

Broadcom 2-port 10Gb Virtual Fabric II CFFh for IBM
BladeCenter



Installation and User's Guide

Broadcom 2-port 10Gb Virtual Fabric II CFFh for IBM
BladeCenter



Installation and User's Guide

Note: Before using this information and the product it supports, read the general information in Appendix B, "Warranty," on page 15 and Appendix C, "Notices," on page 35.

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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.

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

安裝本產品之前，請先閱讀「安全資訊」。

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

Ennen kuin asennat tämän tuotteen, lue turvaohjeet kohdasta Safety Information.

Avant d'installer ce produit, lisez les consignes de sécurité.

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

Πριν εγκαταστήσετε το προϊόν αυτό, διαβάστε τις πληροφορίες ασφάλειας
(safety information).

לפני שתתקינו מוצר זה, קראו את הוראות הבטיחות.

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

Prima di installare questo prodotto, leggere le Informazioni sulla Sicurezza.

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

Пред да се инсталира овој продукт, прочитајте информацијата за безбедност.

Les sikkerhetsinformasjonen (Safety Information) før du installerer dette produktet.

Przed zainstalowaniem tego produktu, należy zapoznać się
z książką "Informacje dotyczące bezpieczeństwa" (Safety Information).

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

Перед установкой продукта прочтите инструкции по
технике безопасности.

Pred inštaláciou tohto zariadenia si pečítajte Bezpečnostné predpisy.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto, lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

Important:

Each caution and danger statement in this document is labeled with a number. This number is used to cross reference an English-language caution or danger statement with translated versions of the caution or danger statement in the *Safety Information* document.

For example, if a caution statement is labeled “Statement 1,” translations for that caution statement are in the *Safety Information* document under “Statement 1.”

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

Statement 1:



DANGER

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

To avoid a shock hazard:

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

Statement 21:



CAUTION:

Hazardous energy is present when the blade server is connected to the power source. Always replace the blade server-cover before installing the blade server.

Chapter 1. Introduction

This *Installation and User's Guide* contains instructions for installing a Broadcom 2-port 10Gb Virtual Fabric II CFFh for IBM® BladeCenter in an IBM BladeCenter blade server.

Notes:

1. The Broadcom 2-port 10Gb Virtual Fabric II CFFh for IBM BladeCenter is referred to throughout this document as the expansion card.
2. You can install the expansion card in the IBM BladeCenter HS22, HS22V, or HX5 blade server.
3. The BCM57712 communication module is referred to throughout this document as the communication module.
4. The 2-port Ethernet expansion card uses one BCM57712 communication module.

The expansion card provides additional 10 Gbps (gigabit per second), full duplex Ethernet links between a blade server and Ethernet switch modules in the BladeCenter I/O switch-module bays. The expansion card interfaces to the blade server through the PCI Express bus.

For information about teaming and failover options for the expansion-card blade server connections, see the Broadcom Ethernet Software CD. See “Device drivers” on page 10 for instructions for locating the CD on the IBM Web site.

This document provides the following information about the expansion card:

- Installation procedure
- Procedures for determining and updating the firmware and device drivers
- Troubleshooting information

The expansion card comes with a one-year limited warranty. For information about your warranty, see Appendix B, “Warranty,” on page 15. You can obtain up-to-date information about the expansion card and other IBM BladeCenter products at <http://www.ibm.com/systems/bladecenter/>.

If you participate in the IBM client reference program, you can share information about your use of technology, best practices, and innovative solutions; build a professional network; and gain visibility for your business. For more information about the IBM client reference program, see <http://www.ibm.com/ibm/clientreference/>.

This *Installation and User's Guide* and the most recent versions of other documents that provide detailed information about the BladeCenter unit, blade server, and available optional devices are provided in Portable Document Format (PDF) at <http://www.ibm.com/systems/support/>.

For service or assistance, see Appendix A, “Getting help and technical assistance,” on page 13.

Features and specifications

The expansion card has the following features:

- Compliance with U.S. and international safety and emissions standards
- Dual-channel, 10 Gb/s Ethernet link speed
- Switch agnostic Virtual Ethernet Bridge function (no firmware key required)
- Direct memory access (DMA) support
- Load balancing and failover support
- Full-duplex (FDX) capability, enabling simultaneous transmission and reception of data on the Ethernet local area network (LAN)
- PCI-E Gen 2
- BladeCenter CFFh form factor
- IPv4/IPv6 TCP, UDP checksum offload
- iSCSI BladeBoot support
- Preboot Execution Environment (PXE) support
- BladeCenter Open Fabric Manager (BOFM) support with virtual NIC (vNIC) function
- Eight virtual ports (four per physical port)
- VLAN insertion and extraction
- Wake on LAN (WoL) support
- Management Channel auto-discovery (MCAD) Support
- Support for jumbo frames up to 9000 bytes
- Interrupt coalescing

The expansion card has the following specifications.

Table 1. Expansion-card specifications

Type	Specification
Host data transfer	PCI-E Gen 2
NVRAM	Two programmable, 4 Mb flash modules
Dimensions	Approximately 15.9 cm x 12.5 cm (6.26 in. x 4.92 in.)
Operating power	Less than 10 watts
Communication module	Broadcom BCM57712 (2-port)

Operating-system support

The following operating systems support the expansion card:

- Microsoft Windows Server 2008 R2, SP2
- Red Hat Linux Advanced Server 5.4, 5.4, 6.0
- SUSE Linux Enterprise Server (SLES) 10SP3, 11
- VMware 4.1

Option package contents

The expansion-card option package contains the following items:

- Broadcom 2-port 10Gb Virtual Fabric II CFFh
- IBM *Documentation* CD
- Important notices document

Related documentation

The following documentation is provided on the IBM *Documentation* CD:

- This *Installation and User's Guide*
- *Safety Information*

This PDF document contains translated versions of the caution and danger statements that appear in the documentation for the expansion card. Each caution and danger statement has a number that you can use to locate the corresponding statement in your language in the *Safety Information* document.

In addition to this *Installation and User's Guide*, the following related documentation is available from <http://www.ibm.com/systems/support/>:

- IBM BladeCenter blade server *Installation and User's Guide*

This document provides information about your blade server and BladeCenter unit.

- *Problem Determination and Service Guide*

This PDF document contains information to help you solve problems yourself, and it contains information for service technicians.

- IBM BladeCenter *Interoperability Guide*

This document provides instructions to install the blade server in the interconnect module. For the latest version of this document, go to <http://www.ibm.com/systems/support/> and search for "BladeCenter Interoperability Guide."

To check for updated documentation and technical updates, go to <http://www.ibm.com/systems/support/>.

The IBM Documentation CD

The IBM *Documentation* CD contains documentation for the expansion card in Portable Document Format (PDF) and includes the IBM Documentation Browser to help you find information quickly.

Hardware and software requirements

The IBM *Documentation* CD requires the following minimum hardware and software:

- Microsoft Windows XP, Windows 2000, or Red Hat Linux
- 100 MHz microprocessor
- 32 MB of RAM
- Adobe Acrobat Reader 3.0 (or later) or xpdf, which comes with Linux operating systems

Using the Documentation Browser

Use the Documentation Browser to browse the contents of the CD, read brief descriptions of the documents, and view documents, using Adobe Acrobat Reader

or xpdf. The Documentation Browser automatically detects the regional settings in your system and displays the documents in the language for that region (if available). If a document is not available in the language for that region, the English-language version is displayed.

Use one of the following procedures to start the Documentation Browser:

- If Autostart is enabled, insert the CD into the CD or DVD drive. The Documentation Browser starts automatically.
- If Autostart is disabled or is not enabled for all users, use one of the following procedures:
 - If you are using a Windows operating system, insert the CD into the CD or DVD drive and click **Start --> Run**. In the **Open** field, type
`e:\win32.bat`
where *e* is the drive letter of the CD or DVD drive, and click **OK**.
 - If you are using a Linux operating system, insert the CD into the CD or DVD drive; then, run the following command from the `/mnt/cdrom` directory:
`sh runlinux.sh`

Select the expansion card from the **Product** menu. The **Available Topics** list displays all the documents for your expansion card. Some documents might be in folders. A plus sign (+) indicates each folder or document that has additional documents under it. Click the plus sign to display the additional documents.

When you select a document, a description of the document is displayed under **Topic Description**. To select more than one document, press and hold the Ctrl key while you select the documents. Click **View Book** to view the selected document or documents in Acrobat Reader or xpdf. If you selected more than one document, all the selected documents are opened in Acrobat Reader or xpdf.

To search all the documents, type a word or word string in the **Search** field and click **Search**. The documents in which the word or word string appears are listed in order of the most occurrences. Click a document to view it, and press Ctrl+F to use the Acrobat search function, or press Alt+F to use the xpdf search function within the document.

Click **Help** for detailed information about using the Documentation Browser.

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 *Support* CD. Each caution and danger statement is numbered for reference to the corresponding statement in your language in the *Safety Information* document.

The following notices and statements are used in this document:

- **Note:** 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 possible damage to programs, devices, or data. An attention notice is placed just before the instruction or situation in which damage might 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.

Chapter 2. Installing an expansion card

This chapter provides instructions for installing an expansion card in your blade server or expansion unit. The following documents provide related information:

- The *Installation and User's Guide* for your blade server or expansion unit provides server-specific expansion-card installation requirements.
- The *Installation and User's Guide* for your BladeCenter unit shows I/O-module bay locations.
- The *Installation and User's Guide* for your I/O module contains installation and configuration instructions for the I/O module.

Installation guidelines

Before you install the expansion card, read the safety information that begins on page v and the guidelines in “Handling static-sensitive devices” on page 8. This information will help you work safely.

Make sure that you are using the latest versions of device drivers and firmware for your blade server, management module, and I/O modules that are used by the expansion card. Go to <http://www.ibm.com/systems/support/> for the latest information about upgrading the device drivers and firmware for BladeCenter components. See the latest instructions in the documentation that comes with the updates.

Before you install an expansion card into a blade server or expansion unit, consider the following information.

Table 2. I/O-module bay expansion-card ports

BladeCenter H or BladeCenter HT I/O-module bay	2-port expansion card module ports
7	Module 1: port 1, MAC 1
8	Not applicable
9	Module 1: port 2, MAC 2
10	Not applicable

Note: If a blade server with an expansion card is installed in a BladeCenter H or BladeCenter HT unit, I/O-module bays 7, 8, 9, and 10 must each contain a 10 Gb Ethernet switch module or be empty.

Media Access Control (MAC) addresses

Media Access Control (MAC) addresses have been assigned and installed on the expansion card. Each port has two MAC addresses: the first address is the Ethernet address, and the second address is for the iSCSI function. Port 1 of the first communication module is assigned the base MAC address. Port 2 of the first communication module receives the next MAC address assignment, followed by like assignments on the second communication module. The Ethernet assignments for all ports are even-numbered MAC addresses. The iSCSI assignments are odd-numbered MAC addresses.

Handling static-sensitive devices

Attention: Static electricity can damage the expansion card and other electronic devices. 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, observe the following precautions:

- When you work on a BladeCenter unit that has an electrostatic discharge (ESD) connector, use a wrist strap when you handle modules, optional devices, or blade servers. To work correctly, the wrist strap must have a good contact at both ends (touching your skin at one end and firmly connected to the ESD connector on the front or back of the BladeCenter unit).
- Limit your movement. Movement can cause static electricity to build up around you.
- Handle the device carefully, holding it by its edges or its frame.
- Do not touch solder joints, pins, or exposed circuitry.
- Do not leave the device where others can handle and damage it.
- While the device is still in its static-protective package, touch it to any *unpainted* metal surface of the BladeCenter unit or any *unpainted* metal surface on any other grounded component in the rack you are installing the device in for at least 2 seconds. (This drains static electricity from the package and from your body.)
- Remove the device from its package and install it directly into the blade server without setting down the device. If it is necessary to set down the device, put it back into its static-protective package. Do not put the device on the blade server cover or on a metal surface.
- Take additional care when you handle devices during cold weather. Heating reduces indoor humidity and increases static electricity.

Installing the expansion card

Figure 1 on page 9 shows installation of the expansion card in a typical blade server system board; the procedure for installing the card in an expansion unit is similar. The appearance of your blade server or expansion unit might be different. See the documentation that came with your blade server or expansion unit for more information.

To install the expansion card, complete the following steps:

1. Read the safety information that begins on page v and the guidelines in “Handling static-sensitive devices.”
2. If the blade server is installed in the BladeCenter unit, remove it (see the documentation that came with your BladeCenter unit for instructions).
3. Carefully lay the blade server on a flat, static-protective surface.
4. Open the blade server cover or expansion-unit cover (see the documentation that came with your BladeCenter unit for instructions).
5. Touch the static-protective package that contains the expansion card to any *unpainted* metal surface on the BladeCenter® unit or any *unpainted* metal surface on any other grounded rack component; then, remove the expansion card from the package.
6. Check the blade expansion connector on both the expansion card and the blade server for gray protective covers, and if present, remove them.

7. Hold the expansion card at an approximate 30° angle and slide the card into mounting post until the card-guide holes are aligned with the locator pins on the mounting posts. When the holes are properly aligned over the pins, the card will pivot down slightly.
8. Press down firmly on the “Press to Install” label on the expansion card until the connector on the expansion card is fully seated into the connector on the blade server.

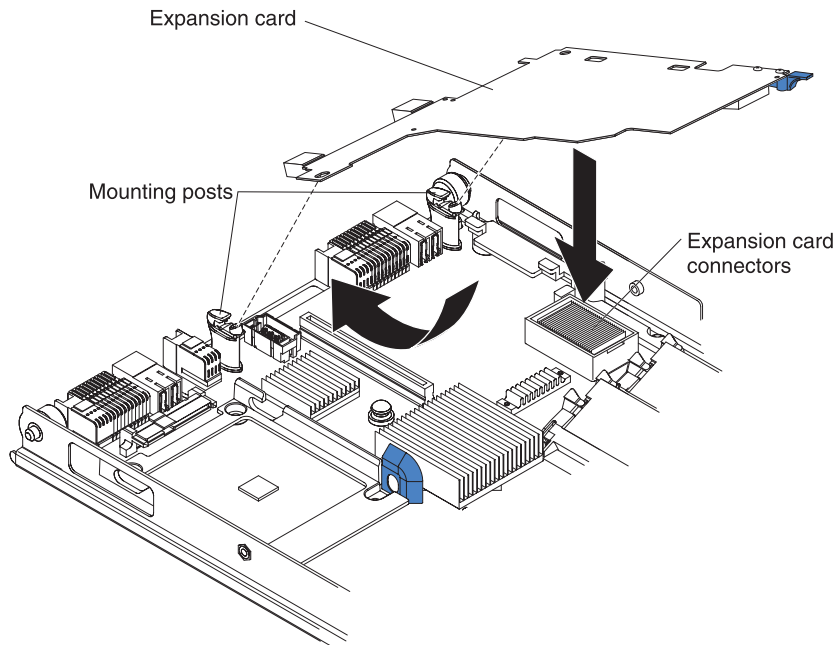


Figure 1. Installing the expansion card into a blade server

9. Replace the blade server cover or expansion-unit cover. See the documentation that came with your BladeCenter unit for instructions.
10. Install the blade server into the BladeCenter unit or expansion unit and turn on the blade server.
11. Install the expansion-card device driver. See “Device drivers” on page 10 for more information.
12. Verify that the latest-level firmware is installed. See “Firmware” on page 10 for more information

Installing device drivers and firmware

After you install the expansion card, you must install the device drivers and verify that the latest firmware is installed. Note that periodic firmware updates are made available.

Note: Before you install the device driver and firmware, make sure that the following firmware is at the latest level:

- Advanced management module (AMM)
- Blade server integrated management module (IMM)
- Blade server uEFI

Device drivers

After you install the expansion card, install the device driver for your operating system. See “Operating-system support” on page 2 for a list of supported operating systems.

Notes:

1. Windows users are encouraged to install the Broadcom Advanced Control Suite, available for download from the Broadcom website.
2. Note that this procedure is often similar or identical to the device-driver installation procedure for the blade server integrated Ethernet communications controllers.
3. See the Broadcom Ethernet Software CD for a complete list of device drivers and instructions for installing the device drivers.

To find the latest device driver, go to <http://www.ibm.com/systems/support/>. Install the device driver, using the instructions that are provided.

Firmware

The expansion card comes with the latest level of firmware that was available at the time of manufacture. You must verify that the latest firmware is installed. The change history file that is posted with the firmware update utility shows the latest firmware level that is available.

Notes:

1. For Windows operating systems, use the Broadcom Advanced Control Suite to identify the level of firmware and device driver that is installed on the expansion card. Select a BCM57712 device from the **System devices (VBD)** menu in the left pane. The right pane shows the device-driver and firmware level.
2. For Linux operating systems, use a command such as **ethtool -i devicename** to display the firmware levels.

To find the latest firmware update utility, go to <http://www.ibm.com/systems/support/>. Install the firmware, using the tool for your operating system. Instructions are provided with the firmware update utility.

The latest firmware levels for the expansion card are listed in the change history file of the firmware update utility. If the tool has a later level of firmware than the firmware level that is installed on the card, use the update tools to install the latest level.

Notes:

1. The Windows and Linux versions of the update tool automatically update all Broadcom communications modules that are encountered during the scan for devices.
2. There are two groups of devices: NetXtreme and NetXtreme II. The expansion card is part of the NetXtreme II group. If a message is displayed that the NetXtreme adapters were not found, ignore the message.

Replacing an expansion card

If you have to replace the expansion card, use the procedure in this section to install the replacement expansion card.

The expansion card 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.

The CRU part number of the 2-port expansion card is 81Y3133.

For more information about the terms of the warranty and getting service and assistance, see Appendix B, “Warranty,” on page 15.

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

To remove the expansion card, complete the following steps:

1. Read the safety information that begins on page v and the guidelines in “Handling static-sensitive devices” on page 8.
2. If the blade server is installed in the BladeCenter unit, remove it (see the documentation that came with your BladeCenter unit for instructions).
3. Carefully lay the blade server on a flat, static-protective surface.
4. Open the blade server cover or expansion-unit cover (see the documentation that came with your BladeCenter unit for instructions).
5. Locate the expansion card.
6. Rotate the handle on the expansion card labeled “RELEASE ONLY” to the vertical position while you gently pull upward on the edge of the expansion card near the “Press to Install” label.

7. Pivot the expansion card out of the connector and remove the card.

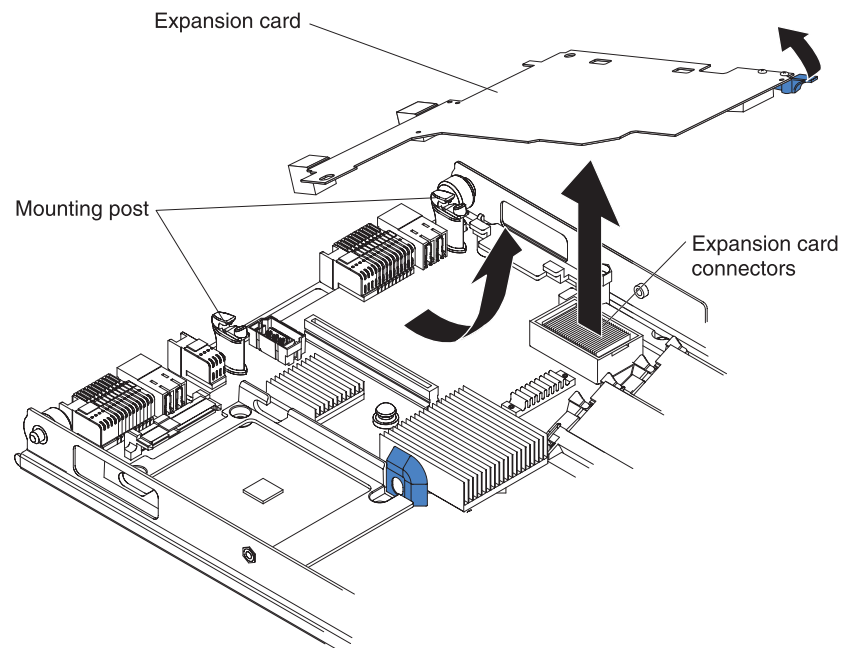


Figure 2. Removing the expansion card

8. Install the replacement expansion card. See “Installing the expansion card” on page 8 for the installation procedure.

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 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 and any optional devices are 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 *Problem Determination and Service Guide* on the IBM Documentation CD that comes with your system.
- 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 your IBM reseller or IBM Services. To locate a reseller authorized by IBM to provide warranty service, go to <http://www.ibm.com/partnerworld/> and click **Find a Business Partner** on the right side of the page. For IBM support telephone numbers, see <http://www.ibm.com/planetwide/>. 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 B. Warranty

IBM provides hardware warranty service for this product equivalent to that described in the IBM Statement of Limited Warranty ("SOLW"), a copy of which is included, notwithstanding the section entitled, "What this Warranty Does not Cover" of the SOLW. All references to "Machine" in the SOLW apply to this product (except for its firmware or accompanying software) for purposes of the warranty. References to "IBM's Official Published Specifications" mean the specifications for the product designated by IBM. Any firmware or software included in or which accompanies this product is subject to the terms and conditions of the manufacturer's end user license agreement.

IBM Statement of Limited Warranty Z125-4753-10 08/2008

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. For purposes of this Statement of Limited Warranty, "IBM" means the IBM entity that provided your Machine to you or to your reseller—for example, International Business Machines Corporation in the U.S. or IBM World Trade Corporation or the local IBM entity in your country.

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.**

This Statement of Limited Warranty is available, in multiple languages, at the following IBM Internet website: http://www.ibm.com/systems/support/machine_warranties/.

What this Warranty Covers

IBM warrants that each Machine is free from defects in materials and workmanship and conforms to its Specifications. "Specifications" is information specific to a Machine in a document entitled "Official Published Specifications", which is available upon request.

During the warranty period, IBM provides repair and exchange service for the Machine under the type of warranty service IBM designates for the Machine. The warranty period for the Machine is a fixed period starting on its original Date of Installation. The date on your purchase invoice or sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise. The warranty period, type of warranty, and service level that apply to your Machine are designated in Part 3.

Many features, conversions, or upgrades involve the removal of parts and their return to IBM. An IBM part that replaces a removed part will assume the warranty service status of the removed part. An IBM part that is added to a Machine without

replacing a previously-installed part is subject to warranty effective on its Date of Installation. Unless IBM specifies otherwise, the warranty period, type of warranty, and service level of such part is the same as the Machine on which it is installed.

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, AND ANY WARRANTY OF TITLE OR NON-INFRINGEMENT. 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:

- a. failure or damage 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, operation in other than the specified operating environment or improper maintenance by you or a third party;
- b. failure due to events beyond IBM's control;
- c. failure caused by a product for which IBM is not responsible;
- d. any non-IBM products, including those provided with, or installed on, an IBM Machine at your request;
- e. accessories, supply items and consumables (e.g. batteries and printer cartridges), and structural parts (e.g. frames and covers);
- f. service of Machine alterations; and
- g. service of a Machine on which you are using capacity or capability, other than that authorized by IBM in writing.

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, refer to the service documentation that shipped with your Machine for support assistance

and problem determination procedures. A copy of the service documentation for your Machine can also be found at the following IBM website: <http://www.ibm.com> under "Support and downloads".

If you are unable to resolve your problem with the service documentation, contact IBM or your reseller to obtain warranty service. Contact information for IBM is provided in Part 3. 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

IBM will attempt to diagnose and resolve your problem over the telephone or electronically by access to an IBM Internet website. Certain Machines contain remote support capabilities for direct problem reporting, remote problem determination, and resolution with IBM. When you contact IBM for service, you must follow the problem determination and resolution procedures that IBM specifies. Following problem determination, if IBM determines on-site service is required, a service technician will be scheduled for service at your location.

You are responsible for downloading or obtaining from IBM, 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 in a timely manner from an IBM Internet website or from other electronic media, and following the instructions that IBM provides. You may request IBM to install Machine Code changes, however, you may be charged for that service.

Some parts of IBM Machines are designated as Customer Replaceable Units ("CRUs"). If your problem can be resolved with a CRU (e.g. keyboard, 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 its subcontractor or a reseller that has been 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 or its subcontractor or the reseller is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

IBM or its subcontractor or the 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 its subcontractor or the reseller replaces becomes IBM's 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

You agree:

- a. before IBM or its subcontractor or the reseller exchanges a Machine or part, to remove all features, parts, options, alterations, and attachments not under warranty service and ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
- b. to obtain authorization from the owner to have IBM or its subcontractor or the reseller service a Machine that you do not own;
- c. where applicable, before service is provided:
 1. follow the service request procedures that IBM or its subcontractor or its reseller provides;
 2. backup and secure all programs, data, and funds contained in the Machine; and
 3. inform IBM or its subcontractor or the reseller of changes in the Machine's location;
- d. to provide IBM or its subcontractor or the reseller with sufficient and safe access to your facilities to permit IBM to fulfill its obligations;
- e. to allow IBM or its subcontractor or the reseller to install mandatory engineering changes, such as those required for safety;
- f. when the type of warranty service requires that you deliver a failing Machine to IBM, you agree to ship it suitably packaged, as IBM specifies, to a location IBM designates. After the Machine has been repaired or exchanged, IBM will return the repaired Machine or provide a replacement Machine to you at its expense, unless IBM specifies otherwise. 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; and
- g. to securely erase from any Machine you return to IBM for any reason all programs not provided by IBM with the Machine, and data, including without limitation the following: 1) information about identified or identifiable individuals or legal entities ("Personal Data"); and 2) your confidential or proprietary information and other data. If removing or deleting Personal Data is not possible, you agree to transform such information (e.g., by making it anonymous or encrypting it) so that it no longer qualifies as Personal Data under applicable law. You also agree to remove all funds from Machines returned to IBM. IBM is not responsible for any funds, programs not provided by IBM with the Machine, or data contained in a Machine that you return to IBM. You acknowledge that, to perform its responsibilities under this Statement of Limited Warranty, IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world, and you authorize IBM to do so.

Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. 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's entire liability for all claims in the aggregate arising from or related to each Product will not exceed:

- a. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- b. 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, subcontractors, and resellers. It is the maximum for which IBM and its suppliers, subcontractors, and resellers are collectively responsible.

UNDER NO CIRCUMSTANCES IS IBM OR ITS SUPPLIERS, SUBCONTRACTORS, 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.

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

Jurisdiction:

The following sentence is added to this section as it applies to countries in bold print below:

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by 1) in **Argentina**; the Ordinary Commercial Court of the city of Buenos Aires; 2) in **Bolivia**; the courts of the city of La Paz; 3) in **Brazil**; court of Rio de Janeiro, RJ; 4) in **Chile**; the Civil Courts of Justice of Santiago; 5) in **Colombia**; the Judges of the Republic of Colombia; 6) in **Ecuador**; the civil judges of Quito for executory or summary proceedings (as applicable); 7) in **Mexico**; the courts located in Mexico City, Federal District; 8) in **Paraguay**; the courts of the city of Asuncion; 9) in **Peru**; the judges and tribunals of the judicial district of Lima, Cercado; 10) in **Uruguay**; the courts of the city of Montevideo; 11) in **Venezuela**; the courts of the metropolitan area of the city of Caracas.

BRAZIL

Exchange of a Machine or Part:

Delete the last sentence:

The replacement assumes the warranty service status of the replaced item.

CANADA

What this Warranty Covers:

The following replaces the 2nd paragraph to this section:

During the warranty period, IBM provides repair and exchange service for the Machine under the type of warranty service IBM designates for the Machine. The warranty period for the Machine is a fixed period starting on its original Date of Installation. The date on your purchase invoice or sales receipt is the Date of Installation unless IBM informs you otherwise. The warranty period, type of warranty, and service level that apply to your Machine are designated in Part 3.

Limitation of Liability:

The following replaces item a and item b of this section:

- a. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by IBM's negligence; and
- b. the amount of any other actual direct damages, up to the greater of \$100,000.00 or 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").

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.

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").

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.

As applies to transactions initiated and performed in Hong Kong S.A.R., phrases throughout this Agreement containing the word “country” (for example, “country of purchase” and “country of Installation”) are replaced with “Hong Kong S.A.R.”

INDIA

Limitation of Liability:

The following replaces item a and item b of this section:

- a. 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
- b. 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.

MACAU S.A.R.

As applies to transactions initiated and performed in Macau S.A.R., phrases throughout this Agreement containing the word “country” (for example, “country of purchase” and “country of Installation”) are replaced with “Macau S.A.R.”

MALAYSIA

Limitation of Liability:

*The word “**SPECIAL**” in item 3 of the last 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 last 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 last 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 paragraphs in **Western Europe** (Andorra, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, 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 purchase a Machine in a Middle East 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, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan**; 2) “the laws of France” in **Algeria, Benin, Burkina Faso, Cameroon, 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, Libya, 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**; 5) “the laws of South Africa” in **South Africa, Namibia, Lesotho and Swaziland**; 6) “the laws of Switzerland” in **Liechtenstein**; and 7) “the laws of Czech republic” in **Czech republic**.

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, United Kingdom, 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, 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, Libya, 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 **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; 6) 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; 7) 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**; 8) in **the United Kingdom**; both of us agree to submit all disputes relating to this Statement of Limited Warranty to the exclusive jurisdiction of the English courts; 9) in **Liechtenstein**; all of our rights, duties, and obligations are settled exclusively by the competent court of Zurich; and 10) “to the competent courts of Czech republic”.

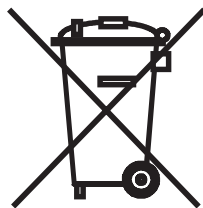
Arbitration:

The following is added under this heading:

In **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Libya, FYR Macedonia, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan** 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) BATTERY DIRECTIVE



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

Batteries or packaging for batteries are labeled in accordance with European Directive 2006/66/EC concerning batteries and accumulators and waste batteries and accumulators. The Directive determines the framework for the return and recycling of used batteries and accumulators as applicable throughout the European

Union. This label is applied to various batteries to indicate that the battery is not to be thrown away, but rather reclaimed upon end of life per this Directive.

In accordance with the European Directive 2006/66/EC, batteries and accumulators are labeled to indicate that they are to be collected separately and recycled at end of life. The label on the battery may also include a chemical symbol for the metal concerned in the battery (Pb for lead, Hg for mercury, and Cd for cadmium). Users of batteries and accumulators must not dispose of batteries and accumulators as unsorted municipal waste, but use the collection framework available to customers for the return, recycling, and treatment of batteries and accumulators. Customer participation is important to minimize any potential effects of batteries and accumulators on the environment and human health due to the potential presence of hazardous substances.

The retail price of batteries, accumulators and power cells includes the cost of the environmental management of their waste. For proper collection and treatment, contact your local IBM representative.

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.

DENMARK, FINLAND, GREECE, ITALY, LIECHTENSTEIN, 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:

- a. 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.

- b. **UNDER NO CIRCUMSTANCES IS IBM, OR ITS SUPPLIERS, SUBCONTRACTORS, 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:

- a. 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 in the aggregate 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").

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

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.

- b. **UNDER NO CIRCUMSTANCES IS IBM, OR ITS SUPPLIERS, SUBCONTRACTORS, 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 AND 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 paragraph is added to this section:

The minimum warranty period for Machines is 12 months. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a price reduction 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 the 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 “b”:

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

IRELAND

What this Warranty Covers:

The following is added to this section:

Except as expressly provided in these terms and conditions or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (“the 1980 Act”), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, section 39 of the 1980 Act).

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.

- a. IBM will accept unlimited liability for death or personal injury caused by the negligence of IBM.
- b. Subject always to the **Items for Which IBM is Not Liable** below, IBM will accept unlimited liability for physical damages to your tangible property resulting from the negligence of IBM.
- c. Except as provided in items “a” and “b” 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 “a” 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:

- a. loss of, or damage to, data;
- b. special, indirect, or consequential loss; or
- c. loss of profits, business, revenue, goodwill, or anticipated savings.

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.

TURKEY

What this Warranty Covers:

The following is added to this section:

The minimum warranty period for Machines is 2 years.

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.

- a. IBM will accept unlimited liability for:
 - 1. death or personal injury caused by the negligence of IBM; and
 - 2. 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.
- b. 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.

- c. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in items a and b 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 a 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:

- a. loss of, or damage to, data;
- b. special, indirect, or consequential loss;
- c. loss of profits, business, revenue, goodwill, or anticipated savings; or
- d. third party claims against you for damages.

Part 3 - Warranty Information

Broadcom 10Gb 2–port Ethernet Expansion Card (CFFh) for IBM BladeCenter

Country or Region of Purchase	Warranty Period	Type of Warranty Service*	Service Level*
Worldwide	1 year	1	1
* See “Types of Warranty Service” and “Service Levels” for explanations of warranty-service types and service levels.			

Scheduling of a warranty service will depend upon the following: 1) the time your request for service is received, 2) Machine technology and redundancy, and 3) availability of parts. Contact your local IBM representative or the subcontractor or reseller performing services on behalf of IBM for country and location specific information.

Types of Warranty Service

Type 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. CRUs are designated as being either a Tier 1 (mandatory) or a Tier 2 (optional) CRU. Installation of a Tier 1 CRU 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 15 days of your receipt of the replacement.

Type 5 - CRU and On-site Service

At IBM's discretion you will receive CRU service or IBM or your reseller will

repair 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.

Type 6 - CRU and Courier or Depot Service

At IBM's discretion you will receive CRU service or 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 of operation.

Type 7 - CRU and Customer Carry-In or Mail-In Service

At IBM's discretion you will receive CRU service or 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 its installation and verification of operation.

Type 8 - CRU and Machine Exchange Service

At IBM's discretion you will receive specified CRU service or IBM will initiate shipment of a replacement Machine to your location. You must pack the failing Machine into the shipping container that contained the replacement Machine and return the failing Machine to IBM. Transportation charges, both ways, are paid by IBM. You may be charged for the replacement Machine if IBM does not receive the failing Machine within 15 days of your receipt of the replacement Machine. You are responsible for its installation and verification of operation.

Service Levels

Service levels specified below are response-time objectives only and are not guarantees. The specified service level may not be available in all worldwide locations. Charges may apply outside IBM's normal service area. Response times are based on local standard business days and working hours. Unless otherwise specified, all responses are measured from the time the customer contacts IBM for problem determination until IBM has resolved the problem remotely or scheduled service to be performed. Same Business Day Warranty Service (SBD) is based on local standard business days and working hours. Next Business Day Warranty Service (NBD) is based on commercially reasonable effort.

IBM encourages you to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in an increased service level response-time due to resource requirements.

1. Next Business Day (NBD), 9X5
2. Same Business Day (SBD), 9X5
3. Same Day (SD), 24X7

IBM Contact Information

For IBM in Canada or the United States, call 1-800-IBM-SERV (or 1-800-426-7378). For IBM in the European Union (EU), Asia Pacific, and Latin America countries,

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Appendix C. Notices

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Important notes

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

CD or DVD drive speed is the variable read rate. Actual speeds vary and are often less than the possible maximum.

When referring to processor storage, real and virtual storage, or channel volume, KB stands for 1024 bytes, MB stands for 1 048 576 bytes, and GB stands for 1 073 741 824 bytes.

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

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

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

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

Particulate contamination

Attention: Airborne particulates (including metal flakes or particles) and reactive gases acting alone or in combination with other environmental factors such as humidity or temperature might pose a risk to the device that is described in this document. Risks that are posed by the presence of excessive particulate levels or concentrations of harmful gases include damage that might cause the device to malfunction or cease functioning altogether. This specification sets forth limits for particulates and gases that are intended to avoid such damage. The limits must not be viewed or used as definitive limits, because numerous other factors, such as temperature or moisture content of the air, can influence the impact of particulates or environmental corrosives and gaseous contaminant transfer. In the absence of specific limits that are set forth in this document, you must implement practices that maintain particulate and gas levels that are consistent with the protection of human health and safety. If IBM determines that the levels of particulates or gases in your environment have caused damage to the device, IBM may condition provision of repair or replacement of device or parts on implementation of appropriate remedial measures to mitigate such environmental contamination. Implementation of such remedial measures is a customer responsibility.

Table 3. Limits for particulates and gases

Contaminant	Limits
Particulate	<ul style="list-style-type: none">• The room air must be continuously filtered with 40% atmospheric dust spot efficiency (MERV 9) according to ASHRAE Standard 52.2¹.• Air that enters a data center must be filtered to 99.97% efficiency or greater, using high-efficiency particulate air (HEPA) filters that meet MIL-STD-282.• The deliquescent relative humidity of the particulate contamination must be more than 60%².• The room must be free of conductive contamination such as zinc whiskers.
Gaseous	<ul style="list-style-type: none">• Copper: Class G1 as per ANSI/ISA 71.04-1985³• Silver: Corrosion rate of less than 300 Å in 30 days

¹ ASHRAE 52.2-2008 - *Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size*. Atlanta: American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.

² The deliquescent relative humidity of particulate contamination is the relative humidity at which the dust absorbs enough water to become wet and promote ionic conduction.

³ ANSI/ISA-71.04-1985. *Environmental conditions for process measurement and control systems: Airborne contaminants*. Instrument Society of America, Research Triangle Park, North Carolina, U.S.A.

Documentation format

The publications for this product are in Adobe Portable Document Format (PDF) and should be compliant with accessibility standards. If you experience difficulties when you use the PDF files and want to request a web-based format or accessible PDF document for a publication, direct your mail to the following address:

*Information Development
IBM Corporation
205/A015*

3039 E. Cornwallis Road
P.O. Box 12195
Research Triangle Park, North Carolina 27709-2195
U.S.A.

In the request, be sure to include the publication part number and title.

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Telecommunication regulatory statement

This product is not intended to be connected directly or indirectly by any means whatsoever to interfaces of public telecommunications networks, nor is it intended to be used in a public services network.

Electronic emission notices

When you attach a monitor to the equipment, you must use the designated monitor cable and any interference suppression devices that are supplied with the monitor.

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.

European Union EMC Directive conformance statement

This product is in conformity with the protection requirements of EU Council Directive 2004/108/EC 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.

Attention: This is an EN 55022 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.

Responsible manufacturer:

International Business Machines Corp.
New Orchard Road
Armonk, New York 10504
914-499-1900

European Community contact:

IBM Technical Regulations, Department M456
IBM-Allee 1, 71137 Ehningen, Germany
Telephone: +49 7032 15-2937
Email: tjahn@de.ibm.com

Germany Class A statement

Deutschsprachiger EU Hinweis:

Hinweis für Geräte der Klasse A EU-Richtlinie zur Elektromagnetischen Verträglichkeit

Dieses Produkt entspricht den Schutzanforderungen der EU-Richtlinie 2004/108/EG zur Angleichung der Rechtsvorschriften über die elektromagnetische Verträglichkeit in den EU-Mitgliedsstaaten und hält die Grenzwerte der EN 55022 Klasse A ein.

Um dieses sicherzustellen, sind die Geräte wie in den Handbüchern beschrieben zu installieren und zu betreiben. Des Weiteren dürfen auch nur von der IBM empfohlene Kabel angeschlossen werden. IBM übernimmt keine Verantwortung für die Einhaltung der Schutzanforderungen, wenn das Produkt ohne Zustimmung der IBM verändert bzw. wenn Erweiterungskomponenten von Fremdherstellern ohne Empfehlung der IBM gesteckt/eingebaut werden.

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Deutschland: Einhaltung des Gesetzes über die elektromagnetische Verträglichkeit von Geräten

Dieses Produkt entspricht dem "Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG)". Dies ist die Umsetzung der EU-Richtlinie 2004/108/EG in der Bundesrepublik Deutschland.

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Dieses Gerät ist berechtigt, in Übereinstimmung mit dem Deutschen EMVG das EG-Konformitätszeichen - CE - zu führen.

Verantwortlich für die Einhaltung der EMV Vorschriften ist der Hersteller:

International Business Machines Corp.
New Orchard Road
Armonk, New York 10504
914-499-1900

Der verantwortliche Ansprechpartner des Herstellers in der EU ist:

IBM Deutschland
Technical Regulations, Department M456
IBM-Allee 1, 71137 Ehningen, Germany
Telephone: +49 7032 15-2937
Email: tjahn@de.ibm.com

Generelle Informationen:

Das Gerät erfüllt die Schutzanforderungen nach EN 55024 und EN 55022 Klasse A.

Japan VCCI Class A statement

この装置は、クラス A 情報技術装置です。この装置を家庭環境で使用する
と電波妨害を引き起こすことがあります。この場合には使用者が適切な対策
を講ずるよう要求されることがあります。 VCCI-A

This is a Class A product based on the standard of the Voluntary Control Council for Interference (VCCI). If this equipment is used in a domestic environment, radio interference may occur, in which case the user may be required to take corrective actions.

Japan Electronics and Information Technology Industries Association (JEITA) statement

高調波ガイドライン適合品

Japanese Electronics and Information Technology Industries Association (JEITA)
Confirmed Harmonics Guideline (products less than or equal to 20 A per phase)

Korea Communications Commission (KCC) statement

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This is electromagnetic wave compatibility equipment for business (Type A). Sellers and users need to pay attention to it. This is for any areas other than home.

Russia Electromagnetic Interference (EMI) Class A statement

ВНИМАНИЕ! Настоящее изделие относится к классу А.
В жилых помещениях оно может создавать радиопомехи, для
снижения которых необходимы дополнительные меры

People's Republic of China Class A electronic emission statement

中华人民共和国“A类”警告声明

声 明

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可能需要用户对其干扰采取切实可行的措施。

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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。

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