

IBM @server Tape Drive Enablement Kit



Installation Guide

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Installation Guide

Note: Before using this information and the product it supports, read the general information in Appendix A, "Getting help and technical assistance," on page 13, Appendix B, "IBM Statement of Limited Warranty Z125-4753-07 11/2002," on page 15, and Appendix C, "Notices," on page 37.

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Contents

Safety	v
Chapter 1. Introduction	1
Related documentation	1
Notices and statements used in this document	3
Inventory checklist	3
Chapter 2. Installing a tape drive	5
Additional hardware requirements	5
Installation guidelines	5
Handling static-sensitive devices.	6
Installing the tape drive in the tape drive carrier	6
Installing the tape drive assembly in the xSeries 365 server	8
Completing the installation	11
Appendix A. Getting help and technical assistance	13
Before you call	13
Using the documentation.	13
Getting help and information from the World Wide Web	14
Software service and support	14
Hardware service and support	14
Appendix B. IBM Statement of Limited Warranty Z125-4753-07 11/2002	15
Part 1 - General Terms.	15
Part 2 - Country-unique Terms	19
Part 3 - Warranty Information	33
Appendix C. Notices	37
Edition notice	38
Trademarks	38
Important notes	39
Product recycling and disposal	40
Index	41

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.

在安裝本產品之前，請仔細閱讀 **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.

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

Statement 2:



CAUTION:

When replacing the lithium battery, use only IBM Part Number 33F8354 or an equivalent type battery recommended by the manufacturer. If your system has a module containing a lithium battery, replace it only with the same module type made by the same manufacturer. The battery contains lithium and can explode if not properly used, handled, or disposed of.

Do not:

- **Throw or immerse into water**
- **Heat to more than 100°C (212°F)**
- **Repair or disassemble**

Dispose of the battery as required by local ordinances or regulations.

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.



Class 1 Laser Product
Laser Klasse 1
Laser Klass 1
Luokan 1 Laserlaite
Appareil À Laser de Classe 1

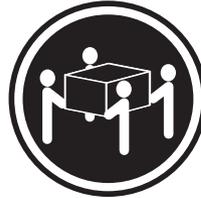
Statement 4:



≥ 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 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. Introduction

This *Installation Guide* contains instructions for installing a tape drive into the tape drive carrier and then installing this assembly into your xSeries 365 server.

Related documentation

The following related documentation is provided with your server:

- *User's Guide*

This document is in Portable Document Format (PDF) on the IBM® *xSeries*® Documentation CD. It contains general information about your server, including information about features, how to configure the server, and how to get help.

- *Installation Guide*

This printed document contains instructions for setting up your server and basic instructions for installing some options.

- *Option Installation Guide*

This document is in PDF on the IBM *xSeries Documentation* CD. It contains detailed instructions for installing, removing, and connecting optional devices that your server supports.

- *Safety Information*

This document is in PDF on the IBM *xSeries Documentation* CD. It contains translated caution and danger statements. Each caution and danger statement that appears in the documentation has a number that you can use to locate the corresponding statement in your language in the *Safety Information* document.

- *Rack Installation Instructions*

This printed document contains instructions for installing your server in a rack.

- *Hardware Maintenance Manual and Troubleshooting Guide*

This document is in PDF on the IBM *xSeries Documentation* CD. It contains information to help you solve problems yourself, and it contains information for service technicians.

Depending on your server model, additional documentation might be included on the IBM *xSeries Documentation* CD.

Your server might have features that are not described in the documentation that you received with the server. The documentation might be updated occasionally to include information about those features, or technical updates

might be available to provide additional information that is not included in your server documentation. These updates are available from the IBM Web site. Complete the following steps to check for updated documentation and technical updates:

1. Go to <http://www.ibm.com/pc/support/>.
2. In the **Learn** section, click **Online publications**.
3. On the "Online publications" page, in the **Brand** field, select **Servers**.
4. In the **Family** field, select your server type.
5. Click **Continue**.

Notices and statements used in this document

The caution and danger statements that appear in this document are also in the multilingual *Safety Information* document, which is on the IBM *xSeries Documentation* CD. Each statement is numbered for reference to the corresponding statement in the *Safety Information* document.

The following notices and statements are used in the documentation:

- **Notes:** These notices provide important tips, guidance, or advice.
- **Important:** These notices provide information or advice that might help you avoid inconvenient or problem situations.
- **Attention:** These notices indicate potential damage to programs, devices, or data. An attention notice is placed just before the instruction or situation in which damage could occur.
- **Caution:** These statements indicate situations that can be potentially hazardous to you. A caution statement is placed just before the description of a potentially hazardous procedure step or situation.
- **Danger:** These statements indicate situations that can be potentially lethal or extremely hazardous to you. A danger statement is placed just before the description of a potentially lethal or extremely hazardous procedure step or situation.

Inventory checklist

The IBM Tape Drive Enablement Kit contains the following items:

- Tape drive carrier
- Snubbers (2)
- Screws (4)
- Spacer
- One 1-meter SCSI cable (39 in.)
- One 0.61-meter SCSI cable (24 in.) (not required for the xSeries 365 server)
- Internal two-drop power cable (not required for the xSeries 365 server)
- This documentation, which includes warranty information for this kit

The illustration on page 6 shows the tape drive carrier, snubbers, screws, and spacer.

Store this document with your server documentation for future reference.

Chapter 2. Installing a tape drive

This chapter describes how to install a DDS Gen 5 tape drive into the tape drive carrier that is contained in this IBM Tape Drive Enablement Kit option, and then install the completed assembly in the server.

The tape drive assembly occupies two hard disk drive bays (one upper and one lower) in the server. When a tape drive is installed, you can install a maximum of four hot-swap hard disk drives in the server.

The IBM Tape Drive Enablement Kit option supports one IBM DDS Gen 5 tape drive.

Additional hardware requirements

In addition to the IBM Tape Drive Enablement Kit option, you must have the following items to install a tape drive:

- A correctly configured DDS Gen 5 tape drive (see the documentation that comes with the tape drive)
- A 3.5-inch tape drive bezel (which comes with the tape drive)

Installation guidelines

Before you begin installing options in your server, read the following information:

- Read the safety information beginning on page v and the guidelines in “Handling static-sensitive devices” on page 6. This information will help you work safely with your server and options.
- Make sure that you have an adequate number of properly grounded electrical outlets for your server, tape drive, and other devices that you will connect to the server.
- Have a small Phillips screwdriver available.
- Have a small flat-blade screwdriver available.
- Blue on a component indicates touch points, where you can grip the component to remove it from or install it in the server, open a latch, and so on.
- For a list of supported options for your server, go to <http://www.ibm.com/pc/compat/>.

Handling static-sensitive devices

Attention: Static electricity can damage electronic devices, including your tape drive and 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 damage from electrostatic discharge, follow the instructions that comes with your tape drive and observe the following precautions:

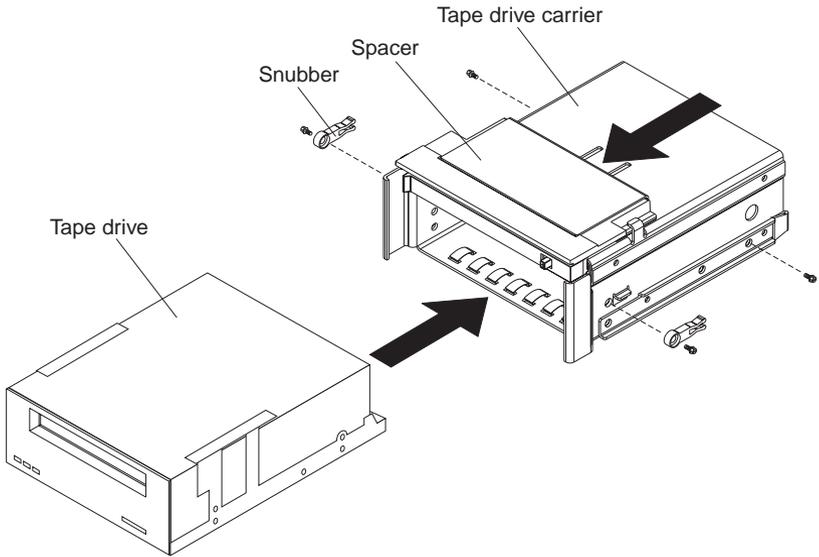
- Limit your movement. Movement can cause static electricity to build up around you.
- Wear an electrostatic-discharge wrist strap, if one is available.
- Handle the tape drive carefully, holding it by its edges or its frame.
- Do not touch solder joints, pins, or exposed circuitry.
- Do not leave the tape drive where others can handle and damage it.
- While the tape drive 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 tape drive from its package and install it directly into the tape drive carrier without setting down the tape drive. If it is necessary to set down the tape drive, place it back into its static-protective package. Do not place the tape drive on your server cover or on a metal surface.
- After you install the tape drive in the tape drive carrier, place the tape drive assembly on top of a static-protective package on an unpainted metal part of the server for 10 seconds.
- Take additional care when handling devices during cold weather. Heating reduces indoor humidity and increases static electricity.

Installing the tape drive in the tape drive carrier

Complete the following steps to install a tape drive in the tape drive carrier:

1. Review the safety information beginning on page v, and “Installation guidelines” on page 5.
2. Follow the instructions in the documentation that comes with the tape drive to install a 3.5-inch bezel on the tape drive unit.

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

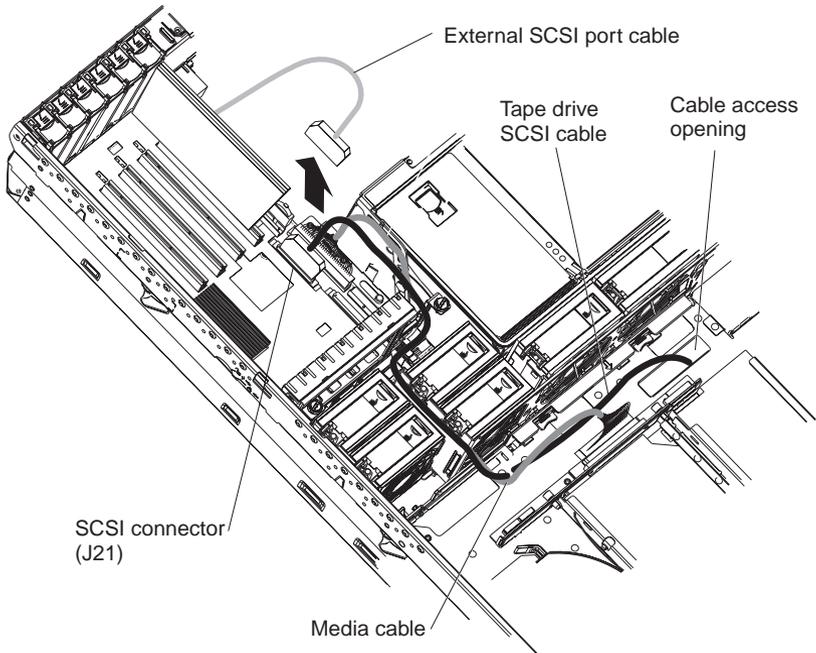


3. Slide the spacer onto the top of the tape drive carrier.
4. Gently push the tape drive into the tape drive carrier until the bezel on the tape drive is flush with the front of the carrier.
5. Secure the rear of the tape drive carrier to the tape drive using two screws from the option kit as shown in the illustration.
6. Attach a blue snubber to each side of the tape drive carrier. Position the snubber just above the rail and fasten it to the carrier with a screw as shown in the illustration.

Installing the tape drive assembly in the xSeries 365 server

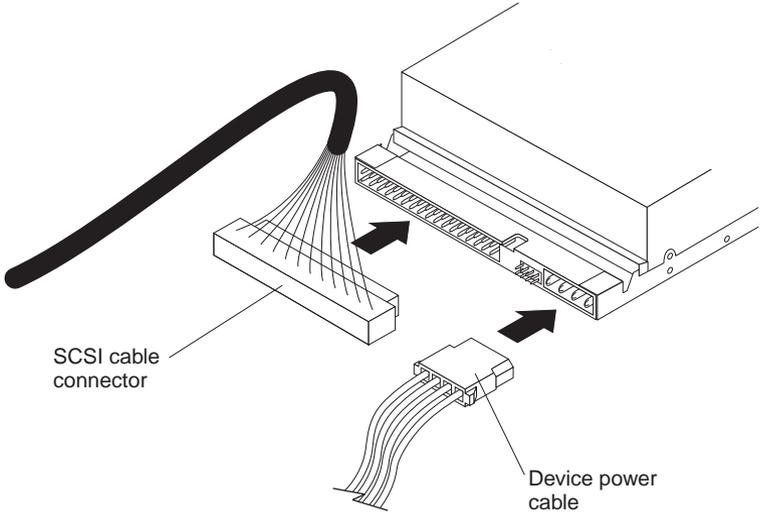
Complete the following steps to install the tape drive assembly in the server:

1. Turn off the server and all peripheral devices. Disconnect all power cords; then, disconnect all external signal cables from the server.
2. Remove the server cover, but do not remove the server bezel. See the *Option Installation Guide* for your server for instructions for removing the cover.
3. Remove any hard disk drives or filler panels from the set of drive bays on the right side of the server.

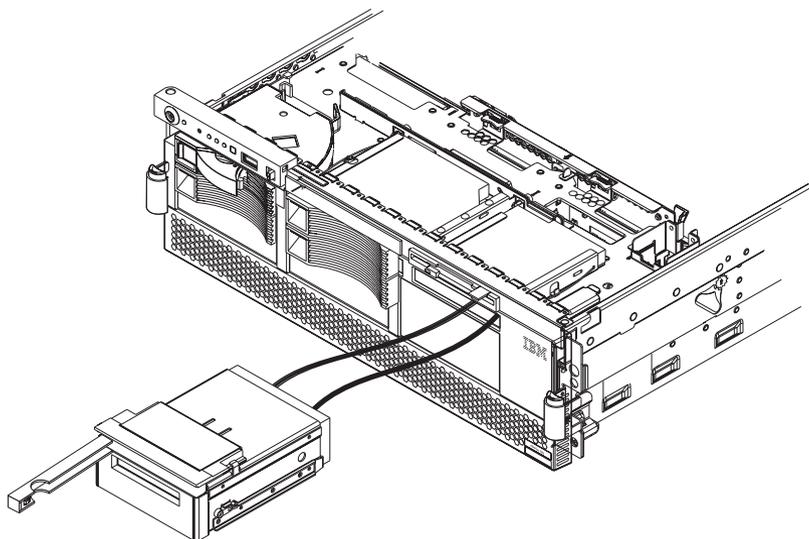


4. Route the tape drive SCSI cable through the cable access opening as shown in the illustration.

Attention: Before you install the tape drive assembly in the server, place the tape drive assembly on top of a static-protective package on an unpainted metal part of the server for 10 seconds. This drains static electricity from the package and from your body.



5. Pull the tape drive SCSI cable through the back of the drive bays on the right side of the server; then, connect the end of the cable labeled "TAPE DRIVE" to the rear of the tape drive as shown.
6. Locate the device power cable from the back of the drive bays and pull it through the front of the bays. Connect the power cable to the rear of the tape drive.



7. Insert the tape drive assembly into the drive bays:
 - a. Make sure that the tape drive carrier handle is open (that is, perpendicular to the tape drive assembly).
 - b. Align the tape drive assembly with the guide rails in the bays.
 - c. Gently push the drive assembly into the bays until the assembly stops and the tape drive carrier handle begins to close.
 - d. Push the tape drive carrier handle to the closed (locked) position.
8. Complete the following steps to connect the tape drive SCSI cable to the J21 connector on the I/O board. If you are connecting the tape drive SCSI cable to an adapter, go to step 9.
 - a. Disconnect the external SCSI port cable from connector J21 on the I/O board as shown in the illustration on page 8. Leave the cable clamped and fastened to the server chassis.
 - b. Route the tape drive SCSI cable through the server as shown in the illustration on page 8.

Note: Routing the tape drive SCSI cable under the media cable near the front of the server might enable the server cover to close more easily.
 - c. Connect the tape drive SCSI cable end labeled "PLANAR" to connector J21 on the I/O board.
 - d. Store any extra cable length in the back of the tape drive bays.
9. Complete the following steps if you are connecting the tape drive SCSI cable to an adapter.

- a. Route the tape drive SCSI cable through the server as shown in the illustration on page 8. Do not disconnect the external SCSI port cable from connector J21.

Note: Routing the tape drive SCSI cable under the media cable near the front of the server might enable the server cover to close more easily.

- b. Pull the tape drive SCSI cable gently and connect the cable to the adapter.
- c. Store any extra cable length in the back of the tape drive bays.

Completing the installation

Complete the following steps to complete the installation (see the *Option Installation Guide* for your server for more details):

1. Make sure that all internal cables, adapters, and other components are installed and seated correctly and that you have not left loose tools or parts inside the server; then, install the cover.
2. Slide the server fully into the rack cabinet.
3. If you disconnected any power cords or external cables from the server, reconnect the external cables first; then, connect the external cables from any new peripheral devices (see the *Option Installation Guide* for your server for details about cabling). Then, connect the power cords to properly grounded electrical outlets.
4. Depending on the operating system you are running, you might need to install a device driver for your tape drive. See the *User's Guide and Software CD* that comes with your tape drive for more information.
5. Turn on all of the attached devices; then, turn on the server. See the instructions that come with the tape drive for information about using the tape drive.

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.

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.

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/>.

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/>.

Software service and support

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

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

Hardware service and support

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

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

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

Part 1 - General Terms

Part 1 - General Terms

*This Statement of Limited Warranty includes Part 1 - General Terms, Part 2 - Country-unique Terms, and Part 3 - Warranty Information. The terms of Part 2 replace or modify those of Part 1. The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. **Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.***

What this Warranty Covers

IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications ("Specifications") which are available on request. The warranty period for the Machine starts on the original Date of Installation and is specified in Part 3 - Warranty Information. The date on your invoice or sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part. Unless IBM specifies otherwise, these warranties apply only in the country or region in which you purchased the Machine.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What this Warranty Does not Cover

This warranty does not cover the following:

- any software programs, whether pre-loaded or shipped with the Machine, or installed subsequently;
- failure resulting from misuse (including but not limited to use of any Machine capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
- failure caused by a product for which IBM is not responsible; and
- any non-IBM products, including those that IBM may procure and provide with or integrate into an IBM Machine at your request.

The warranty is voided by removal or alteration of identification labels on the Machine or its parts.

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

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

How to Obtain Warranty Service

If the Machine does not function as warranted during the warranty period, contact IBM or your reseller to obtain warranty service. If you do not register the Machine with IBM, you may be required to present proof of purchase as evidence of your entitlement to warranty service.

What IBM Will Do to Correct Problems

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

The type of warranty service applicable to your Machine is specified in Part 3 - Warranty Information.

You are responsible for downloading and installing designated Machine Code (microcode, basic input/output system code (called “BIOS”), utility programs, device drivers, and diagnostics delivered with an IBM Machine) and other software updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

If your problem can be resolved with a Customer Replaceable Unit (“CRU”) (e.g., keyboard, mouse, speaker, memory, hard disk drive and other easily replaceable parts), IBM will ship these parts to you for replacement by you.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone, through your application of Machine Code or software updates, or with a CRU, IBM or your reseller, if approved by IBM to provide warranty service, will either, at its discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. If IBM is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Exchange of a Machine or Part

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

Your Additional Responsibilities

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

You also agree to:

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
3. where applicable, before service is provided:
 - a. follow the service request procedures that IBM or your reseller provides;
 - b. backup or secure all programs, data, and funds contained in the Machine;
 - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit IBM to fulfill its obligations; and
 - d. inform IBM or your reseller of changes in the Machine’s location.
4. (a) ensure all information about identified or identifiable individuals (Personal Data) is deleted from the Machine (to the extent technically possible), (b) allow IBM, your reseller or an IBM supplier to process on

your behalf any remaining Personal Data as IBM or your reseller considers necessary to fulfill its obligations under this Statement of Limited Warranty (which may include shipping the Machine for such processing to other IBM service locations around the world), and (c) ensure that such processing complies with any laws applicable to such Personal Data.

Limitation of Liability

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

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

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

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

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

UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR

JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Governing Law

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

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

Jurisdiction

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

Part 2 - Country-unique Terms

AMERICAS

ARGENTINA

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

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

BRAZIL

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

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

PERU

Limitation of Liability: *The following is added at the end of this section:*

In accordance with Article 1328 of the Peruvian Civil Code the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

NORTH AMERICA

How to Obtain Warranty Service: *The following is added to this Section:*

To obtain warranty service from IBM in Canada or the United States, call 1-800-IBM-SERV (426-7378).

CANADA

Limitation of Liability: *The following replaces item 1 of this section:*

1. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by IBM's negligence; and

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws in the Province of Ontario.

UNITED STATES

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State of New York.

ASIA PACIFIC

AUSTRALIA

What this Warranty Covers: *The following paragraph is added to this section:*

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

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

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State or Territory.

CAMBODIA, LAOS, AND VIETNAM

Governing Law: *The following replaces “laws of the country in which you acquired the Machine” in the first sentence:*

laws of the State of New York, United States of America.

CAMBODIA, INDONESIA, LAOS, AND VIETNAM

Arbitration: *The following is added under this heading:*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center (“SIAC Rules”) then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

HONG KONG S.A.R. OF CHINA AND MACAU S.A.R. OF CHINA

Governing Law: *The following replaces “laws of the country in which you acquired the Machine” in the first sentence:*

laws of Hong Kong Special Administrative Region of China.

INDIA

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

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM’s negligence; and
2. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject

of this Statement of Limited Warranty, the charge paid by you for the individual Machine that is the subject of the claim. For purposes of this item, the term “Machine” includes Machine Code and Licensed Internal Code (“LIC”).

Arbitration: *The following is added under this heading:*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

JAPAN

Governing Law: *The following sentence is added to this section:*

Any doubts concerning this Statement of Limited Warranty will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA

Limitation of Liability: *The word “SPECIAL” in item 3 of the fifth paragraph is deleted.*

NEW ZEALAND

What this Warranty Covers: *The following paragraph is added to this section:*

The warranties specified in this section are in addition to any rights you may

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

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

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

PEOPLE'S REPUBLIC OF CHINA (PRC)

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State of New York, United States of America (except when local law requires otherwise).

PHILIPPINES

Limitation of Liability: *Item 3 in the fifth paragraph is replaced by the following:*

SPECIAL (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), MORAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR

Arbitration: *The following is added under this heading:*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

SINGAPORE

Limitation of Liability: *The words "SPECIAL" and "ECONOMIC" in item 3 in the fifth paragraph are deleted.*

EUROPE, MIDDLE EAST, AFRICA (EMEA)

THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:

The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

Hot to Obtain Warranty Service: If you purchase a Machine in Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, San Marino, Sweden, Switzerland, United Kingdom or Vatican State, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM, provided the Machine has been announced and made available by IBM in the country in which you wish to obtain service. If you purchased a Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

If you purchase a Machine in a Middle Eastern or African country, you may obtain warranty service for that Machine from the IBM entity within the country of purchase, if that IBM entity provides warranty service in that country, or from an IBM reseller, approved by IBM to perform warranty service on that Machine in that country. Warranty service in Africa is available within 50 kilometers of an IBM approved service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM approved service provider.

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

The warranty for Machines acquired in Western Europe shall be valid and applicable in all Western Europe countries provided the Machines have been announced and made available in such countries.

Governing Law:

The phrase “the laws of the country in which you acquired the Machine” is replaced by:

- 1) “the laws of Austria” in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia;**
- 2) “the laws of France” in **Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna;**
- 3) “the laws of Finland” in **Estonia, Latvia, and Lithuania;**
- 4) “the laws of England” in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe;** and
- 5) “the laws of South Africa” in **South Africa, Namibia, Lesotho and Swaziland.**

Jurisdiction: *The following exceptions are added to this section:*

- 1) In **Austria** the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City);
- 2) in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe** all disputes arising out of this Statement of Limited Warranty or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts;
- 3) in **Belgium and Luxembourg**, all disputes arising out of this Statement of Limited Warranty or related to its interpretation or its execution, the law, and the courts of the

capital city, of the country of your registered office and/or commercial site location only are competent; 4) **in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna** all disputes arising out of this Statement of Limited Warranty or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) **in Russia**, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Statement of Limited Warranty shall be settled by Arbitration Court of Moscow; 6) **in South Africa, Namibia, Lesotho and Swaziland**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the High Court in Johannesburg; 7) **in Turkey** all disputes arising out of or in connection with this Statement of Limited Warranty shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty will be brought before, and settled exclusively by, the competent court of a) Athens for **Greece**, b) Tel Aviv-Jaffa for **Israel**, c) Milan for **Italy**, d) Lisbon for **Portugal**, and e) Madrid for **Spain**; and 9) **in the United Kingdom**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

Arbitration: *The following is added under this heading:*

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Statement of Limited Warranty or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Statement of Limited Warranty will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then

jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

EUROPEAN UNION (EU)

THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:

Consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the warranties provided in this Statement of Limited Warranty.

How to Obtain Warranty Service: *The following is added to this section:*

To obtain warranty service from IBM in EU countries, see the telephone listing in Part 3 - Warranty Information.

You may contact IBM at the following address:

IBM Warranty & Service Quality Dept.
PO Box 30
Spango Valley
Greenock
Scotland PA16 0AH

AUSTRIA, DENMARK, FINLAND, GREECE, ITALY, NETHERLANDS, PORTUGAL, SPAIN, SWEDEN AND SWITZERLAND

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty or due to any other cause related to this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges you paid for the Machine. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY**

ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

FRANCE AND BELGIUM

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges you paid for the Machine that has caused the damages. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

AUSTRIA

What this Warranty Covers: *The following replaces the first sentence of the first paragraph of this section:*

The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

The warranty period for Machines is 12 months from the date of delivery. The limitation period for consumers in action for breach of warranty is the statutory period as a minimum. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What IBM Will Do to Correct Problems: *The following is added to this section:*

During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

Limitation of Liability: *The following paragraph is added to this section:*

The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

EGYPT

Limitation of Liability: *The following replaces item 2 in this section:*

as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

Applicability of suppliers and resellers (unchanged).

FRANCE

Limitation of Liability: *The following replaces the second sentence of the first paragraph of this section:*

In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: (items 1 and 2 unchanged).

GERMANY

What this Warranty Covers: *The following replaces the first sentence of the first paragraph of this section:*

The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

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

The second paragraph does not apply.

What IBM Will Do to Correct Problems: *The following is added to this section:*

During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

Limitation of Liability: *The following paragraph is added to this section:*

The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

HUNGARY

Limitation of Liability: *The following is added at the end of this section:*

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Statement of Limited Warranty balance this limitation of liability.

IRELAND

What this Warranty Covers: *The following is added to this section:*

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a “Default” means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM.

This section sets out the extent of IBM’s liability and your sole remedy.

1. IBM will accept unlimited liability for death or personal injury caused by the negligence of IBM.
2. Subject always to the **Items for Which IBM is Not Liable** below, IBM will accept unlimited liability for physical damage to your tangible property resulting from the negligence of IBM.
3. Except as provided in items 1 and 2 above, IBM’s entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125% of the amount you paid for the Machine directly relating to the Default.

Items for Which IBM is Not Liable

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

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

SLOVAKIA

Limitation of Liability: *The following is added to the end of the last paragraph:*

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

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

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

UNITED KINGDOM

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM.

This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for:
 - a. death or personal injury caused by the negligence of IBM; and
 - b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section.

2. IBM will accept unlimited liability, subject always to the **Items for Which IBM is Not Liable** below, for physical damage to your tangible property resulting from the negligence of IBM.
3. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in items 1 and 2 above, exceed the greater of 1) Pounds Sterling 75,000, or 2) 125% of the total purchase price payable or the charges for the Machine directly relating to the Default.

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

Items for Which IBM is Not Liable

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

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

Part 3 - Warranty Information

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

Warranty Period

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

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

Machine - IBM @server Tape Drive Enablement Kit option

Country or Region of Purchase	Warranty Period	Type of Warranty Service*
Worldwide	1 year	1

* See "Types of Warranty Service" for the legend and explanations of warranty-service types.

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

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

Types of Warranty Service

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

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

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

2. **On-site Service**

IBM or your reseller will either repair or exchange the failing Machine at your location and verify its operation. You must provide suitable working area to allow disassembly and reassembly of the IBM Machine. The area must be clean, well lit and suitable for the purpose. **For some Machines, certain repairs may require sending the Machine to an IBM service center.**

3. **Courier or Depot Service***

You will disconnect the failing Machine for collection arranged by IBM. IBM will provide you with a shipping container for you to return your Machine to a designated service center. A courier will pick up your Machine and deliver it to the designated service center. Following its repair or exchange, IBM will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification.

4. **Customer Carry-In or Mail-In Service**

You will deliver or mail as IBM specifies (prepaid unless IBM specifies otherwise) the failing Machine suitably packaged to a location IBM designates. After IBM has repaired or exchanged the Machine, IBM will make it available for your collection or, for Mail-in Service, IBM will return it to you at IBM's expense, unless IBM specifies otherwise. You are responsible for the subsequent installation and verification of the Machine.

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

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Denmark -- 4520-8200	Netherlands -- 020-514-5770
Finland -- 358-9-4591	Portugal -- 351-21-7915-147
France -- 0238-557-450	Spain -- 34-91-662-4916
Germany -- 07032-15-4920	Sweden -- 46-8-477-4420
Greece -- 30-210-688-1220	United Kingdom -- 01475-555-055
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Index

C

- CD
 - User's Guide and Software 11
 - xSeries Documentation 1
- checklist, inventory 3
- cover, installing 11

D

- device driver
 - information 11
- documentation
 - updates 1
 - using 13
- documentation CD 1

G

- guidelines
 - installation 5

H

- hardware service and support 14
- help, getting 14

I

- installation
 - completing 11
 - guidelines 5
 - installing
 - SCSI cable 8
- inventory checklist 3

N

- notes, important 39
- notices
 - attention 3
 - book 3
 - caution 3
 - danger 3
 - important 3
 - safety v

P

- power cable
 - connecting 9
 - routing 9
- power cords
 - connecting 11
 - disconnecting 8
- pre-installation
 - requirements 5, 6
- publications
 - ordering 13
 - related 1

R

- related publications 1
- requirements
 - pre-installation 5, 6

S

- safety notices v
- SCSI cable
 - connecting 9
 - routing 8
- service, getting 13
- software service and support 14
- statements
 - attention 3
 - caution 3
 - danger 3
 - important 3

T

- tape drive
 - bezel 5
 - configuring settings 5
 - installing 6
 - LED 11
 - using 11
- technical assistance 13
- trademarks 38

W

warranty 15

Web site

IBM products 14

server compatibility information 5



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