

IBM UltraSlim Multi-Burner



User's Guide

IBM UltraSlim Multi-Burner



User's Guide

Note: Before using this information and the product it supports, read the information in Appendix C, "IBM Statement of Limited Warranty Z125-4753-08 04/2004," on page 13 and Appendix D, "Notices," on page 31.

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Contents

Safety information	v
Chapter 1. The IBM UltraSlim Multi-Burner	1
Installing the drive	1
Software	2
Notices and statements in this document	2
Chapter 2. Using the drive	3
Drive controls	3
Inserting or removing a disc	3
Manually ejecting a disc	4
Problem solving	4
Parts listing	5
Chapter 3. Using disks	7
Using double-sided media	7
Using cartridge media	7
Handling discs	7
Appendix A. Product specifications	9
Appendix B. Getting help and technical assistance	11
Before you call	11
Using the documentation	11
Getting help and information from the World Wide Web	12
Software service and support	12
Hardware service and support	12
IBM Taiwan product service	12
Appendix C. IBM Statement of Limited Warranty Z125-4753-08 04/2004	13
Part 1 - General Terms	13
Part 2 - Country-unique Terms	16
Part 3 - Warranty Information	28
Appendix D. Notices	31
Trademarks	31
Product recycling and disposal	32
Electronic emission notices	33
Federal Communications Commission (FCC) statement	33
Industry Canada Class A emission compliance statement	33
Australia and New Zealand Class A statement	33
United Kingdom telecommunications safety requirement	34
European Union EMC Directive conformance statement	34
Taiwanese Class A warning statement	34
Chinese Class A warning statement	34
Japanese Voluntary Control Council for Interference (VCCI) statement	35
Index	37

Safety information

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.

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.

Chapter 1. The IBM UltraSlim Multi-Burner

The IBM® UltraSlim Multi-Burner drive is a multipurpose drive and software solution for xSeries® and System x™ servers.

The drive must be installed in an UltraSlim drive bay.

The drive is compatible with the DVD Forum DVD-Multi Recorder specification and can record and read DVD-RAM, DVD-RW, DVD-R (for General, 650 nm), and DVD-R DL media. The drive can record DVD+R, DVD+RW, DVD+R DL, CD-R, CD-RW, High-Speed CD-RW, Ultra Speed CD-RW, and Ultra Speed Plus CD-RW media. Buffer underrun prevention is used to ensure reliable burning of DVD-R, DVD+R, and CD-R media. The drive can read many other formats, including DVD Video, Video CD, audio CD, multiple-session, and extended architecture (XA) CDs.

For information about read and write speeds, see Appendix A, “Product specifications,” on page 9.

The drive comes with a limited warranty. For information about the warranty and getting service and assistance, see Appendix C, “IBM Statement of Limited Warranty Z125-4753-08 04/2004,” on page 13.

In addition to this document, the drive comes with an IBM *Documentation* CD and a *Software* CD. Contact your place of purchase if an item is missing or damaged. Be sure to retain your proof of purchase. It might be required for you to receive warranty service.

Installing the drive

The drive requires a system with a minimum Intel® Pentium® 4 or comparable microprocessor, 20 MB of available hard disk space, and a Microsoft® Windows® 2000, Windows Server 2003, or Windows XP operating system.

Table 1 provides the system requirements for the InterVideo MediaOne Gallery product.

Table 1. InterVideo MediaOne Gallery system requirements

Component	Minimum requirement	Recommended requirement
Processor	Intel Pentium III, 500 MHz	Pentium 4 3.6 G
Memory	128 MB	512 MB
Hard drive	75 MB (for installation)	75 MB

For information about systems that support the drive, see <http://www.ibm.com/servers/eserver/serverproven/compat/us/xseries/storage/matrix.html>.

To install the drive, follow the instructions in your system documentation.

Keep the packaging that comes with the drive in case you have to return it for service or warranty replacement.

Software

The *Software* CD contains the following software:

- **InterVideo WinDVD**

Use this software to play videos from DVDs or the hard disk.

Note: Some graphics adapters such as the FIREGL, Intergraph, and 3dLabs, do not support DVD video playback.

- **InterVideo MediaOne Gallery**

Use this program to create CDs and DVDs on Windows Server 2003 systems.

Notices and statements in this document

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

The following notices and statements are in this document:

- **Note:** These notices provide important tips, guidance, or advice.
- **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.
- **Danger:** These statements indicate a situation 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.

Chapter 2. Using the drive

To avoid causing data errors or interrupting the formatting or writing process, observe the following guidelines while the drive is writing to a disk:

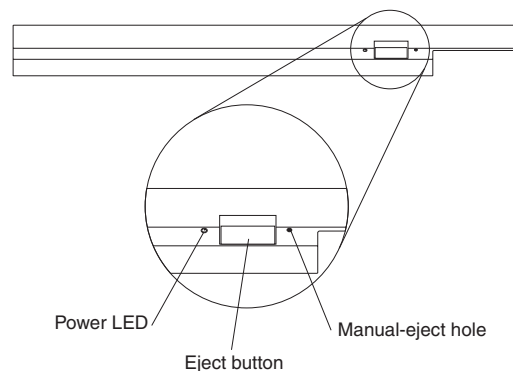
- Do not move the system or use the keyboard.
- Turn off any screen saver on the system.
- Do not allow the system to go into standby or other power-saving mode.

Attention: To avoid damaging the drive, observe the following precautions:

- Operate the drive only on a level surface.
- Do not insert foreign objects into the drive.
- Do not remove the drive cover or attempt to service the drive.
- Do not operate the drive under conditions of high temperature, high humidity, direct sunlight, excessive dust, excessive vibration, or sudden shock.

Drive controls

The following illustration shows the controls on the front of the drive.



Power LED: This LED is lit when the drive is in use.

Eject button: Press this button to eject a DVD or CD.

Manual-eject hole: Use this emergency release to eject a DVD or CD when the eject button does not work. For more information about manually ejecting a DVD or CD, see “Manually ejecting a disc” on page 4.

Inserting or removing a disc

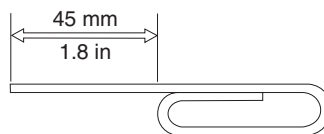
To open the drive tray, make sure that the system is turned on, and press the eject button.

Attention: Do not use force or insert foreign objects to open the loading tray.

When you place a disc in the tray, make sure that the label side of the disk is up. To close the tray, press the eject button or gently push in on the tray.

Manually ejecting a disc

If the tray does not slide out when you press the eject button, turn off the system and straighten a large paper clip to form a tool as shown in the illustration. The straightened end must extend at least 45 mm (1.8 in.). Insert the extended end into the manual-eject hole on the front of the drive and push it until the tray opens. Gently pull out the tray until you can remove the disc.



Problem solving

The following table lists problems that might occur with the drive.

Table 2. List of problems

Problem	Solution
You cannot create a multi-session disc.	Make sure that enough space is left on the disc for another session. Writing a session requires lead-in and lead-out space (approximately 15 MB) in addition to the data that is recorded.
You cannot write to a CD or DVD.	<ul style="list-style-type: none">• Make sure that the process is not being interrupted by a screen saver, an antivirus program, an Internet or e-mail program, or other software. Disable the functions that might interrupt the write operation.• Make sure that the hard disk has been defragmented.• Consult the hard disk drive manufacturer or vendor if an older hard disk drive is conducting a thermal recalibration during a write operation.• Replace the disc if it is inoperable or scratched.• Disable the Windows Auto Insert Notify function on your drives.
You cannot eject a CD or DVD.	Make sure that the drive is not in the process of writing to the disc, and then try the following actions: <ul style="list-style-type: none">• Use software to eject the disc.• Press the eject button to eject the disk.• Turn off the system. Wait 45 seconds, and then turn on the system and try using the eject button again.• Use the manual-eject hole. See "Manually ejecting a disc" for more information.
You cannot read the CD or DVD after you successfully wrote to it.	<ol style="list-style-type: none">1. The disk might be damaged. Try a new disc or another brand of disc.2. If you can read the disc in the writing drive but not in another drive, make sure that a UDF reader is installed in the reading drive.3. Avoid writing at the slower 1X speed unless the system requires it.

Parts listing

The drive is a Tier 1 customer replaceable unit (CRU). Replacement of Tier 1 CRUs is your responsibility. If IBM installs a Tier 1 CRU at your request, you will be charged for the installation.

For more information about the terms of the warranty and getting service and assistance, see Appendix C, “IBM Statement of Limited Warranty Z125-4753-08 04/2004,” on page 13.

If you are instructed to return a component, follow all packaging instructions, and use any packaging materials for shipping that are supplied to you.

Table 3.

Component	CRU number
UltraSlim Multi-Burner Drive	42C0955

Chapter 3. Using disks

This section provides information about using double-sided media, using cartridge media, and handling disks.

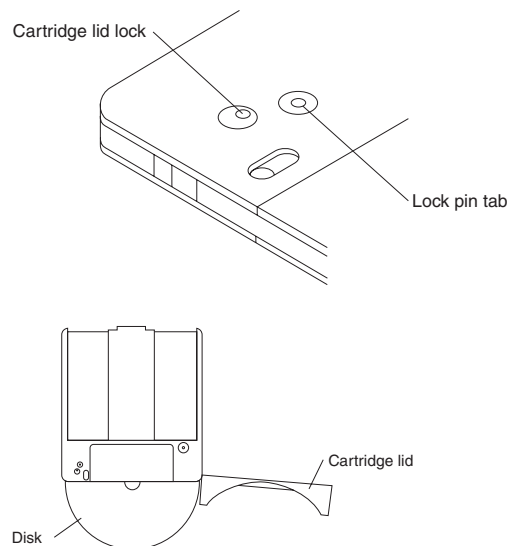
Using double-sided media

To access both sides of double-sided media, you must remove the disc from the drive, turn it over, and reinsert it.

Using cartridge media

If you are using cartridge media, you must remove the disc from the cartridge to use it in the drive.

To open the cartridge, use the tip of a ballpoint pen to break the lock pin tab. Then, use the ballpoint pen to push down on the cartridge lid lock, and pull the cartridge lid out, as shown in the following illustrations. (On some cartridges, the lock pin tab and cartridge lid lock are on the side of the cartridge.)



You can now remove the disc. When you handle the disc, follow the precautions in "Handling discs."

Handling discs

To prolong the life of a disc and protect the data that is on it, observe the following precautions:

- Store the disk in its original packaging, away from direct sunlight and heat sources.
- Handle the disk by its edges or by the center hole.
- If you must write on a disk, use a soft felt-tip marker, and do not write on the data surface of the disk.
- Do not bend the disk.
- Do not use a cracked disk. Check the disk for cracks before you use it.
- Remove the disk from the drive when you are not using it.

- If you must clean the data surface of the disk, use only a soft, lint free cloth. and wipe from the center to the edge. Do not use any cleaning solvents.

Attention: Wiping a disc a circular motion might cause data loss.

Appendix A. Product specifications

Table 4. Physical specifications

Physical specification	
Height	12.7 mm (0.5 in.)
Width	128 mm (5 in.)
Length	129 mm (5.09 in.)
Weight	202 g (0.44 lb)

Table 5. Power requirements

Voltage	Average power	Maximum power
5 V dc	1000 mA	2500 mA

Table 6. Environmental requirements

Specification	Operational	Nonoperational
Temperature (noncondensing)	+5°C to +50°C (+41°F to +122°F)	-20°C to +60°C (-4°F to +140°F)
Relative humidity (noncondensing)	15% to 80%	10% to 90%

Table 7. Read speeds

Media	Read speed (maximum)
CD-ROM	24X
CD-DA (DAE)	20X
CD-R	24X
CD-RW	24X
DVD-ROM (single layer)	8X
DVD-ROM (dual layer)	8X
DVD-R (4.7 GB)	8X
DVD-R DL	4X
DVD+R	8X
DVD+R DL	4X
DVD-RW (4.7 GB)	8X
DVD+RW	8X
DVD-RAM (4.7/9.4 GB)	5X

Table 8. Write speeds

Media type	Write speed (maximum)
CD-R	24X
CD-RW	4X
High Speed CD-RW	10X
Ultra Speed CD-RW	16X
Ultra Speed Plus CD-RW	16X

Table 8. Write speeds (continued)

Media type	Write speed (maximum)
DVD-R	8X
DVD-R DL	4X
DVD+R	8X
DVD+R DL	4X
DVD-RW	6X
DVD+RW	8X
DVD-RAM	5X

Appendix B. 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 section contains information about where to go for additional information about IBM and IBM products, what to do if you experience a problem with your 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. Information about diagnostic tools is in the *Hardware Maintenance Manual and Troubleshooting Guide* or *Problem Determination and Service Guide* on the IBM Documentation CD that comes with your system.

Note: For some IntelliStation models, the *Hardware Maintenance Manual and Troubleshooting Guide* is available only from the IBM support Web site.

- Go to the IBM support Web site at <http://www.ibm.com/systems/support/> to check for technical information, hints, tips, and new device drivers or to submit a request for information.

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

Using the documentation

Information about your IBM system and preinstalled software, if any, or optional device is available in the documentation that comes with the product. That documentation can include printed documents, online documents, 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/systems/support/> and follow the instructions. Also, some documents are available through the IBM Publications Center at <http://www.ibm.com/shop/publications/order/>.

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 systems, optional devices, services, and support. The address for IBM System x and xSeries information is <http://www.ibm.com/systems/x/>. The address for IBM BladeCenter information is <http://www.ibm.com/systems/bladecenter/>. The address for IBM IntelliStation information is <http://www.ibm.com/intellistation/>.

You can find service information for IBM systems and optional devices at <http://www.ibm.com/systems/support/>.

Software service and support

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

For more information about Support Line and other IBM services, see <http://www.ibm.com/services/>, or see <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 Services or through your IBM reseller, if your reseller is authorized by IBM to provide warranty service. See <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.

IBM Taiwan product service

台灣IBM 產品服務聯絡方式：
台灣國際商業機器股份有限公司
台北市松仁路7號3樓
電話：0800-016-888

IBM Taiwan product service contact information:
IBM Taiwan Corporation
3F, No 7, Song Ren Rd.
Taipei, Taiwan
Telephone: 0800-016-888

Appendix C. IBM Statement of Limited Warranty Z125-4753-08 04/2004

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.

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.

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.

IBM UltraSlim Multi-Burner Drive

Country or Region of Purchase	Warranty Period	Type of Warranty Service*
Worldwide	1 year	1
* See " <u>Types of Warranty Service</u> " 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/ 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 -- +44-0870-550-0900
Italy -- +39-800-820-094	

Appendix D. Notices

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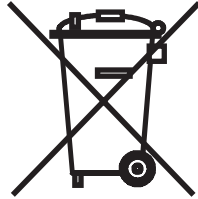
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This unit must be recycled or discarded according to applicable local and national regulations. IBM encourages owners of information technology (IT) equipment to responsibly recycle their equipment when it is no longer needed. IBM offers a variety of product return programs and services in several countries to assist equipment owners in recycling their IT products. Information on IBM product recycling offerings can be found on IBM's Internet site at <http://www.ibm.com/ibm/environment/products/prp.shtml>.

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Notice: This mark applies only to countries within the European Union (EU) and Norway.

This appliance is labeled in accordance with European Directive 2002/96/EC concerning waste electrical and electronic equipment (WEEE). The Directive determines the framework for the return and recycling of used appliances as applicable throughout the European Union. This label is applied to various products to indicate that the product is not to be thrown away, but rather reclaimed upon end of life per this Directive.

注意: このマークは EU 諸国およびノルウェーにおいてのみ適用されます。

この機器には、EU 諸国に対する廃電気電子機器指令 2002/96/EC(WEEE) のラベルが貼られています。この指令は、EU 諸国に適用する使用済み機器の回収とリサイクルの骨子を定めています。このラベルは、使用済みになった時に指令に従って適正な処理をする必要があることを知らせるために種々の製品に貼られています。

Remarque : Cette marque s'applique uniquement aux pays de l'Union Européenne et à la Norvège.

L'étiquette du système respecte la Directive européenne 2002/96/EC en matière de Déchets des Equipements Electriques et Electroniques (DEEE), qui détermine les dispositions de retour et de recyclage applicables aux systèmes utilisés à travers l'Union européenne. Conformément à la directive, ladite étiquette précise que le produit sur lequel elle est apposée ne doit pas être jeté mais être récupéré en fin de vie.

In accordance with the European WEEE Directive, electrical and electronic equipment (EEE) is to be collected separately and to be reused, recycled, or recovered at end of life. Users of EEE with the WEEE marking per Annex IV of the WEEE Directive, as shown above, must not dispose of end of life EEE as unsorted municipal waste, but use the collection framework available to customers for the return, recycling, and recovery of WEEE. Customer participation is important to minimize any potential effects of EEE on the environment and human health due to the potential presence of hazardous substances in EEE. For proper collection and treatment, contact your local IBM representative.

Electronic emission notices

Federal Communications Commission (FCC) statement

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

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

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

Industry Canada Class A emission compliance statement

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

Avis de conformité à la réglementation d'Industrie Canada

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

Australia and New Zealand Class A statement

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

United Kingdom telecommunications safety requirement

Notice to Customers

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

European Union EMC Directive conformance statement

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

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

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

Taiwanese Class A warning statement

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

Chinese Class A warning statement

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

Japanese Voluntary Control Council for Interference (VCCI) statement

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Index

A

assistance, getting 11
attention notices 2

C

CD read speeds 9
CD write speeds 9
Class A electronic emission notice 33
controls 3
CRU number 5

D

danger statements 2
description 1
disks, handling 7
disks, removing and inserting 3
double-sided media 7
drive
 controls 3
 description 1
 environmental specifications 9
 manual disk ejection 4
 physical specifications 9
 power specifications 9
 solving problems 4
 supported formats 1
 using 3
 using cartridge media 7
 using disks 7
 using double-sided media 7
drive bay description 1
DVD read speeds 9
DVD write speeds 9

E

electronic emission Class A notice 33
environmental specifications 9

F

FCC Class A notice 33
formats supported 1

G

getting help 11

H

hardware service and support 12
help, getting 11

I

IBM Support Line 12

M

manual disk ejection 4

N

notes 2
notices
 electronic emission 33
 FCC, Class A 33
notices and statements 2

P

part number 5
physical specifications 9
power specifications 9

R

read speeds 9

S

software provided 2
software service and support 12
statements and notices 2
support, web site 11
system requirements 1

T

telephone numbers 12
trademarks 31

U

United States electronic emission Class A notice 33
United States FCC Class A notice 33
using cartridge media 7

W

web site
 publication ordering 11
 support 11
 support line, telephone numbers 12
write speeds 9



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