

IBM BladeCenter S  
Types 7779 and 8886



# Serial Pass-Thru Module



IBM BladeCenter S  
Types 7779 and 8886



# Serial Pass-Thru Module

**Note**

**Note:** Before using this information and the product it supports, read the general information in Notices; and read the *IBM Safety Information* and the *IBM Systems Environmental Notices and User Guide* on the *IBM Documentation CD*.

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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.

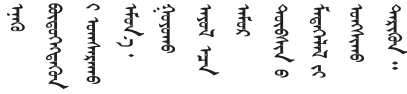
A termék telepítése előtt olvassa el a Biztonsági előírásokat!

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.

ཐོན་ཁུངས་འདི་བདེ་སྤྱད་མ་བྱས་གོང་། སྐྱོར་གྱི་ཡིད་གཟབ་  
བྱ་འདྲ་མིན་ཡོད་པའི་འོད་སྤེར་བལྟ་དགོས།

Bu ürünü kurmadan önce güvenlik bilgilerini okuyun.

مەزكۇر مەھسۇلاتنى ئورنىتىشتىن بۇرۇن بىخەتەرلىك ئۇچۇرلىرىنى ئوقۇپ چىقىڭ.

Youq mwngz yungh canjbinj neix gaxgonq, itdingh aeu doeg aen  
canjbinj soengq cungj vahgangj ancien siusik.

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## Guidelines for trained service technicians

This section contains information for trained service technicians.

### Inspecting for unsafe conditions

Use this information to help you identify potential unsafe conditions in an IBM® product that you are working on.

Each IBM product, as it was designed and manufactured, has required safety items to protect users and service technicians from injury. The information in this section addresses only those items. Use good judgment to identify potential unsafe conditions that might be caused by non-IBM alterations or attachment of non-IBM features or optional devices that are not addressed in this section. If you identify



an unsafe condition, you must determine how serious the hazard is and whether you must correct the problem before you work on the product.

Consider the following conditions and the safety hazards that they present:

- Electrical hazards, especially primary power. Primary voltage on the frame can cause serious or fatal electrical shock.
- Explosive hazards, such as a damaged CRT face or a bulging capacitor.
- Mechanical hazards, such as loose or missing hardware.

To inspect the product for potential unsafe conditions, complete the following steps:

1. Make sure that the power is off and the power cords are disconnected.
2. Make sure that the exterior cover is not damaged, loose, or broken, and observe any sharp edges.
3. Check the power cords:
  - Make sure that the third-wire ground connector is in good condition. Use a meter to measure third-wire ground continuity for 0.1 ohm or less between the external ground pin and the frame ground.
  - Make sure that the power cords are the correct type.
  - Make sure that the insulation is not frayed or worn.
4. Remove the cover.
5. Check for any obvious non-IBM alterations. Use good judgment as to the safety of any non-IBM alterations.
6. Check inside the system for any obvious unsafe conditions, such as metal filings, contamination, water or other liquid, or signs of fire or smoke damage.
7. Check for worn, frayed, or pinched cables.
8. Make sure that the power-supply cover fasteners (screws or rivets) have not been removed or tampered with.

## **Guidelines for servicing electrical equipment**

Observe these guidelines when you service electrical equipment.

- Check the area for electrical hazards such as moist floors, nongrounded power extension cords, and missing safety grounds.
- Use only approved tools and test equipment. Some hand tools have handles that are covered with a soft material that does not provide insulation from live electrical current.
- Regularly inspect and maintain your electrical hand tools for safe operational condition. Do not use worn or broken tools or testers.
- Do not touch the reflective surface of a dental mirror to a live electrical circuit. The surface is conductive and can cause personal injury or equipment damage if it touches a live electrical circuit.
- Some rubber floor mats contain small conductive fibers to decrease electrostatic discharge. Do not use this type of mat to protect yourself from electrical shock.
- Do not work alone under hazardous conditions or near equipment that has hazardous voltages.
- Locate the emergency power-off (EPO) switch, disconnecting switch, or electrical outlet so that you can turn off the power quickly in the event of an electrical accident.
- Disconnect all power before you perform a mechanical inspection, work near power supplies, or remove or install main units.

- Before you work on the equipment, disconnect the power cord. If you cannot disconnect the power cord, have the customer power-off the wall box that supplies power to the equipment and lock the wall box in the off position.
- Never assume that power has been disconnected from a circuit. Check it to make sure that it has been disconnected.
- If you have to work on equipment that has exposed electrical circuits, observe the following precautions:
  - Make sure that another person who is familiar with the power-off controls is near you and is available to turn off the power if necessary.
  - When you work with powered-on electrical equipment, use only one hand. Keep the other hand in your pocket or behind your back to avoid creating a complete circuit that could cause an electrical shock.
  - When you use a tester, set the controls correctly and use the approved probe leads and accessories for that tester.
  - Stand on a suitable rubber mat to insulate you from grounds such as metal floor strips and equipment frames.
- Use extreme care when you measure high voltages.
- To ensure proper grounding of components such as power supplies, pumps, blowers, fans, and motor generators, do not service these components outside of their normal operating locations.
- If an electrical accident occurs, use caution, turn off the power, and send another person to get medical aid.

---

## Safety statements

These statements provide the caution and danger information that is used in this documentation.

### Important:

Each caution and danger statement in this documentation 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 documentation before you perform the procedures. Read any additional safety information that comes with your system or optional device before you install the device.

### Statement 1



## DANGER

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

To avoid a shock hazard:

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

### To Connect:

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

### To Disconnect:

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

## Statement 2



### CAUTION:

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

*Do not:*

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

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

### Statement 3



#### CAUTION:

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

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



#### DANGER

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

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

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

### Statement 4



≥ 18 kg (39.7 lb)



≥ 32 kg (70.5 lb)



≥ 55 kg (121.2 lb)

#### CAUTION:

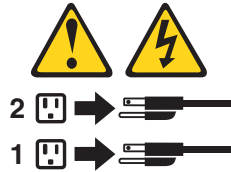
Use safe practices when lifting.

### Statement 5



#### CAUTION:

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



### Statement 6



#### CAUTION:

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

### Statement 8



#### CAUTION:

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



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

### Statement 12



**CAUTION:**

The following label indicates a hot surface nearby.



### Statement 26



**CAUTION:**

Do not place any object on top of rack-mounted devices.



### Statement 27



**CAUTION:**

Hazardous moving parts are nearby.



### Rack Safety Information, Statement 2



## **DANGER**

- Always lower the leveling pads on the rack cabinet.
- Always install stabilizer brackets on the rack cabinet.
- Always install servers and optional devices starting from the bottom of the rack cabinet.
- Always install the heaviest devices in the bottom of the rack cabinet.

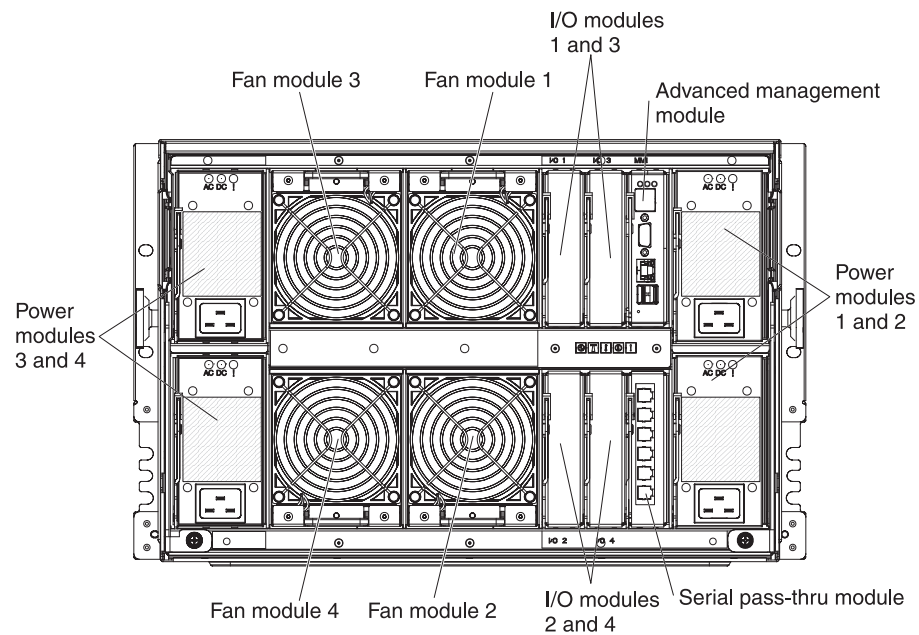




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## Chapter 1. BladeCenter S Types 7779 and 8886 serial pass-thru module

The serial pass-thru module is installed in the serial pass-thru module bay on the rear of the BladeCenter S chassis.



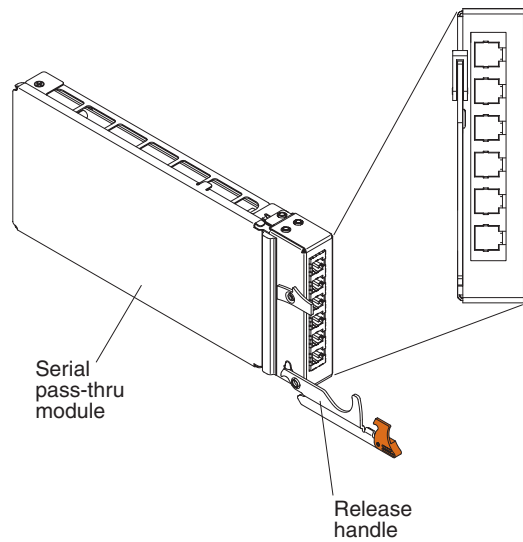
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### Serial pass-thru module

The serial pass-thru module has six serial ports that you can use to directly attach a four-wire serial RJ-45 connector to each of the blade servers in the BladeCenter S chassis. If you use the serial pass-thru module, it must be installed in the serial pass-thru module bay.

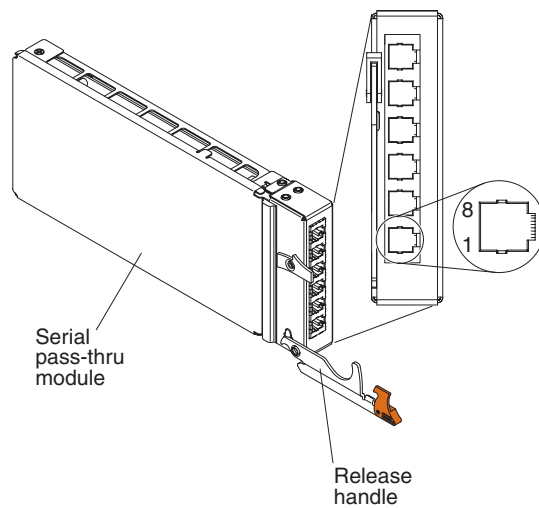
**Note:** See the documentation for the blade server that you are using to ensure that it supports this type of serial access.

The connectors are numbered 1 through 6, from top to bottom, and correspond to blade servers in blade server bays 1 through 6.



## Serial pass-thru connector pinout

There are eight pins on each RJ-45 port, numbered 1 through 8, from bottom to top.



Contact (pin number)	Signal name	Signal direction
1	RTS (Request to send)	Output from blade server
2	Not used	n/a
3	RXD (Receive data)	Input to blade server
4	GND (Ground)	n/a
5	Not used	n/a
6	TXD (Transfer data)	Output from blade server
7	Not used	n/a
8	CTS (Clear to send)	Input to blade server

**Note:** The serial pass-thru module uses the DTE convention.



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## Chapter 2. Installation guidelines

Before you remove or replace a component, read the following information.

- Read Safety and “Handling static-sensitive devices” on page 6. This information will help you work safely.
- Observe good housekeeping in the area where you are working. Place removed covers and other parts in a safe place.
- You do not have to disconnect the BladeCenter S system from power to install or replace any of the hot-swap modules. You must shut down the operating system and turn off a hot-swap blade server before you remove it, but you do not have to remove power from the BladeCenter S system itself.
- Do not attempt to lift an object that you think is too heavy for you. If you have to lift a heavy object, observe the following precautions:
  - Make sure that you stand safely without slipping.
  - Distribute the weight of the object equally between your feet.
  - Use a slow lifting force. Never move suddenly or twist when you lift a heavy object.
  - To avoid straining the muscles in your back, lift by standing or by pushing up with your leg muscles.
- Make sure that you have an adequate number of properly grounded electrical outlets for the BladeCenter S system.
- Back up all important data before you make changes to disk drives.
- Have a small flat-blade screwdriver available.
- Orange on a component or an orange label on or near a component indicates that the component may be hot-swapped, which means that you can remove or install the component while the BladeCenter S system is running. (Orange can also indicate touch points on hot-swap components.) See the instructions for removing or installing a specific hot-swap component for any additional procedures that you might have to perform before you remove or install the component.
- Blue on a component indicates touch points, where you can grip the component to remove it from or install it in the BladeCenter S chassis, open or close a latch, and so on.

---

### System reliability guidelines

To help ensure proper system cooling and system reliability, make sure the following requirements are met.

- Each of the module bays on the front and rear of the BladeCenter S chassis has either a module or a module bay filler installed in it.
- Each of the blade bays on the front of the BladeCenter S chassis has either a blade server or a blade bay filler installed in it.
- Each of the storage module bays has a storage module or storage module filler installed in it. If a storage module is installed, each of the drive bays has a hard disk drive or a hard disk drive bay filler installed in it.
- Each of the drive bays in a blade server storage expansion option has either a hot-swap drive or a filler panel installed.
- You have followed the cabling instructions that come with optional adapters.

- Cables for the optional modules are routed correctly.
- A failed fan module is replaced as soon as possible.

---

## Handling static-sensitive devices

Make sure that you read these guidelines before handling static-sensitive devices.

### About this task

**Attention:** Static electricity can damage the BladeCenter S chassis 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 electrostatic discharge, observe the following precautions:

- Limit your movement. Movement can cause static electricity to build up around you.
- The use of a grounding system is recommended. For example, wear an electrostatic-discharge wrist strap, if one is available.
- 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 an unpainted metal part of the BladeCenter S chassis or rack 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 immediately without setting down the device. If it is necessary to set down the device, put it back into its static-protective package.
- Take additional care when you handle devices during cold weather. Heating reduces indoor humidity and increases static electricity.

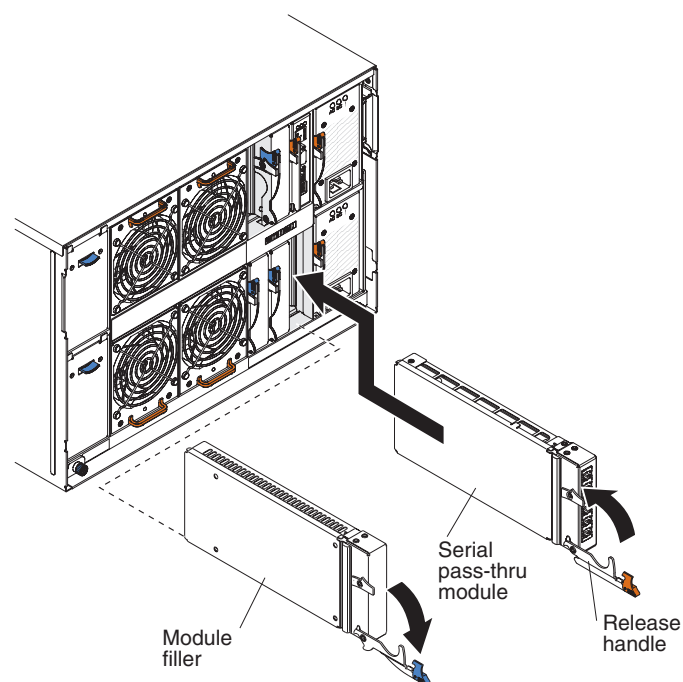
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## Chapter 3. Installing a serial pass-thru module

You can install a serial pass-thru module while the BladeCenter S system is powered on. To install it in the serial pass-thru module bay, open the release handle and slide the serial pass-thru module into the serial pass-thru module module bay.

### Before you begin

#### About this task



### Procedure

1. Open the release handle (rotate the handle down).
2. Slide the module into the serial pass-thru module bay until it stops.
3. Close the release handle (rotate the handle up).
4. Connect all cables to the module.



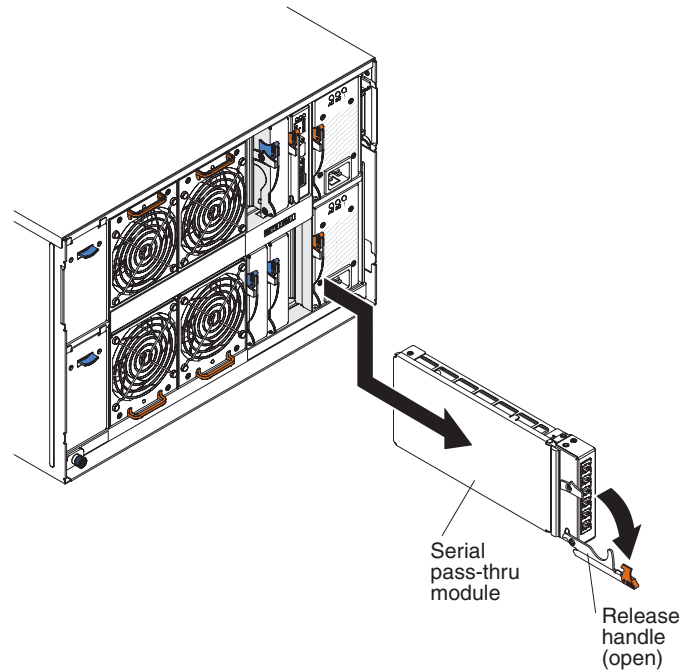


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## Chapter 4. Removing a serial pass-thru module

You can remove a serial pass-thru module while the BladeCenter S system is powered on. To remove it, disconnect all cables, open the release handle, and slide the serial pass-thru module out of the BladeCenter S chassis.

### About this task



### Procedure

1. Disconnect all cables from the module.
2. Open the release handle (rotate the handle down) to disengage the serial pass-thru module.
3. Slide the module out of the BladeCenter S chassis.



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## Appendix. IBM Statement of Limited Warranty Z125-4753-09 08/2006

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### Part 1 - General Terms

#### Part 1 - General Terms

This Statement of Limited Warranty includes Part 1 - General Terms, Part 2 - Country-unique Terms, and Part 3 - Warranty Information. The terms of Part 2 replace or modify those of Part 1.

The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. **NOTHING IN THIS STATEMENT OF LIMITED WARRANTY AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.**

This Statement of Limited Warranty is available, in multiple languages, at the following IBM Internet Web site: [http://www.ibm.com/servers/support/machine\\_warranties/](http://www.ibm.com/servers/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. 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:

1. 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, or improper maintenance by you;
2. failure caused by a product for which IBM is not responsible;
3. any non-IBM products, including those provided with, or installed on, an IBM Machine at your request;
4. accessories, supply items and consumables (e.g. batteries and printer cartridges), and structural parts (e.g. frames and covers);
5. service of Machine alterations; and
6. 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, 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 Web site. 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 Web site 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:

1. 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;
2. to obtain authorization from the owner to have IBM or its subcontractor or the reseller service a Machine that you do not own;
3. where applicable, before service is provided:
  - a. follow the service request procedures that IBM or its subcontractor or its reseller provides;
  - b. backup and secure all programs, data, and funds contained in the Machine; and
  - c. inform IBM or its subcontractor or the reseller of changes in the Machine's location;
4. to provide IBM or its subcontractor or the reseller with sufficient and safe access to your facilities to permit IBM to fulfill its obligations;
5. to allow IBM or its subcontractor or the reseller to install mandatory engineering changes, such as those required for safety;
6. 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
7. 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. 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, 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.

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## **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 2<sup>nd</sup> 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 1 and item 2 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
2. 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 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.

## **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 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 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 \*!ENTITY!\* 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, 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 \*!ENTITY!\* 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; 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 8) **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, 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)**

##### **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, 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, 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:

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, 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 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



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 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.

## 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.

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.

## 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.

## SWITZERLAND

**Your Additional Responsibilities:** *The following sentence is added to this section:*

Personal Data also includes information about you as a legal entity.

## 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.

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;
3. loss of profits, business, revenue, goodwill, or anticipated savings; or
4. third party claims against you for damages.

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## Part 3 - Warranty Information

### Serial pass-thru module

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 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

#### 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 Tier 1 or a Tier 2 CRU. 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 15 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 of the Machine and verification of its operation.

**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).

**8. Machine Exchange Service**

IBM will initiate shipment of a replacement Machine to your location. You are responsible for its installation and verification of its operation. 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.

**(\*) 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.**

**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. Certain Machines with a Same Day On-site response-time objective may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution.

**1. Next Business Day (NBD), 9X5**

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location on the next business day. Service will be provided from 8:00 a.m. to 5:00 p.m. in your local time zone, Monday through Friday, excluding holidays.

**2. Same Business Day (SBD), 9X5**

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location within four hours. Service will be provided from 8:00 a.m. to 5:00

p.m. in your local time zone, Monday through Friday, excluding local IBM holidays. If after 1:00 p.m. it is determined that on-site service is required, a service technician will be scheduled to arrive the morning of the following business day.

**3. Same Day (SD), 24X7**

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location within four hours. This type of service will be provided 24 hours a day, every day, including holidays.

**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, contact IBM in that country or visit the following IBM Internet Web site:  
[http://www.ibm.com/servers/support/machine\\_warranties/](http://www.ibm.com/servers/support/machine_warranties/).



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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.

Each solid-state memory cell has an intrinsic, finite number of write cycles that the cell can incur. Therefore, a solid-state device has a maximum number of write cycles that it can be subjected to, expressed as “total bytes written” (TBW). A device that has exceeded this limit might fail to respond to system-generated commands or might be incapable of being written to. IBM is not responsible for replacement of a device that has exceeded its maximum guaranteed number of program/erase cycles, as documented in the Official Published Specifications for the device.

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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 devices or parts on implementation of appropriate remedial measures to mitigate such environmental contamination. Implementation of such remedial measures is a customer responsibility.

*Table 1. Limits for particulates and gases*

Contaminant	Limits
Particulate	<ul style="list-style-type: none"> <li>The room air must be continuously filtered with 40% atmospheric dust spot efficiency (MERV 9) according to ASHRAE Standard 52.2<sup>1</sup>.</li> <li>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.</li> <li>The deliquescent relative humidity of the particulate contamination must be more than 60%<sup>2</sup>.</li> <li>The room must be free of conductive contamination such as zinc whiskers.</li> </ul>
Gaseous	<ul style="list-style-type: none"> <li>Copper: Class G1 as per ANSI/ISA 71.04-1985<sup>3</sup></li> <li>Silver: Corrosion rate of less than 300 Å in 30 days</li> </ul>
<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>	

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## 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  
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3039 E. Cornwallis Road  
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## Telecommunication regulatory statement

This product may not be certified in your country for connection by any means whatsoever to interfaces of public telecommunications networks. Further certification may be required by law prior to making any such connection. Contact an IBM representative or reseller for any questions.

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## 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 might 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 Deutschland GmbH  
Technical Regulations, Department M372  
IBM-Allee 1, 71139 Ehningen, Germany  
Telephone: +49 7032 15 2941  
Email: lugi@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.

### **Zulassungsbescheinigung laut dem Deutschen Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG) (bzw. der EMC EG Richtlinie 2004/108/EG) für Geräte der Klasse A**

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 GmbH  
Technical Regulations, Abteilung M372  
IBM-Allee 1, 71139 Ehningen, Germany  
Telephone: +49 7032 15 2941  
Email: lugi@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準用品

Japan Electronics and Information Technology Industries Association (JEITA)  
Confirmed Harmonics Guidelines with Modifications (products greater than 20 A per phase)

### **Korea Communications Commission (KCC) statement**

이 기기는 업무용(A급)으로 전자파적합기기로서 판매자 또는 사용자는 이 점을 주의하시기 바라며, 가정외의 지역에서 사용하는 것을 목적으로 합니다.

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**

声 明  
此为 A 级产品。在生活环境中，该产品可能会造成无线电干扰。在这种情况下，可能需要用户对其干扰采取切实可行的措施。

## Taiwan Class A compliance 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。

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