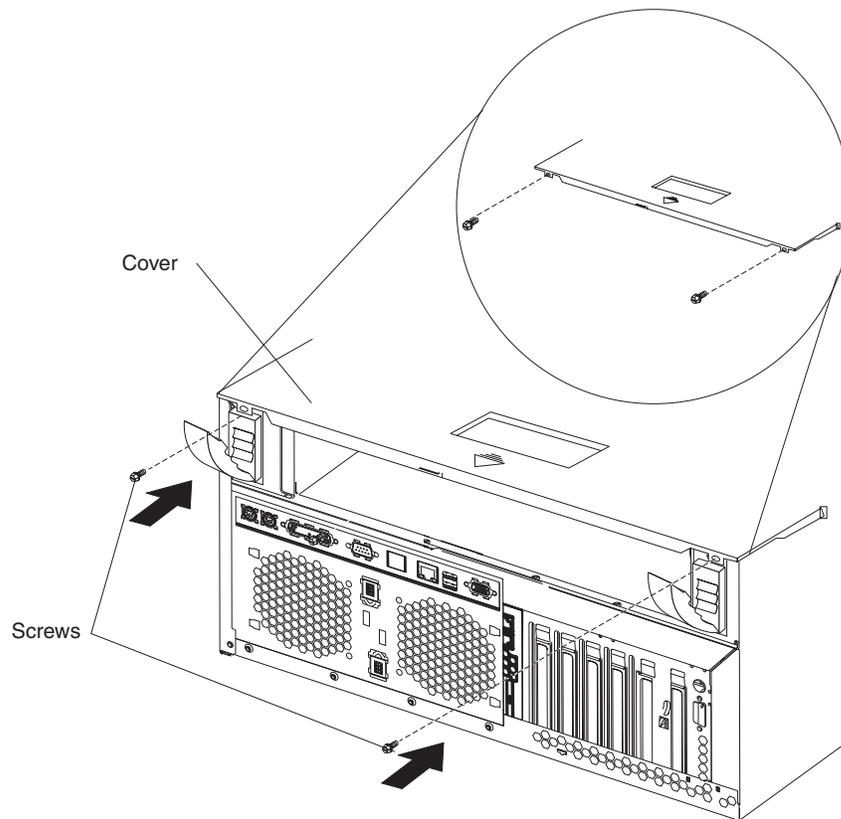


Figure 7. Installing the new bottom cover

- b. Align the bottom cover with the frame of the server; then, slide the cover toward the front, making sure that the tabs on the rear and front of the cover fit into the slots on the rear and front of the server.

- c. Secure the bottom cover in place with two of the screws that you removed in step 3b on page 7.
  - d. Close the cable-restraint brackets on the rear of the server.
  - e. To continue with the next installation procedure, carefully turn the server top-side up on a flat surface.
3. Move the power-switch panel to the new location.
    - a. Remove the front fans and housing from the front of the server. See the *Option Installation Guide* or *Hardware Maintenance Manual* on the *IBM xSeries Documentation CD* for information on how to remove the fans and housing.
    - b. Remove the power-switch panel by pressing down and inward on the top tab.

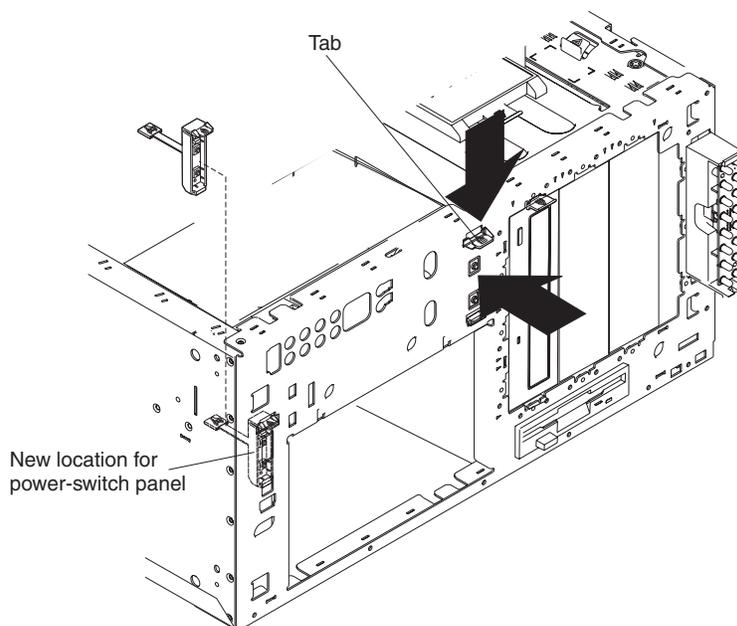


Figure 8. Moving the power-switch panel

- c. From the inside of the server, align the panel with its new location; then, place the square end of the power-switch panel into the bottom opening.
- d. Press the other end of the power-switch panel toward the front of the server until it snaps into place.

4. Remove the operator information panel.
  - a. Press up firmly on the bottom of the operator information panel bracket at the point closest to the chassis.

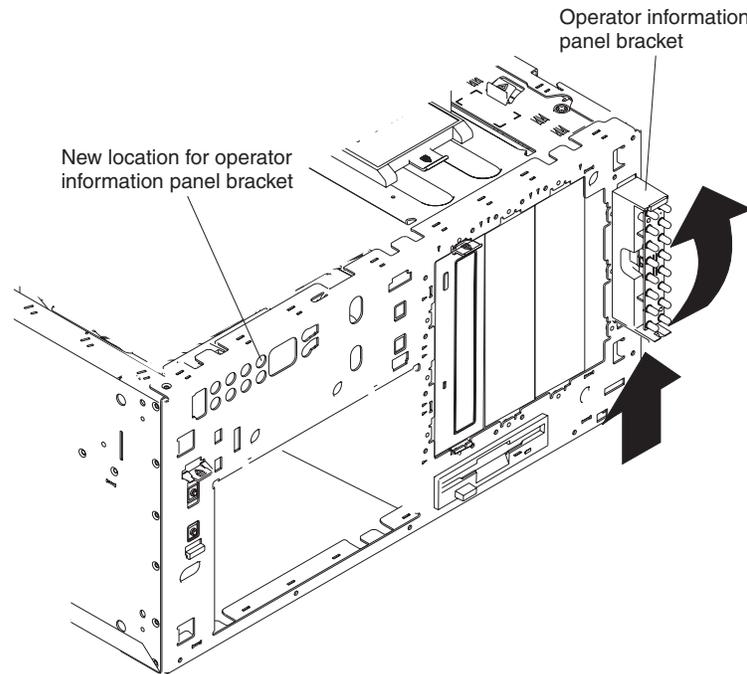


Figure 9. Removing the operator information panel

- b. Remove the bracket so that you can move it to the new location.
5. Disconnect the operator information panel cable from the system board connector.

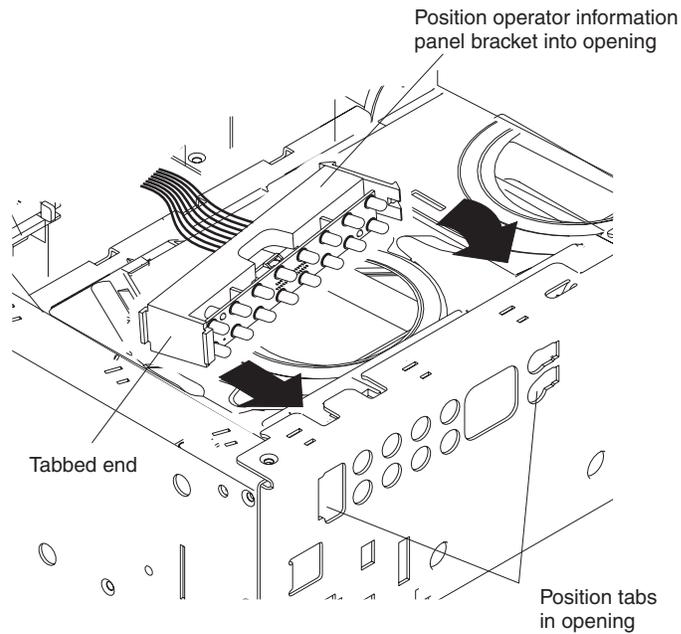
**Note:** Check the system service label on the server cover to find the operator information panel cable connector location for your server.

- a. Locate the operator information panel cable connector on the system board.
- b. Pull the cable all the way through the opening at the old position of the operator information panel.

**Note:** Make sure you do not disconnect any other cables while you complete this step.

6. Install the operator information panel in the new location.
  - a. Place the tabbed end of the operator information panel bracket into the opening, aligning the LEDs so that they show through the holes in the server front.

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

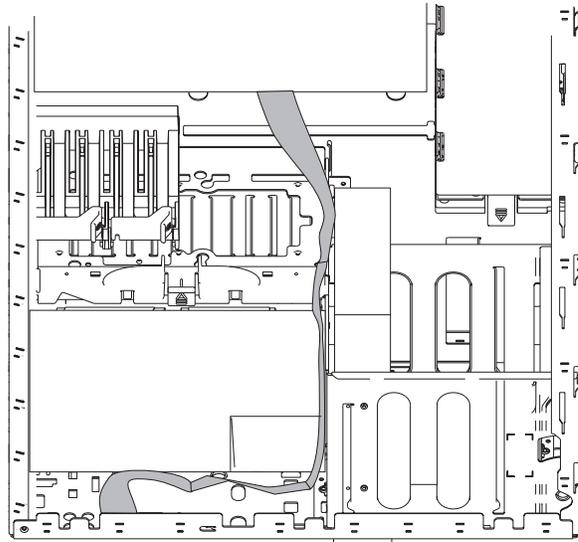


*Figure 10. Installing the operator information panel in the new location*

- b. Press the latch end of the bracket through the other opening until the operator information panel snaps into place.
    - c. Reinstall the front fans and housing.

7. Route the operator information panel cable between the non-hot-swap drive cage and the front fan assembly, so that it is out of the way and will not be pinched.

**Attention:** Make sure the cable does not obstruct the vent.



Front of Server

Figure 11. Routing the operator information panel cable

8. Remove the four M4 screws from the server as shown in figure 12. Save two of these screws are for use in step 9 on the following page and discard the remaining screws or store them for future use.

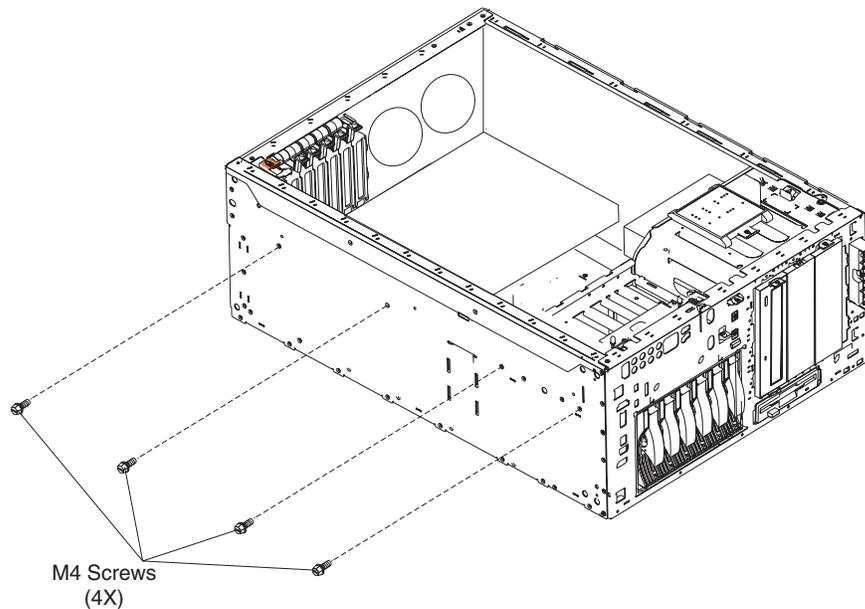


Figure 12. Removing the four M4 screws

9. Install two cover retention M4 screws in the top holes on the opposite side of the server as shown in figure 13. These screws are used to secure the top cover to the server.

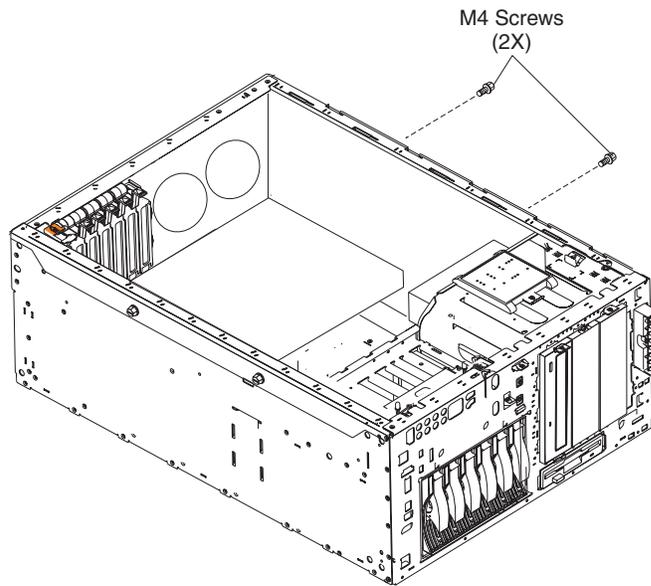


Figure 13. Installing two M4 screws

10. Reposition the CD-ROM drive and any other drives or filler panels in the non-hot-swap drive bays for rack operation.
  - a. Unlatch the side release for each drive or filler panel; then, pull the drives or filler panels out of the server.

**Note:** You might need to disconnect the cables when repositioning the drives.

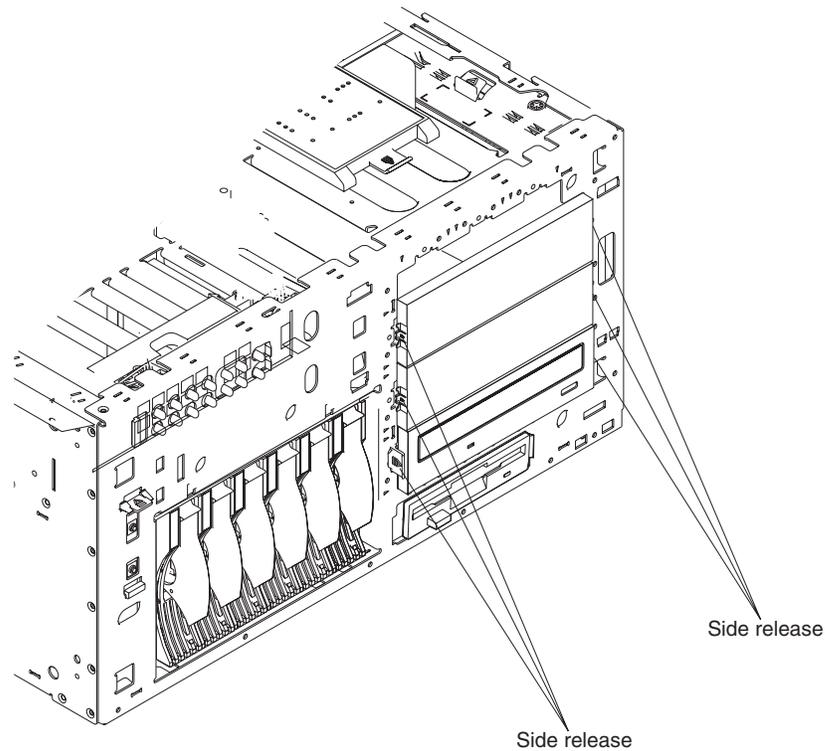


Figure 14. Repositioning the non-hot-swap drives

- b. Reposition the drives so that they are top-side up and horizontal; then, insert the drives into the server. If you disconnected the drive cables, reconnect them.
    - c. Look for the *top* label on the filler panels; then, insert them into the unused bays.

11. Install the release-latch bracket assemblies that come with this kit.
  - a. Insert the bracket tab into the slot on the left-side of the server until the upper notch on the bracket tab aligns with the side of the server.

**Note:** The left bracket is stamped with an L, and the right bracket is stamped with an R.

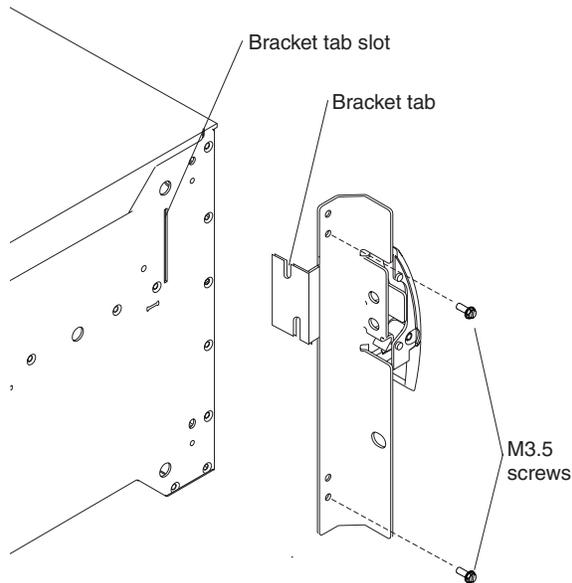
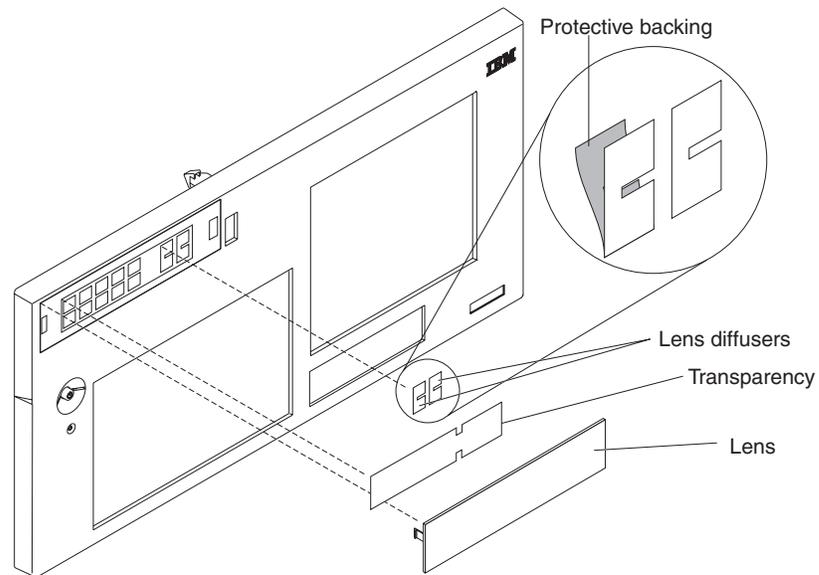


Figure 15. Installing the release-latch bracket assemblies

- b. Push the bracket up until the holes in the bracket align with the holes in the side of the server; then, secure the bracket with two M3.5 x 7 mm screws that come with this kit.
    - c. Repeat steps 11a and 11b to install the right-side release-latch bracket assembly.
12. Select the transparency for your server.
  - a. Compare the transparencies in the kit against the transparency installed in the bezel that was removed in step 2 on page 6.
  - b. Discard the transparency that does not match the one installed in the bezel.

13. Install the lens defussers, transparency, and lens into the new bezel that comes with this kit.
  - a. Peel the protective backing from the lens defussers.



*Figure 16. Installing the lens defussers, transparency, and lens*

- b. Fit the lens defussers into the notched cutouts as shown in figure 16.
- c. Position the transparency as shown in figure 16; then, fit the transparency over the square holes in the bezel, using the recess as a guide.
- d. Fit the lens over the transparency.

14. Install the new bezel.
  - a. Align the tabs on the back of the bezel with the tab openings on the front of the server.

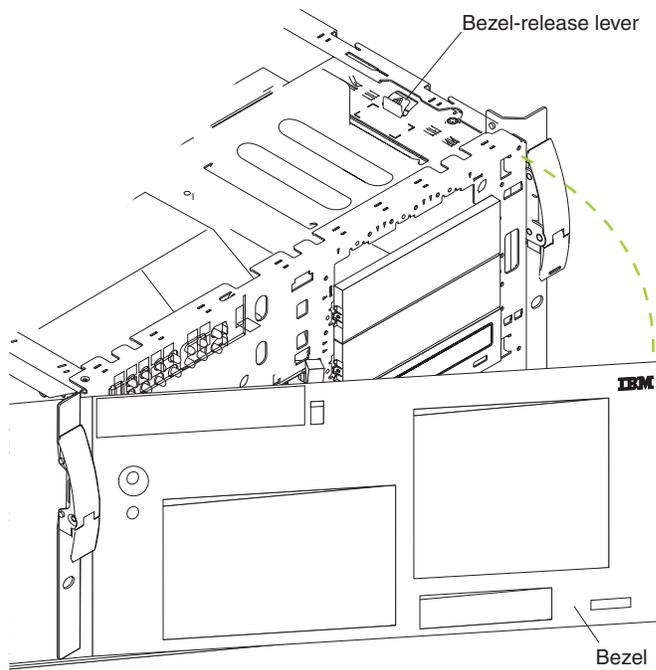


Figure 17. Installing the new bezel

- b. Swing the bezel toward the server and press until it snaps into place.

15. Install the new top cover that comes with this kit.
  - a. Align the top cover with the top of the server, about 25 mm (1 in.) from the front of the server.

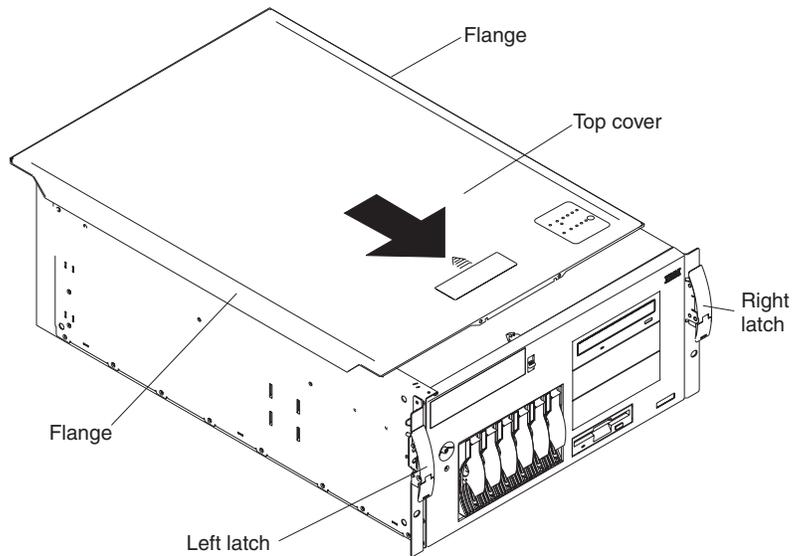
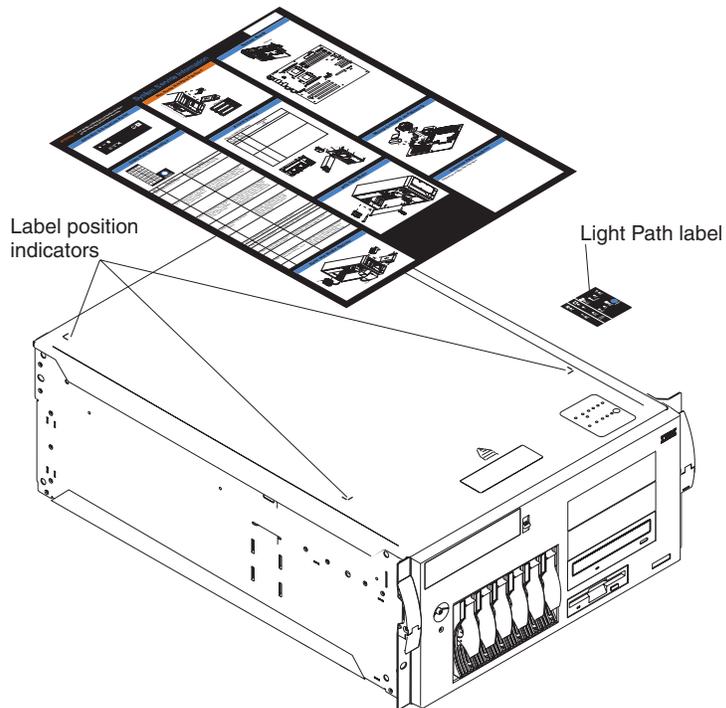


Figure 18. Installing the top cover

- b. Hold the top cover against the server and slide it toward the front until the cover snaps into place.  
  
**Note:** Ensure that the tabs on the back of the cover fit into the slots on the back of the server. Be sure that the front edge of the cover is flat against the server.
16. Select the system service label and light path label for your server.
  - a. Compare the labels in the kit against the labels on the left-side cover that was removed in step 1 on page 5.
  - b. Discard the labels that do not match the ones on the left-side cover.

17. Install the new system service label and light path label.
  - a. Attach the new system service label for your server on the outside surface of the top cover.

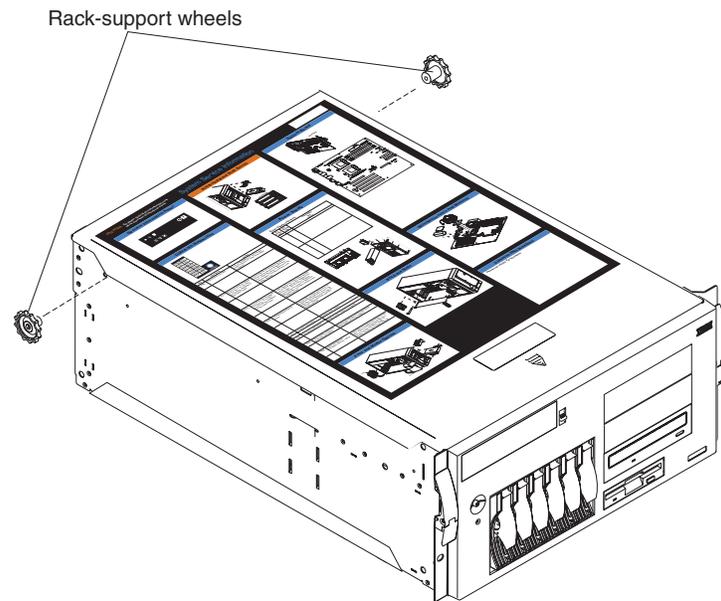
**Note:** Ensure that the system service label for your server aligns with the label position indicators on the top of the cover.



*Figure 19. Installing the system service and light path labels*

- b. Line up the new light path label with the remind button and LEDs on the cover; then, attach the light path label to the cover.
18. Store the parts you removed during the conversion in a safe place for potential future use.

19. Install the two blue rack-support wheels that come with this kit.
  - a. Locate the threaded screw holes on the server as shown in the illustration.



*Figure 20. Installing the rack-support wheels*

- b. Attach the rack-support wheels to the sides of the server by rotating the wheels in a clockwise direction into the threaded screw holes, near the rear of the server. (These wheels are used to help align the server when you install it in the rack and will be removed later.)
20. Use Chapter 3, “Rack installation instructions,” on page 25 and the template that comes with this kit to install the server into a rack cabinet.



## Chapter 3. Rack installation instructions

Review the documentation that comes with your rack cabinet for safety and cabling information. Before installing your server in a rack cabinet, review the following guidelines:

- Make sure that the room air temperature is below 35°C (95°F).
- Do not block any air vents; usually, 15 cm (6 in.) of air space in the rear and 5 cm (2 in.) in the front provides proper airflow.
- Plan the device installation starting at the bottom of the rack cabinet.
- Install the heaviest device in the bottom of the rack cabinet.
- Do not extend more than one device out of the rack cabinet at the same time.
- Remove the rack doors and side panels to provide easier access during installation.
- Connect the server to a properly grounded outlet.
- Do not overload the power outlet when installing multiple devices in the rack cabinet.
- The slide rails in this kit come preset to the correct length for installation in an IBM rack cabinet, and they are adjustable for other rack cabinets.
- The slide rails are marked (RIGHT/FRONT and LEFT/FRONT) for proper placement on the rack-cabinet flanges.



This symbol identifies a Caution statement. Always read the information that accompanies this symbol before you proceed with the installation.

### Safety Information, Statement 4



Use safe practices when lifting.



≥18 kg (39.7 lb)



≥32 kg (70.5 lb)



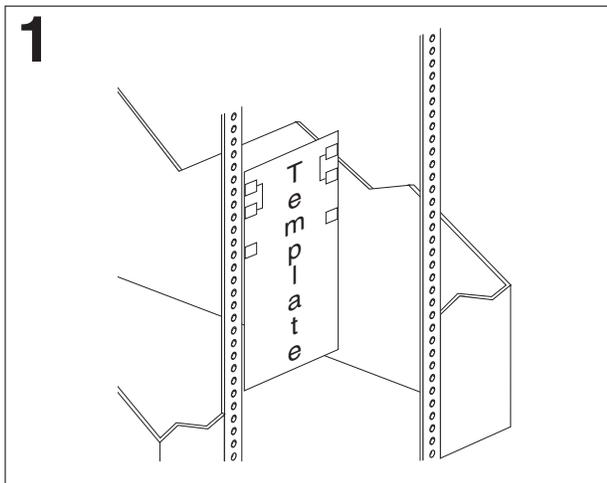
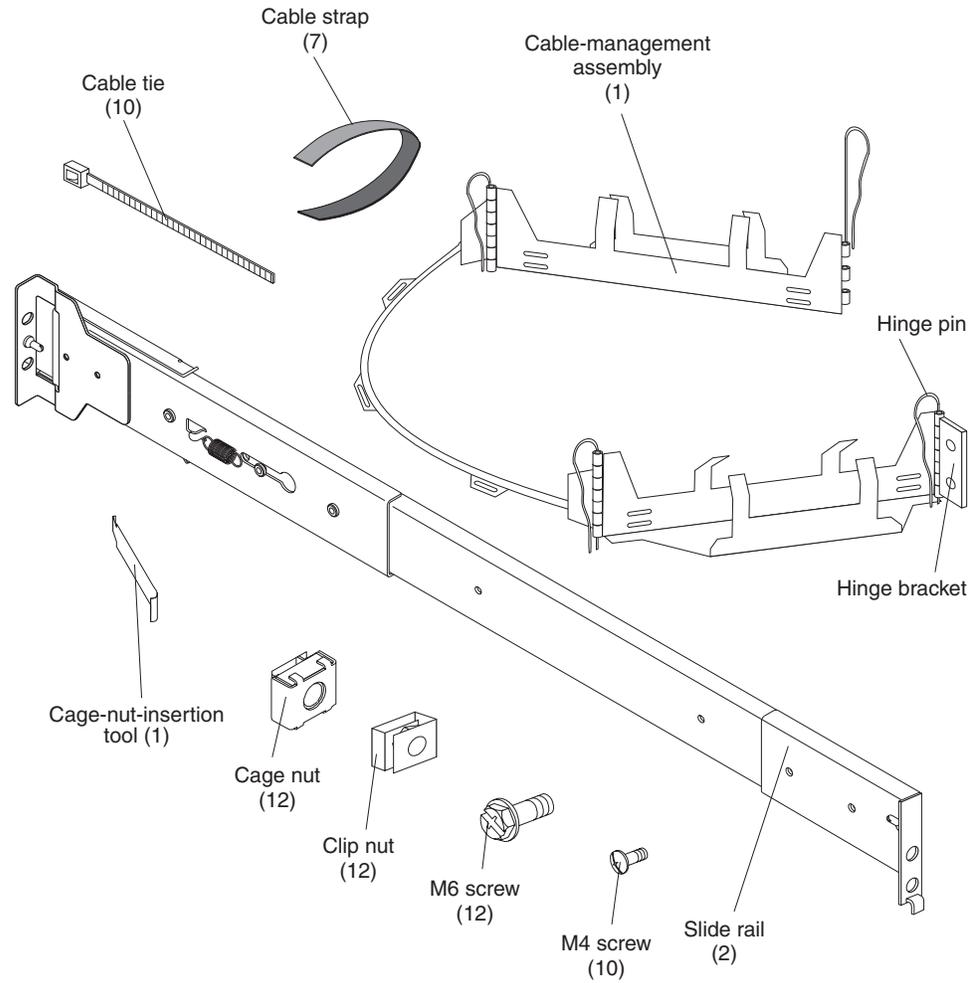
≥55 kg (121.2 lb)

### Rack Safety Information, Statement 6

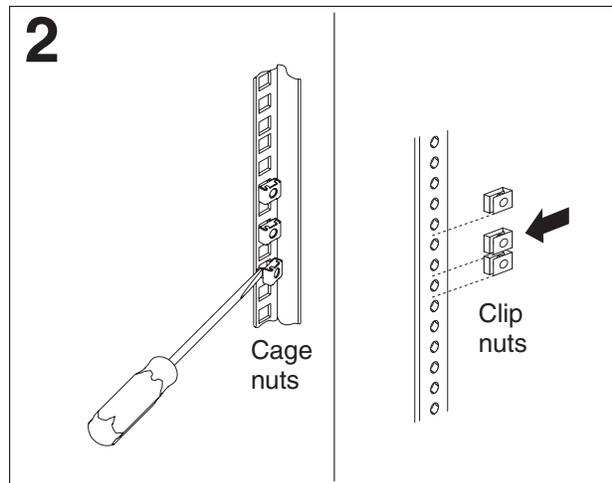


Do not place any objects on top of a rack-mounted device unless that rack-mounted device is intended for use as a shelf.

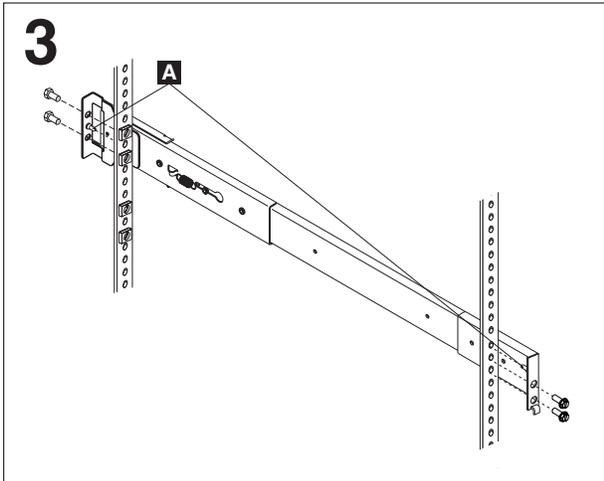
This server does not require any tools for the installation procedure unless you are shipping the server in the rack cabinet. If you are shipping the server in the rack cabinet, you need a Phillips screwdriver. The following illustration shows the items that you need for installing the server in a rack cabinet. If any items are missing or damaged, contact your place of purchase.



**1** Position the template on the rack so that the edges of the template do not overlap any other devices to be installed. Line up and select the holes on the front and rear of the rack in the locations indicated by the arrows on the attached template.

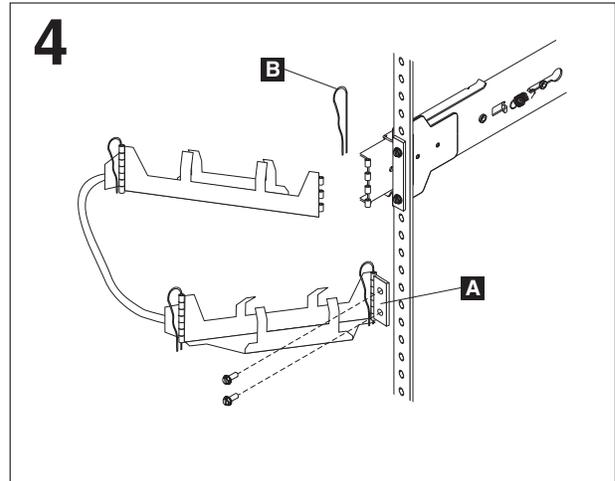


**2** Use the cage-nut-insertion tool or a screwdriver to install the cage nuts, or the clip nuts, as required for your rack, into the selected holes.  
**Note:** For racks with square holes, use the cage nuts. For racks with round holes, use clip nuts.



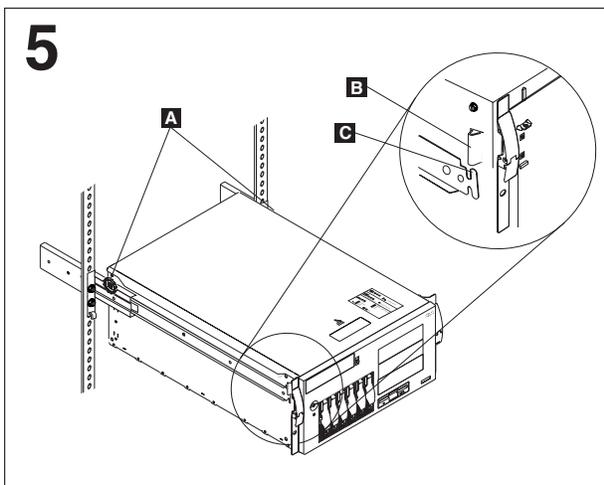
Use the pins **A** on the slide rail to align the slide rail to the rack. Insert and fully tighten both front M6 screws; then, insert and partially tighten both rear M6 screws.

**Note:** The slide rails are labeled for the left and right.



Use the M6 screws to attach the hinge bracket **A** to the rear of the rack. Then, use the hinge pin **B** to attach the cable-management assembly to the slide rail.

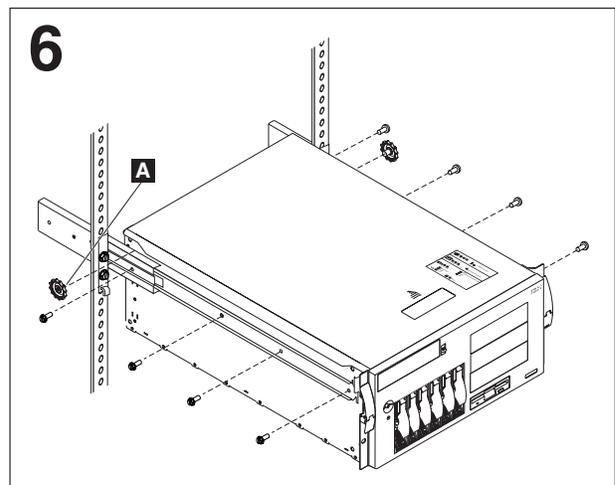
**Note:** Ensure that the location of the hinge bracket **A** does not interfere with access to other rack-mounted devices.



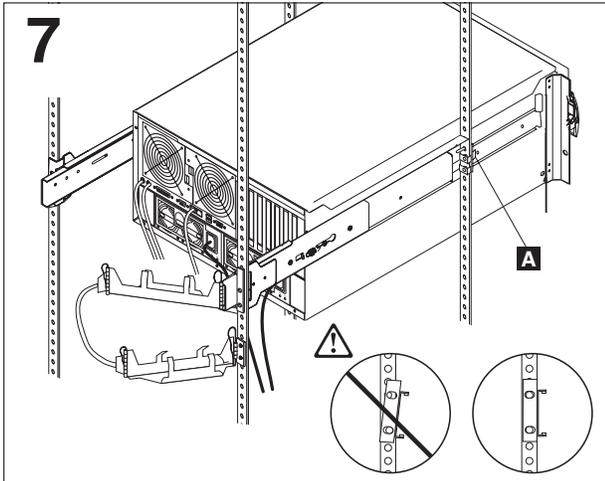
**Attention:** To avoid injury, do not place your fingers around the blue rack-support wheels **A** when lowering the server onto the rails (The blue rack-support wheels are used to help align the server as you install it in the rack. You will be instructed to remove them later.)

Fully extend the slide rails out of the rack. Lift the server above the rails; then, rest the rack-support wheels **A** on the slide rails. Lower the front of the server onto the slide rails.

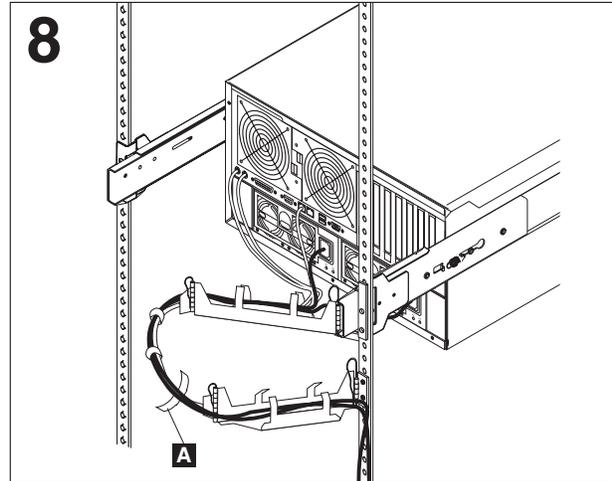
**Note:** Be sure that the bracket notches **B** on the front of the server fit securely on the tabs **C** located on the front of the slide rails.



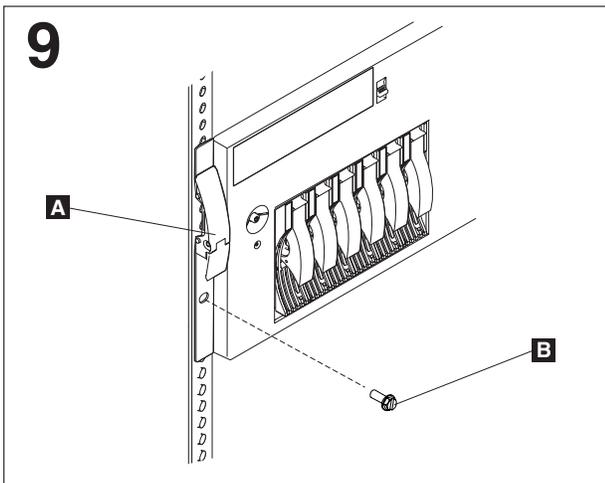
Use the M4 screws to secure the server to the rails. Unscrew the rack-support wheels **A** and store them for potential future use.



Press in on the safety latches **A** and slide the server fully into the rack. Ensure that the rear slide rail brackets are vertically aligned; then, fully tighten the rear M6 screws. Slide the server halfway out of the rack; then, loosen the front M6 screws. While one person supports and slightly lifts the front of the server, ensure that the front brackets are vertically aligned and fully retighten the front M6 screws. Connect all external cables to the server.



Route all the cables through the cable-management assembly as shown. Then, use the cable straps **A** to secure the cables to the cable-management assembly.



Slide the server into the rack until the release latches **A** on the front of the server snap shut. Then, insert the M6 screws **B** through the release-latch-bracket assembly.

**Note:** Inserting the M6 screws **B** is optional, unless you are moving the rack or the rack is in a vibration-prone area.

See your server documentation to complete the installation.

Store these instructions with the documentation that comes with your server.

To remove the server from the rack, reverse these instructions.

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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/>. If you click **Profile** from the support page, you can create a customized support page. The support page has many sources of information and ways for you to solve problems, including:

- Diagnosing problems, using the IBM Online Assistant
- Downloading the latest device drivers and updates for your products
- Viewing Frequently Asked Questions (FAQ)
- Viewing hints and tips to help you solve problems
- Participating in IBM discussion forums
- Setting up e-mail notification of technical updates about your products

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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.

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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.

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 Z125-4753-08 04/2004

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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 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 contact IBM for service, you must follow the problem determination and resolution procedures that IBM specifies. An initial diagnosis of your problem can be made either by a technician over the telephone or electronically by access to an IBM website.

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), IBM will ship the CRU to you for you to install.

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

**Jurisdiction:** *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.

#### **BOLIVIA**

**Jurisdiction:** *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the courts of the city of La Paz.

#### **BRAZIL**

**Jurisdiction:** *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.

#### **CHILE**

**Jurisdiction:** *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Civil Courts of Justice of Santiago.

## **COLOMBIA**

**Jurisdiction:** *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges of the Republic of Colombia.

## **EQUADOR**

**Jurisdiction:** *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges of Quito.

## **MEXICO**

**Jurisdiction:** *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Federal Courts of Mexico City, Federal District.

## **PARAGUAY**

**Jurisdiction:** *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the courts of the city of Asuncion.

## **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").

## **URUGUAY**

**Jurisdiction:** *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the City of Montevideo Court's Jurisdiction.

## **VENEZUELA**

**Jurisdiction:** *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Courts of the Metropolitan Area Of the City of Caracas.

## **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 AND LAOS

**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, AND LAOS

**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.

### **How to Obtain Warranty Service:**

*Add the following paragraph in **Western Europe** (Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country subsequently added to the European Union, as from the date of accession):*

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.

If you purchase a Machine in one of the Western European countries, as defined above, 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.

### **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:***

The warranty for Machines acquired in EU countries is valid and applicable in all EU countries provided the Machines have been announced and made available in such countries.

**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

## **CONSUMERS**

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.

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

**The provisions of this Statement of Limited Warranty replace any applicable statutory warranties.**

**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 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, IBM will reimburse you for the transportation charges for the delivery of the failing Machine to IBM.

**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.

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.

## Machine - IBM 5UX24D Tower-to-Rack Conversion Kit

| Country or Region of Purchase  | Warranty Period                 | Type of Warranty Service* |
|--|---------------------------------|---------------------------|
| Japan  | Parts - 3 years, labor - 1 year | 5                         |
| Worldwide  | Parts and labor - 3 years       | 5                         |
| * See " <a href="#">Types of Warranty Service</a> " for the legend and explanations of warranty-service types. |                                 |                           |

### 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 provides replacement CRUs to you for you to install. CRU information and replacement instructions are shipped with your Machine and are available from IBM at any time on your request. Installation of Tier 1 CRUs is your responsibility. If IBM installs a Tier 1 CRU at your request, you will be charged for the installation. You may install a Tier 2 CRU yourself or request IBM to install it, at no additional charge, under the type of warranty service designated for your Machine. IBM specifies in the materials shipped with a replacement CRU whether a defective CRU must be returned to IBM. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if IBM does not receive the defective CRU within 30 days of your receipt of 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.

#### 5. **CRU and On-site Service**

This type of Warranty Service is a combination of Type 1 and Type 2 (see above).

**6. CRU and Courier or Depot Service**

This type of Warranty Service is a combination of Type 1 and Type 3 (see above).

**7. CRU and Customer Carry-In or Mail-In Service**

This type of Warranty Service is a combination of Type 1 and Type 4 (see above).

**When a 5, 6 or 7 type of warranty service is listed, IBM will determine which type of warranty service is appropriate for the repair.**

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

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

**EU Country Telephone List**

Phone numbers are subject to change without notice. For the warranty service contact telephone number in a country subsequently added to the EU and not yet reflected in the list below, contact IBM in that country or visit the website above for a current telephone listing.

|                                    |                                    |
|------------------------------------|------------------------------------|
| Austria -- +43-1-24592-5901        | Latvia -- +386-61-1796-699         |
| Belgium -- +32-70-23-3392          | Lithuania -- +386-61-1796-699      |
| Cyprus -- +357-22-841100           | Luxembourg -- +352-298-977-5063    |
| Czech Republic -- +420-2-7213-1316 | Malta -- +356-23-4175              |
| Denmark -- +45-4520-8200           | Netherlands -- +31-20-514-5770     |
| Estonia -- +386-61-1796-699        | Poland -- +48-22-878-6999          |
| Finland -- +358-8001-4260          | Portugal -- +351-21-892-7147       |
| France -- +33-238-557-450          | Slovakia -- +421-2-4954-1217       |
| Germany -- +49-1805-253553         | Slovenia -- +386-1-4796-699        |
| Greece -- +30-210-680-1700         | Spain -- +34-91-714-7983           |
| Hungary -- +36-1-382-5720          | Sweden -- +46-8-477-4420           |
| Ireland -- +353-1-815-4000         | United Kingdom -- +44-1475-555-055 |
| Italy -- +39-800-820-094           |                                    |

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## Appendix C. Notices

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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.

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







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