

# 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/](http://www.ibm.com/systems/support/machine_warranties/). Information about environmental concerns, including disposal of batteries, is available at <https://www.ibm.com/ibm/recycle/ww/>

## 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](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 automatically on the earlier of the following:

- (a) for a Machine specified as Customer Set Up (CSU), on the earlier of (i) two calendar days after delivery to IBM's end client by IBM's common carrier, or (ii) two calendar days after the standard transit allowance period at <http://www.ibm.com/support/pages/node/1120299> from the last IBM location; and
- (b) for a Machine specified as Install by IBM (IBI), on the earlier of (i) the calendar day after IBM completes its standard installation procedure, or (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](http://www-947.ibm.com/systems/support/machine_warranties/support_by_product.html) <http://www.ibm.com/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.

IBM may use tools, owned or licensed by IBM, in the performance of the Service (IBM Tools). IBM continuously develops and utilizes new IBM Tools and capabilities for the purpose of providing remote and on-site problem determination and resolution support to IBM Clients. Some IBM Tools (e.g., an application (App)), are used by on site technicians to capture images of the Machine and transmit the images to a remote IBM Subject Matter Expert with a goal of faster and more cost effective repair and one-visit resolution of complex issues. Unless licensed in writing by IBM, Client has no right to access, retain, copy, or use the IBM Tools and no Client license or intellectual property right is granted or implied by the use of the IBM Tools used in connection with performance of the Services. IBM Tools are subject to the terms associated with them. IBM Tools are not warranted. If applicable, upon completion of the Service Client agrees to cease use of, uninstall and remove the IBM Tools from Client's Eligible Machines and facilities.

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. 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. This limit applies collectively to IBM, its affiliates, contractors, subprocessors, and suppliers.**

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.

### **Data Processing Protection**

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and applicable DPA Exhibit(s) apply to personal data contained in Content, if and to the extent: i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

Personal Data other than Business Contact Information is not required for the performance of Warranty Service by IBM.

Accordingly, Client agrees not to provide or otherwise make available any Personal Data other than Business Contact Information to IBM in respect of the Services. Client acknowledges that IBM has no obligation to review data provided by Client to determine if it contains Personal Data; however, if IBM becomes aware of Personal Data in the data provided by Client, Client instructs IBM to delete the Personal Data, at Client's request. For the purposes of this clause, "Business Contact Information" means business related contact information disclosed by Client to IBM, including names, job titles, business addresses, business telephone numbers and email addresses of Client's employees and contractors.

## Part 2 – Country Required Terms

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### AMERICAS

#### **Governing Law – Replace “Governing Law” terms with:**

**In Argentina:** Both parties agree to the application of the laws of the Republic of Argentina, without regard to the conflict of law principles. Any proceeding regarding the rights, duties, and obligations arising this Agreement will be brought in the Ordinary Commercial Court of the City of "Ciudad Autónoma de Buenos Aires".

**In Canada:** Both parties agree to the application of the laws of the Province of Ontario.

**In Chile:** Both parties agree to the application of the laws of Chile, without regard to the conflict of law principles. Any conflict, interpretation or breach related to this Agreement that cannot be solved by the Parties should be remitted to the jurisdiction of the Ordinary Courts of the city and district of Santiago.

**In Colombia:** Both parties agree to the application of the laws of the Republic of Colombia, without regard to the conflict of law principles. All rights, duties and obligations are subject to the judges of the Republic of Colombia.

**In Ecuador:** Both parties agree to the application of the laws of the Republic of Ecuador, without regard to the conflict of law principles. Any dispute arising out or relating to this Agreement will be submitted to the civil judges of Quito and to the verbal summary proceeding.

**In Peru:** Both parties agree to the application of the laws of Perú, without regard to the conflict of law principles. Any discrepancy that may arise between the parties in the execution, interpretation or compliance of this Agreement that may not be directly resolved shall be submitted to the Jurisdiction and Competence of the Judges and Tribunals of the 'Cercado de Lima' Judicial District".

**In United States, Anguilla, Antigua/Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Curacao, Dominica, Grenada, Guyana, Jamaica, Montserrat, Saba, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Vincent and the Grenadines, Suriname, Tortola, Trinidad and Tobago, Turk and Caicos:** Both parties agree to the application of the State of New York, United States.

**In Uruguay:** Both parties agree to the application of the laws of Uruguay. Any discrepancy that may arise between the parties in the execution, interpretation or compliance of this Agreement that may not be directly resolved shall be submitted to the Montevideo Courts ("Tribunales Ordinarios de Montevideo").

**In Venezuela:** Both parties agree to the application of the laws of Venezuela, without regard to the conflict of law principles. The parties agree to submit any conflict related to this Agreement, existing between them to the Courts of the Metropolitan Area of the City of Caracas.

#### **Add the following at the end of Governing Law:**

**In Brazil:** All disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the Forum of the City of São Paulo, State of São Paulo, Brazil and the parties irrevocably agree with this specific jurisdiction renouncing any other, however privileged it may be.

**In Mexico:** The Parties agree to submit themselves to the exclusive jurisdiction of the courts of Mexico City to resolve any dispute arising from this Agreement. The Parties waive to any other jurisdiction that may correspond to them due to their current or future domiciles, or for any other reason.

### ASIA PACIFIC

#### **Governing Law and Geographic Scope—Replace “the country in which you acquired the Machine” with:**

**In Australia:** the State or Territory in which the Machine is acquired.

**In Cambodia, Laos:** the State of New York, United States.

**In Hong Kong:** Hong Kong S.A.R. of the PRC

**In Korea:** the Republic of Korea, and subject to the Seoul Central District Court of the Republic of Korea

**In Macau:** Macau S.A.R. of the PRC

**In Taiwan:** Taiwan

#### **Governing Law – Add: Dispute Resolution**

**In Cambodia, Laos, Philippines, Sri Lanka:** Disputes will be finally settled by arbitration in Singapore under the Arbitration Rules of the Singapore International Arbitration Center ("SIAC Rules").

**In India:** Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Bangalore, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred.

**In Indonesia:** Disputes will be finally settled by arbitration in Jakarta, Indonesia, under the rules of the Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI").

**In Malaysia:** Disputes will be finally settled by arbitration in Kuala Lumpur, under the Arbitration Rules of the Kuala Lumpur Regional Centre for Arbitration ("KLRCA Rules").

**In 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 Vietnam:** Disputes will be finally settled by arbitration in Vietnam under the Arbitration Rules of the Vietnam International Arbitration Centre ("VIAC Rules").

#### **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.

#### **Machine Warranty - Add at the end of this section:**

**In Australia:** These warranties are in addition to any rights under, and only limited to the extent permitted by, the Competition and Consumer Act 2010.

**In New Zealand:** These warranties are in addition to any rights under the Consumer Guarantee Act 1993 or other legislation that cannot be limited by law.

#### **Warranty Start Date**

**In Japan:** *In (a), replace “on the earlier of (i) two calendar days after delivery to IBM’s end client by IBM’s common carrier, or (ii) two calendar days after the standard transit allowance period at <http://www.ibm.com/support/pages/node/1120299> from the last IBM location” with: on the expiration date of the standard transit allowance period at <http://www.ibm.com/support/pages/node/1120299> from the last IBM location.*

*In (b)(i), replace “the calendar day after IBM completes its standard installation procedure” with: ten calendar days after IBM completes its standard installation procedure.*

**In PRC, Taiwan, Hong Kong, Macau:** *in section (b) for IBI, in “ii”, replace “45 days” with: 75 days*

#### **Liability**

**In Australia:** *Add at the end of the first sentence: (for example, whether based in contract, tort, negligence, under statute or otherwise)*

*Add as a new paragraph after the first paragraph: Where IBM is in breach of a guarantee implied by the Competition and Consumer Act 2010, IBM's liability is limited to (a) for services, the supplying of services again or the payment of the cost of having the services supplied again; and (b) for goods, the repair or replacement of goods or the supply of equivalent goods, or the payment of the cost of replacing the goods or having the good repaired. Where a guarantee relates to the right to sell, quiet possession, or clear title of a good under schedule 2 of the Competition and Consumer Act, then none of these limitations apply.*

**In Philippines -** *In the third sentence after the word "special" and before the word "incidental," add: (including nominal damages), moral,*

## **EUROPE, MIDDLE EAST, AFRICA (EMEA)**

### **Warranty Service**

#### **Warranty Start Date**

**In Austria, Cyprus, Czech Republic, Greece, Iceland, Israel, Slovakia –** *replace “standard transit allowance period at <http://www.ibm.com/support/pages/node/1120299> from the last IBM location” with: delivery of the machine*

*Add for IBI: Warranty Start Date for (b) IBI:*

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

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

### **Warranty Service**

#### **Western Europe – Add:**

*Add after the first paragraph:*

**In all countries in Western Europe:** The warranty for Machines acquired in Western Europe applies in all Western Europe countries, provided the Machines have been announced and made available in such countries. For purposes of this paragraph, Western Europe means European Union member countries and Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland, the UK, and the Vatican State.

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**

**In Belgium, France, Germany, Italy, Luxembourg, Malta and Spain:** *insert after “exceed”:* the greater of €500,000 (five hundred thousand euro) or

**In Ireland and UK:** *In the second sentence, delete the word economic*

**In Portugal:** *replace “amounts paid for the Machine that is the subject of the claim” with: maximum of €500,000 (five hundred thousand euro)*

**In Russia:** *insert before the second sentence the following new sentence:* IBM will not be liable for the forgone benefit.

**In Spain:** *in the first sentence, replace the phrase “direct damages incurred by Client” with: “proven damages incurred by Client as a direct consequence of the IBM default”*

**In Slovakia:** *insert after the first sentence the following new sentence:* Referring to § 379 of the Commercial Code, Act No. 513/1991 Coll. as amended, and concerning all conditions related to the conclusion of the Agreement, both parties state that the total foreseeable damage, which may accrue, shall not exceed the amount above, and it is the maximum for which IBM is responsible.

**In UK and Ireland:** *In the first sentence, replace the phrase “the amount of any actual directly damages you incurred up to” with: “125% of*

*Replace the second sentence with:*

**In Belgium, Netherlands, and Luxembourg:** IBM will not be liable for indirect or consequential damages, lost profits, business, value, revenue, goodwill, damage to reputation or anticipated savings, any third party claim against Client, and loss of (or damage to) data.

**In France:** IBM will not be liable for damages to reputation, indirect damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

**In Germany:** *replace (iii) with: damages caused intentionally or by gross negligence.*

**In Portugal:** IBM will not be liable for indirect damages, including loss of profit.

**In Spain:** IBM will not be liable for damage to reputation, lost profits, business, value, revenue, goodwill, or anticipated savings.

### **Governing Law –**

*Replace “the country in which you acquired the Machine” with:*

**Ukraine, and Uzbekistan:** Austria

**Only for offshore agreements: In Estonia, Latvia, and Lithuania:** Finland

**In 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

**In 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, West Bank/Gaza, Yemen, Zambia, and Zimbabwe:** England and Wales

**In Liechtenstein:** Switzerland

**In South Africa, Namibia, Lesotho and Swaziland:** the Republic of South Africa

**In the United Kingdom:** England and Wales

**In France:** *add at the end of the first sentence:* The Parties agree that articles 1222 and 1223 of the French Civil Code are not applicable.

### **Governing Law – Add: Jurisdiction**

**Only for offshore agreements: In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Republic of North Macedonia, Georgia, Kazakhstan, Kosovo, Kyrgyzstan, Moldova, Montenegro, Romania, Russia, Serbia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:** All disputes arising out of this Agreement shall be finally settled by the International Arbitral Centre of the Austrian Federal Economic Chamber (Arbitration Body), under the Rules of Arbitration of that Arbitral Centre (Vienna Rules), in Vienna, Austria, with English as the official language, by three impartial arbitrators appointed in accordance with the Vienna Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Vienna Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement.



Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

**Only for offshore agreements: In Estonia, Latvia, and Lithuania:** All disputes arising out of this Agreement shall be finally settled by the Arbitration Institute of the Finland Chamber of Commerce (FAI) (Arbitration Body), under the Arbitration Rules of the Finland Chamber of Commerce (Rules), in Helsinki, Finland, with English as the official language, by three impartial arbitrators appointed in accordance with those Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

**Only for onshore agreements: In Russia:** All disputes will be settled by the Arbitrazh Court of Moscow.

**In Afghanistan, Angola, Bahrain, Botswana, Burundi, Cape Verde, Djibouti, Egypt, Eritrea, Ethiopia, Gambia, Ghana, Iraq, Jordan, Kenya, Kuwait, Lebanon, Liberia, Libya, Madagascar, Malawi,, Mozambique, Nigeria, Oman, Pakistan, Palestinian Territory, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Seychelles, Sierra Leone, Somalia, South Sudan, Tanzania, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe:** All disputes arising out of this Agreement shall be finally settled by the London Court of International Arbitration (LCIA) (Arbitration Body), under the LCIA Arbitration Rules (the Rules), in London, UK, with English as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 500.000,00.

**In Algeria, Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo Republic, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Guinea, Guinea-Bissau, Ivory Coast, Mali, Mauritania, Mauritius, Morocco, Niger, Senegal, Togo, and Tunisia:** All disputes arising out of this Agreement shall be finally settled by the ICC International Court of Arbitration, in Paris (Arbitration Body), under its arbitration rules (the Rules), in Paris, France, with French as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 250.000,00.

**In South Africa, Namibia, Lesotho, and eSwatini:** All disputes arising out of this Agreement shall be finally settled by the Arbitration Foundation of Southern Africa (AFSA) (Arbitration Body), under the Rules of the Arbitration of the AFSA (the Rules), in Johannesburg, South Africa, with English as the official language, by three impartial arbitrators appointed in accordance with the Rules. Each party will nominate one arbitrator, who will jointly appoint an independent chairman within 30 days or else the chairman will be appointed by the Arbitration Body under the Rules. The arbitrators will have no authority to award injunctive relief or damages excluded by or exceeding limits in this Agreement. Nothing in this Agreement will prevent either party from resorting to judicial proceedings for (1) interim relief to prevent material prejudice or a breach of confidentiality provisions or intellectual property rights, or (2) determining the validity or ownership of any copyright, patent or trademark owned or asserted by a party or its Enterprise company, or (3) debt collection in amounts below USD 250.000,00.

**In Andorra, Austria, Belgium, Cyprus, France, Greece, Israel, Italy, Luxembourg, the Netherlands, Portugal, Spain, Switzerland, and Turkey:** All disputes will be brought before and subject to the exclusive jurisdiction of the following court of competent jurisdiction:

- In Andorra:** the Commercial Court of Paris;
- In Austria:** the court of Vienna, Austria (Inner City);
- In Belgium:** the courts of Brussels;
- In Cyprus:** the competent court of Nicosia;
- In France:** Commercial Court of Paris;
- In Germany:** the courts of Stuttgart;
- In Greece:** the competent court of Athens;
- In Israel:** the courts of Tel Aviv Jaffa;
- In Italy:** the courts of Milan;
- In Luxembourg:** the courts of Luxembourg;
- In the Netherlands:** the courts of Amsterdam;
- In Portugal:** the courts of Lisbon;

**In Spain:** the courts of Madrid;

**In Switzerland:** the commercial court of the canton of Zurich;

**In Turkey:** the Istanbul Central (Çağlayan) Courts and Execution Directorates of Istanbul, the Republic of Turkey.

**Governing Law – Add: Dispute Resolution**

**Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Republic of North 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 eSwatini:** 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/>