



Statement of Limited Warranty

This Statement of Limited Warranty (SOLW) includes Part 1 – Machine Warranty, Part 2 – Country Required Terms, and Part 3 – Warranty Information. The terms of Part 2 replace or modify those of Part 1 in the countries specified. Part 3 – Warranty Information (Part 3) ships with the Machine and includes product-specific information such as the warranty period, type of warranty service, and service level for the Machine are specified in Part 3. You/your means the entity that acquired the Machine for its own use. IBM means the IBM entity that provided the 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. This SOLW is available in multiple languages at http://www.ibm.com/systems/support/machine_warranties/ Information about environmental concerns, including disposal of batteries, is available at www.ibm.com/ibm/environment

Part 1 – Machine Warranty

A Machine is an IBM-branded device including its features, upgrades, and accessories, and does not include any software programs, whether pre-loaded with the Machine or installed later. Certain Machines contain Machine Code as identified at http://www.ibm.com/servers/support/machine_warranties/support_by_product.html Machine Code is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by Machine Code, that permit the operation of the machine's processors, storage or other functionality.

IBM warrants that a Machine used in its specified operating environment will conform to its official published specifications. During its warranty period, IBM will repair or exchange the Machine without charge. IBM may require proof of purchase (i.e., a copy of the sales receipt or purchase invoice) to validate warranty entitlement.

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

Unless IBM specifies otherwise, these warranties apply only in the country or region in which the Machine was purchased.

The IBM warranties apply only to Machines acquired for your own use, and not for resale. IBM does not warrant uninterrupted or error-free operation of an IBM Machine or that IBM will correct all defects. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in Part 3. 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. Some jurisdictions may not allow the exclusion of express or implied warranties, so the above exclusion may not apply. In such event, Warranties are limited in duration to the warranty period and no warranties apply after that period. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply. Nothing in this SOLW affects any statutory rights of consumers that cannot be limited by contract.

Accessories, supply items, consumables, and structural parts (for example, frames and covers) are not warranted. Batteries are a consumable and not warranted unless IBM specifies the warranty in Part 3. The warranty for Machines is voided by removal or alteration of Machine or parts identification labels.

No Homologation.

Unless IBM specifies otherwise in a Machine's published IBM announcement letter, the Machine is not certified for connection by any means to interfaces of public telecommunications networks. Certification may be required by law prior to making any such connection.

Warranty Start Date

The warranty period starts:

- (a) for a Machine specified as Customer Set Up (CSU), on the second business day after the standard transit allowance period;
- (b) for a Machine not specified as CSU, on the earlier of (i) the business day after IBM completes its standard installation procedure and (ii) 45 days following shipment from IBM.

Certain IBM services and product offerings linked to a Machine's "Date of Installation" will be invoiced, and their term will start, on the Machine's warranty start date as specified above.

Installations

You must follow instructions provided to install CSU Machines. If a Machine that IBM is responsible to install is not made available for IBM to install within six months from the date IBM ships the Machine to purchaser or the reseller, installation will be subject to a charge under separate service terms with IBM.

For a Machine that IBM is responsible to install, if purchaser elects to install or service the Machine itself, relocates the Machine, or has a third party install, service, or relocate the Machine, IBM reserves the right to inspect the Machine before providing warranty service. IBM may, at its sole discretion, charge for the inspection. If the Machine is not in an acceptable condition for warranty service, as solely determined by IBM, you may request that IBM restore it to an acceptable condition for service or

withdraw the request for warranty service. IBM will determine if restoration is possible. Restoration is provided as a billable service. If specified, additional charges such as transportation or special handling may apply.

Features, conversions, or upgrades may involve the removal of parts and their return to IBM. An IBM part or feature installed during the initial installation of a Machine is subject to the Machine's warranty period effective at installation of the Machine. An IBM part or feature that replaces a previously installed part or feature assumes the remainder of the warranty period for the replaced part or feature. An IBM part or feature added to a Machine without replacing a previously installed part or feature is subject to the specified warranty period for the added part or feature. Unless IBM specifies otherwise, the warranty period, type of warranty service, and service level of such part or feature is the same as the Machine on which it is installed.

When warranty service involves the exchange of a Machine or part, the item replaced 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 status of the replaced item.

Warranty Service

If the IBM Machine does not function as warranted during the warranty period, refer to the service documentation that shipped with the Machine for support assistance and problem determination procedures. A copy of the service documentation for the Machine can also be found at http://www-947.ibm.com/systems/support/machine_warranties/support_by_product.html under Support and Downloads.

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

IBM will attempt to diagnose and resolve the problem over the telephone or electronically by access to an IBM website. Certain Machines contain remote support capabilities for direct problem reporting, remote problem determination, and resolution with IBM. 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 installed location.

Warranty service may be performed at your location or IBM locations. IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world. IBM uses global resources (non-permanent residents used locally and personnel in locations worldwide) for delivery of warranty services.

IBM is not responsible for saving or protecting any funds, programs not provided by IBM with the original equipment, or any data contained in a Machine returned to IBM. Before returning a Machine to IBM, you must securely erase all non-IBM programs and all data (including confidential, proprietary and personal data regarding any individual or entity) from any Machine returned to IBM for any reason and ensure that it is free of any legal restrictions that would prevent its return. You are responsible for adequate content back-up.

Updates. You are responsible for downloading, or obtaining from IBM, and installing designated Machine Code (microcode, basic input/output system code (BIOS), utility programs, device drivers, and diagnostics delivered with a Machine) and other software updates promptly from an IBM website or other electronic media, and following the instructions that IBM provides. You may request IBM to install Machine Code changes as a billable service.

IBM, its subcontractor, or the reseller will manage and install selected engineering changes for the Machine.

CRUs. Some parts of IBM Machines are designated as Customer Replaceable Units (CRUs). If the 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.

Your Responsibilities

You will:

- a. inform IBM or the reseller of changes in the Machine's location;
- b. before a Machine or part is exchanged, remove all features, parts, options, alterations, and attachments not covered under this warranty, and ensure that the Machine is free of any legal restrictions that prevent its exchange;
- c. when the type of warranty service requires delivery of a failing Machine to IBM, 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 a replacement Machine, at IBM's expense, unless IBM specifies otherwise;
- d. obtain authorization from the owner of a Machine before requesting warranty service, if applicable;
- e. provide sufficient and safe access to facilities and the Machine to permit services to be performed (clean, well lit, and suitable for the purpose), including suitable working area to allow disassembly and reassembly of the IBM Machine;
- f. follow the service request procedures that IBM provides, and to follow guidelines pertaining to operator responsibilities and supplies, prior to placing a request;
- g. allow IBM, its subcontractor, or the reseller to install mandatory engineering changes, such as those for safety; and
- h. remain responsible for adequately protecting the Machine and all data contained therein whenever IBM remotely accesses it to assist in isolating the problem cause. If you deny remote access by IBM, IBM may be limited in its ability to resolve the problem.

Limitation of Liability

IBM's entire liability for all claims related to this Machine will not exceed the amount of any actual direct damages you incurred up to the amounts paid for the Machine that is the subject of the claim, regardless of the basis of the claim. This

limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, loss of data, or lost profits, business, value, revenue, goodwill, or anticipated savings. The following amounts, if IBM is legally liable for them, are not subject to the above cap: i) damages for body injury (including death); ii) damages to real property and tangible personal property; and iii) damages that cannot be limited under applicable law.

You and IBM agree to look to their own risk management (including insurance) to cover damage, destruction, loss, theft, or government taking (collectively, Loss) of their respective tangible property (whether owned or leased) and neither party shall be liable to the other for such Loss except liability for negligence under applicable law.

Governing Law

The laws of the country in which you acquired the Machine will govern, interpret, and enforce all of your and IBM's rights and obligations relating to the subject matter of this SOLW, without regard to conflict of law principles.

All rights and obligations are subject to the courts of the country in which the Machine is acquired.

Part 2 – Country Required Terms

AMERICAS

Governing Law – Replace “the country in which you acquired the Machine” with:

Canada – the Province of Ontario.

United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Vincent and the Grenadines – the State of New York, USA.

Warranty Start Date

Argentina, Brazil, Chile, Colombia, Ecuador, Mexico, Peru, Uruguay, Venezuela – replace “standard transit allowance period” with: delivery date.

ASIA PACIFIC

Replace all references to “country” (i.e., “country in which you acquired the Machine”) with:

Hong Kong – Hong Kong SAR

Korea – the Republic of Korea

Taiwan – Taiwan

Macau – Macau SAR

Taiwan – Taiwan

Machine Warranty

Australia – Add:

The warranties specified are in addition to any rights under the Australian Consumer Law or other similar legislation and are only limited to the extent permitted by the applicable legislation. Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010. Where a product we supply to you is, for the purposes of the Competition and Consumer Act 2010 deemed to be a “consumer transaction” (as defined in the Australian Consumer Law) then, in addition to your other rights under our agreement, the following may apply: IBM products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

New Zealand – Add:

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.

Warranty Start Date (a) – Replace “on the second business day after the standard transit allowance period” with:

Japan: at the expiration of the 10th day following shipment from IBM

Korea: on the last day of IBM’s standard transit allowance period

People’s Republic of China (PRC): on the earlier of (i) the second business day after arrival at Client’s installation location and (ii) two months after the date of delivery. When such a Machine is delivered for connection to a Machine that IBM is responsible to install, the warranty period of the Client Set Up Machine will be the later of the two installation dates.

Warranty Start Date (b)

Japan: replace “i” with “on the 10th day following the day IBM completes its standard installation procedure”

PRC, Taiwan, Hong Kong, Macau: in “ii”, replace “45 days” with: 75 days

Governing Law – Replace “the country in which you acquired the Machine” with:

Cambodia, Laos: the State of New York, United States;

Australia: the State or Territory in which the Machine is acquired;

Governing Law – Add: **Dispute Resolution**

Cambodia, India, Laos, Philippines, Vietnam: Disputes will be finally settled by arbitration, held in Singapore, in accordance with the Arbitration Rules of Singapore International Arbitration Center (“SIAC Rules”) then in effect.

Indonesia: Disputes will be finally settled by arbitration, held in Jakarta, Indonesia, in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or “BANI”) then in effect.

Malaysia: Disputes will be finally settled by arbitration held in Kuala Lumpur in accordance with the Arbitration Rules of the Kuala Lumpur Regional Centre for Arbitration (“KLRCA Rules”) then in effect.

People’s Republic of China: Either party has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with arbitration rules in force at the time.

Governing Law – Add: Jurisdiction

In the countries below, all disputes will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

Hong Kong, Macau: the courts of Hong Kong Special Administrative Region (SAR);

Korea: the Seoul Central District Court of the Republic of Korea;

Taiwan: the courts of Taiwan.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

European Union – Add at end of first paragraph:

Specific information about battery disposal is found at <http://www-05.ibm.com/uk/weee/>

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Ireland – Add:

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).

Warranty Start Date

Austria, Greece, Cyprus – replace “standard transit allowance period” with: delivery of the machine

Czech Republic, Israel, Slovakia – replace “the standard transit allowance period” with: delivery of the machine

Spain: replace “on the second business day after the standard transit allowance period” with: seven days after shipment

Russia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan, Ukraine, Uzbekistan – In “ii”, replace “45 days” with: 75 days

MEA: In “ii”, replace “45 days” with: 60 days

Warranty Service

Western Europe – Add:

The warranty for Machines acquired in Western Europe is valid and applicable in all Western European countries, provided the Machines have been announced and made available in such countries. For purposes of this paragraph, Western Europe means 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 that subsequently joins the European Union, from date of accession.

If a Machine is purchased in Western Europe, warranty service may be obtained for that Machine in any Western Europe countries from an IBM reseller approved to perform warranty service, or from IBM, provided the Machine has been announced and made available by IBM in the country where you wish to obtain service.

Austria, Germany – Add:

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

Middle East, Africa – Add:

If you purchase a Machine in a Middle East or Africa 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 is available within 50 kilometers of an IBM service location or an IBM approved service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM service location or an IBM approved service provider.

Limitation of Liability

France, Germany, Malta, Portugal, Spain – Insert after “exceed” and before “the amount”:
the greater of €500,000 (five hundred thousand euro) or

Ireland, UK – Replace the phrase “the amount of any actual direct damages you incurred up to” with: 125% of

Governing Law – Replace “the country in which you acquired the Machine” with:

Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Romania, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: Austria;

Algeria, Andorra, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: France;

Angola, Bahrain, Botswana, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, Zimbabwe: England;
Estonia, Latvia, and Lithuania: Finland;
Russia: the laws of the Russian Federation;
South Africa, Namibia, Lesotho and Swaziland: the Republic of South Africa.

Governing Law – Add: Jurisdiction

In the countries below, all disputes will be brought before and subject to the exclusive jurisdiction of the following courts:

Andorra: the Commercial Court of Paris;
Austria: the court of Vienna, Austria (Inner-City);
Greece: the competent court of Athens;
Israel: the courts of Tel Aviv-Jaffa;
Italy: the courts of Milan;
Portugal: the courts of Lisbon;
South Africa, Namibia, Lesotho and Swaziland: the High Court in Johannesburg;
Spain: the courts of Madrid;
Turkey: the Istanbul Central (Çağlayan) Courts and Execution Directorates of Istanbul, the Republic of Turkey;
United Kingdom: the English courts.

Governing Law – Add: Dispute Resolution

Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Romania, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: All disputes will be finally settled under Rules of Arbitration and Conciliation of the Federal Economic Chamber in Vienna (Vienna Rules).

Algeria, Benin, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, Guinea-Bissau, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, Wallis and Futuna: All disputes will be finally settled by arbitration, administered by the ICC International Court of Arbitration in Paris, in accordance with its arbitration rules in effect at the time, except as may be modified by agreement of the parties.

Angola, Bahrain, Botswana, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Jordan, Kenya, Kuwait, Liberia, Libya, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, Zimbabwe: All disputes will be finally settled by arbitration, administered by the London Court of International Arbitration, in accordance with the LCIA arbitration rules in effect at the time, except as may be modified by agreement of the parties.

Estonia, Latvia, and Lithuania: All disputes will be finally settled in arbitration in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect.

Russia: All disputes will be settled by Arbitration Court of Moscow.

South Africa, Namibia, Lesotho, and Swaziland: All disputes will be finally settled by arbitration, administered by the Arbitration Foundation of South Africa Rules (AFSA Rules), in accordance with the ICC arbitration rules in effect at the time of arbitration, except as may be modified by agreement of the parties.

Part 3 – Warranty Information

Machine Type(s)	Country of Purchase	Warranty Period	Type of Warranty Service	Service Level

Warranty service is scheduled according to: 1) the time the request for service is received; 2) Machine technology and redundancy; and 3) availability of parts. Contact your local IBM representative or service provider for country and location-specific information.

** Includes Standard Warranty and additional Extended Warranty Services. Consult with your advisors about the appropriate financial treatment for this offering.

Types of Warranty Service

Type 1 – Customer Replaceable Unit (CRU) Service, including Parts Only

IBM provides replacement CRUs to you for you to install. CRU information and replacement instructions are shipped with the Machine and are available from IBM at any time upon request. CRUs are designated as Tier 1 (mandatory) or Tier 2 (optional). 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 the Machine. IBM specifies in the materials shipped with a replacement CRU whether the defective CRU must be returned to IBM. When return is required, return instructions and a container are shipped with the replacement CRU. You may be charged for the replacement CRU if IBM does not receive the defective CRU within 15 days of 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.

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 and 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. 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 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 IBM is contacted for problem determination until IBM has resolved the problem remotely or scheduled service to be performed.

1 – Next Business Day (NBD) is 9x5, based on commercially reasonable effort.

3 – Same Day (SD) is 24x7.

Failure to install and use available remote support technologies, connectivity tools, and equipment for direct problem reporting, remote problem determination, and resolution may result in an increased response-time.

IBM Contact Information

For IBM in Canada or the United States, call 1-800-IBM-SERV (1-800-426-7378).

Outside the USA and Canada, contact IBM in country or visit the IBM Directory of Worldwide Contacts at <http://www.ibm.com/planetwide/>