



ThinkPad DVD-ROM ウルトラベイ・スリム・ドライブ

ユーザース・ガイド



ThinkPad DVD-ROM ウルトラベイ・スリム・ドライブ

ユーザース・ガイド

重要

本製品をインストールする前に、ThinkPad System Safety Booklet をお読みください。

お願い

本書および本書で紹介する製品をご使用になる前に、『付録 A. Service and Support』、『付録 B. IBM Statement of Limited Warranty - Z125-4753-07 - 11/2002』および『付録 C. Notices』に記載されている情報をお読みください。

本マニュアルに関するご意見やご感想は、次の URL からお送りください。今後の参考にさせていただきます。

<http://www.ibm.com/jp/manuals/main/mail.html>

(URL は、変更になる場合があります)

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原 典： ThinkPad DVD-ROM Ultrabay Slim Drive
User's Guide

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目次

安全について: 最初にお読みください . . . v

第 1 章 ThinkPad DVD-ROM ウルトラ

ベイ・スリム・ドライブについて . . . 1-1

製品説明 . . . 1-1

取り付け要件 . . . 1-2

本ドライブの取り付け . . . 1-2

本ドライブの前面図 . . . 1-2

第 2 章 ThinkPad DVD-ROM ウルトラ

ベイ・スリム・ドライブの使用法 . . . 2-1

ディスクの取り扱いとお手入れ . . . 2-1

DVD ドライブのお手入れ . . . 2-2

ディスクのロード . . . 2-2

ディスクの手動取り出し . . . 2-2

DVD 機能の使用 . . . 2-3

 DMA 設定を使用可能にする . . . 2-3

 WinDVD のインストールと DVD ムービーの表

 示 . . . 2-4

 WinDVD の起動 . . . 2-5

 問題解決 . . . 2-5

付録 A. Service and Support . . . A-1

Online technical support . . . A-1

Telephone technical support . . . A-1

付録 B. IBM Statement of Limited

Warranty - Z125-4753-07 - 11/2002 . . B-1

Part 2 - Country-unique Terms . . . B-5

Part 3 - Warranty Information . . . B-17

付録 C. Notices . . . C-1

Trademarks . . . C-2

Electronic emission notices . . . C-2

 Federal Communications Commission (FCC)

 statement . . . C-2

安全について: 最初にお読みください

Before installing this product, read the Safety Information.

مج، يجب قراءة دات السلامة

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

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

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

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.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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 prečítajte 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.

安裝本產品之前，請先閱讀「安全資訊」。

第 1 章 ThinkPad DVD-ROM ウルトラベイ・スリム・ドライブ について

本章は、IBM® ThinkPad® DVD-ROM Ultrabay™ スリム・ドライブのインストールおよび使用について説明します。本ユーザーズ・ガイドは *Software and User's Guide CD* に次の言語で用意されています。

- ブラジル・ポルトガル語
- チェコ語
- 英語
- フランス語
- ドイツ語
- イタリア語
- 日本語
- 中国語 (簡体字)
- スロバキア語
- スペイン語
- 中国語 (繁体字)
- トルコ語

本書の付録には、保証情報および法律的な特記事項が記載されています。

製品説明

IBM ThinkPad DVD-ROM ウルトラベイ・スリム・ドライブは、CD-RW および CD-Recordable (CD-R) ディスク、および大量生産で製造された CD と DVD の読み取りができます。このドライブは、DVD-RAM、DVD-R、および DVD-RW フォーマット済みメディアを読み取ることもできます。

CD メディアは最大 24 倍速で読み取れるのに対し、DVD メディアは最大 8 倍速で読み取れます。

本書の他に、次の品目が同梱されています。

- ThinkPad DVD-ROM ウルトラベイ・スリム・ドライブ
- 携帯用ケース
- *Software and User's Guide CD*
- レーザーの安全上の手引き
- *Quick Reference Guide*

注: 本キットには、IBM の DVD ソフトウェア用の更新ディスクセットが含まれている場合があります。

品目が不足、損傷している場合には、お買上げの販売店にご連絡ください。領収書またはクレジットの控えは必ず保管しておいてください。保証サービスを受けるために提示を求められる場合があります。技術サポート情報については、A-1 ページの『付録 A. Service and Support』をご参照ください。

取り付け要件

本ドライブを取り付けるには、ご使用の ThinkPad は次の要件を満たしている必要があります。

- ウルトラ・スリム・ドライブ付き ThinkPad システム、または
- ウルトラベイ 2000 オプション用の ThinkPad スリム・ドライブ・アダプター付き ThinkPad ドック
- Microsoft® Windows® XP または Microsoft Windows 2000 Professional オペレーティング・システム

注: IBM は、Microsoft Windows 95、Microsoft Windows 98、Microsoft Windows Millennium Edition (Me)、または Microsoft Windows NT デスクトップのオペレーティング・システムを搭載したコンピューターに対して限定サポートを行います。

本ドライブの取り付け

ThinkPad には、ヘルプ・システムの「Access ThinkPad」に、ご使用の機種にドライブを取り付けるための説明があります。本 DVD ドライブをウルトラベイ・スリムのドライブ・ベイに正しく取り付けるには、「Access ThinkPad」ヘルプ・システムで示される説明に従ってください。

本ドライブの前面図

ドライブの制御ボタンの位置についての説明は、ThinkPad のユーザーズ・ガイドを参照してください。

第 2 章 ThinkPad DVD-ROM ウルトラベイ・スリム・ドライブ の使用法

ここでは、DVD および CD の取り扱い、ロード、および DVD ドライブのお手入れの方法を説明します。

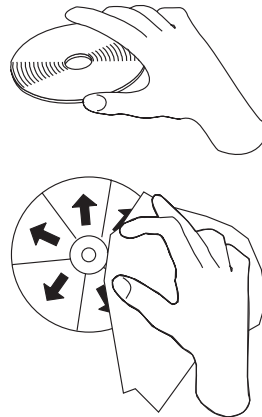
ディスクの取り扱いとお手入れ

ディスクを長持ちさせるには丁寧に取り扱いきれいに保ちます。次の注意事項を守ることにより、ディスクをより長くお使いいただけます。

- ディスクは、もと入っていた容器に保管します。
- ディスクは直射日光が当たらないように保管します。
- ディスクは、熱を出すものから離して保管します。
- ディスクを使用しない場合はコンピューターから取り出しておきます。
- ディスクを無理にコンピューター / 容器に入れないでください。
- ディスクを折り曲げたり湾曲させたりしないでください。
- 使用するつどディスクが割れていないかチェックします。

重要: ひび割れのあるディスクは絶対に使用しないでください。

重要: 円を描くようにディスクをふくと、データが失われる可能性があります。



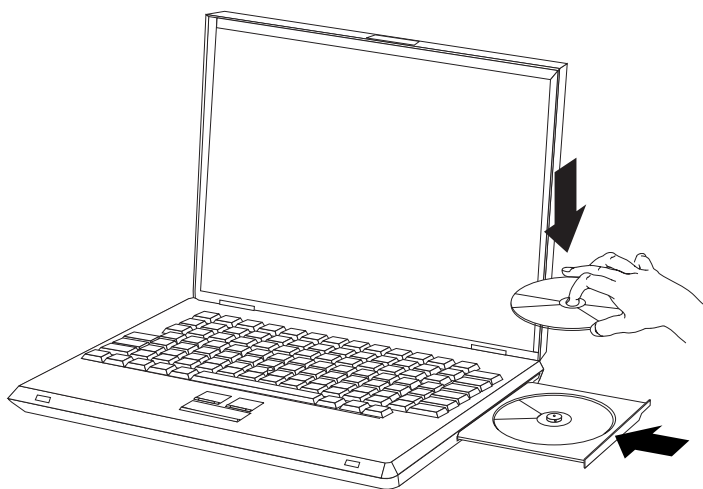
- ディスクを取り扱う際は、縁または中央の穴を持ちます。ディスクの記録面には触れないでください。
- ほこりや指紋を取り除くには、けば立ちのない柔らかい布で中央から縁に向かってディスクをふいでください。
- ディスクの記録面には書かないでください。
- 市販のクリーナーを使用してディスクをクリーニングしないでください。

DVD ドライブのお手入れ

作動中のドライブを保護するために、次の注意事項を守ってください。

- ドライブを移動する前に、ドライブからディスクを取り出してください。
- 異物をドライブに入れないでください。
- ドライブの上に物を載せないでください。
- ドライブのカバーを取り外したり、ドライブを保守しようとししないでください。
- 次の状態でドライブを操作しないでください。
 - 高温、高湿度、または直射日光の環境
 - 過剰な振動、突然の衝撃、または傾斜した場所
 - 過剰なほこり

ディスクのロード



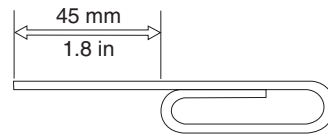
1. イジェクト・ボタンを押します。トレイがドライブから出てきます。
2. ラベルを上に向けて、ディスクをトレイに置きます。
3. トレイを軽く押すと、トレイが閉まり、「カチッ」と音がします。

重要: 力任せにトレイを開けようとしたり、何らかの道具を使ってトレイを無理にこじ開けようとしてはなりません。イジェクト・ボタンを押してもトレイが開かない場合は、『ディスクの手動取り出し』を参照して、非常時の手動取り出し操作についての詳細をご覧ください。

ディスクの手動取り出し

イジェクト・ボタンを押しても、トレイが出てこない場合、コンピューターの電源を切り、次の図のように大きなクリップを伸ばしたものを準備します。まっすぐに伸ばしたとき、少なくとも 45 mm の長さが必要です。伸ばした方の端をドライブの正面にある手動取り出し穴に差し込みます。トレイが開くまで、クリップを押し込みます。ディスクを取り出すことができるように、トレイを静かに引き出しま

す。



DVD 機能の使用

DVD 機能を使用するには、DVD ドライブをウルトラベイ・スリムのドライブ・ベイに取り付けてから ThinkPad を次のようにセットアップします。

1. DMA の設定を使用可能にします (Windows XP および Windows 2000 を使用の場合のみ)。
2. WinDVD (DVD ムービー再生プログラム) をインストールします。

注: Windows 95 の場合は、DVD ムービー・プレーヤーは、Windows 95 OSR2.0 以降のバージョンでサポートされています。ご使用の Windows 95 バージョンを確認するには、次のようにします。

1. 「スタート」をクリックし、マウス・ポインターを「設定」に移動してから、「コントロール パネル」をクリックします。
2. 「システム」をダブルクリックします。

「システム」の下に表示されているバージョン番号を見てください。

- 4.00.950B と表示されている場合は、ご使用のバージョンは Windows 95 OSR2.0 または OSR2.1 です。
- 4.00.950C と表示されている場合は、ご使用のバージョンは Windows 95 OSR2.5 です。

DMA 設定を使用可能にする

ここでは、Windows 2000 および Windows XP で DMA 設定を使用可能にする方法について説明します。

Windows 2000 の場合

1. 「スタート」をクリックし、マウス・ポインターを「設定」に移動して、「コントロール パネル」をクリックします。
2. 「システム」をダブルクリックします。
3. 「ハードウェア」タブをクリックします。
4. 「デバイス マネージャ」ボタンをクリックします。
5. 「IDE ATA/ATAPI コントローラ」をクリックして、サブメニューを表示します。
6. 「セカンダリ IDE」をダブルクリックします。(ThinkPad A21e を使用している場合は「プライマリ IDE」をダブルクリックします。)
7. 「転送モード」は「DMA (利用可能な場合)」を選択します。
8. 「OK」をクリックします。
9. 「閉じる」をクリックして「システムのプロパティ」ウィンドウを閉じます。システム設定が変更されたことを知らせるメッセージが表示されます。

10. 「OK」をクリックして ThinkPad を再始動します。

Windows XP の場合

1. スタートをクリックし、次にマイ コンピュータを選択します。
2. システム タスクの「システム情報を表示する」をクリックします。
3. 「ハードウェア」タブをクリックします。
4. 「デバイス マネージャ」ボタンをクリックします。
5. 「IDE ATA/ATAPI コントローラ」をクリックして、サブメニューを表示します。
6. 「セカンダリ IDE」をダブルクリックします。(ThinkPad A21e コンピューターを使用している場合は「プライマリ IDE」をダブルクリックします。)
7. 「詳細設定」タブをクリックします。
8. 「転送モード」は「DMA (利用可能な場合)」を選択します。
9. 「OK」をクリックします。
10. 「閉じる」をクリックしてプロパティのウィンドウを閉じます。

WinDVD のインストールと DVD ムービーの表示

WinDVD をインストールするには、*Software and User's Guide CD* の『Software』セクションに進んでください。

DVD ドライブと WinDVD をインストールすると DVD ムービーを再生できます。ただし、はじめに DVD コンテンツ用の DVD の地域コードを設定する必要があります。

DVD の地域コード

DVD 地域コードは DVD のコンテンツを保護するのに役立ちます。世界は 6 つの地域に分けられており、特定のコンテンツについては該当する地域でしか見ることができません。たとえば地域 1 用のコンテンツは、米国とカナダでしか見ることができません。WinDVD も地域に固有です。

コンテンツの地域コードは、コンテンツのパッケージ裏面にある地域コード・シンボルを見れば確認できます。

地域コード	地域
1	米国、カナダ
2	日本、ヨーロッパ、中東、南アフリカ
3	東南アジア、台湾、韓国
4	ラテンアメリカ、オーストラリア、ニュージーランド
5	旧ソビエト連邦、北アフリカ、インド
6	中華人民共和国

DVD をドライブに挿入すると WinDVD が開始します。地域コードが自動的に設定されて、ムービーが再生されます。初期設定ではこのようになっています。

地域コードを設定した後に、異なる地域コードを持つ DVD を挿入すると、地域コードを変更するようプロンプトが出ます。地域コードは、初期設定を行ってから 4 回まで変更できます。

地域コードを初期設定から 4 回変更した後は、地域コードは固定され、変更できなくなります。その後は、DVD コンテンツの再生に使用できるのは、最後に設定した地域コードだけになります。

地域コード状況を表示するには、WinDVD ユーザー・インターフェースにある「**WinDVD プロパティ**」ボタンをクリックします。「**一般設定**」タブにこの情報が含まれています。

WinDVD の起動

WinDVD を起動するには、次の手順を実行します。

1. 「**スタート**」をクリックします。
2. 「**プログラム**」をクリックします。
3. 「**InterVideo WinDVD**」をクリックします。
4. 「**InterVideo WinDVD**」をクリックして、DVD ムービー・プレイヤーのウィンドウを開きます。

DVD ムービー・プレイヤーの詳しい使用方法については、*Software and User's Guide CD* の WinDVD ヘルプ情報を参照してください。テレビを使用して DVD ムービーを再生する方法については、ThinkPad のオンライン情報を参照してください。

注:

1. ThinkPad は、利用可能なシステム・リソースを使用して、最良のオーディオ品質とビデオ再生を行うように構成されています。デフォルト設定値は、「**コントロール パネル**」内のビデオ解像度の設定で変更できます。システムによっては、解像度の設定を使用しても、オーディオやビデオの再生の品質に最良の値を設定できない場合があります。再生品質が悪い場合は、解像度の設定値を低くしてください。
2. オーディオおよびビデオのストリームは、ソフトウェアがデコードします。オーディオおよびビデオのサブシステムは、完全機能が得られるように使用可能にしておく必要があります。

問題解決

ThinkPad に関する問題は、ハードウェア、ソフトウェア、ユーザーのエラーが原因で起こります。ここに示す情報を参考にして、ユーザーが問題を解決するか、関連の情報を収集してサービス技術員に渡して問題を解決してください。また、お使いの ThinkPad、オペレーティング・システム、またはサウンド・アダプターに付属の資料を参照しなければならない場合もあります。

次のリストで、お客様の状況に当てはまる問題についての記述をよく読んでください。

ディスクが取り出せない。

ドライブがディスクへの読み取り中でないか確認した後、次の処置をとってください。

1. ソフトウェアによって CD を取り出します。
2. イジェクト・ボタンを使用します。
3. ThinkPad をオフにします。45 秒待ってから、ThinkPad をオンにして、イジェクト・ボタンをもう一度押してみます。
4. 他の方法が効果を上げない場合、2-2 ページの『ディスクの手动取り出し』の説明に従って手动取り出し穴を使います。

ディスクが読めない。

読めないディスクがひび割れていないか、汚れていないかチェックしてください。ディスクのクリーニングについてのヒントは 2-1 ページの『ディスクの取り扱いとお手入れ』を参照してください。

より詳細な問題解決の情報は次の Personal Computing Support Web サイト www-3.ibm.com/pc/support/site.wss/ で、「Troubleshooting DVD drive issues.」をキーワードに検索してください。

付録 A. Service and Support

The following information describes the technical support that is available for your product, during the warranty period or throughout the life of the product. Refer to your IBM Statement of Limited Warranty for a full explanation of IBM warranty terms.

Online technical support

Online technical support is available during the life of your product through the Personal Computing Support Web site at www-3.ibm.com/pc/support/site.wss/.

During the warranty period, assistance for replacement or exchange of defective components is available. In addition, if your IBM option is installed in an IBM computer, you might be entitled to service at your location. Your technical support representative can help you determine the best alternative.

Telephone technical support

Installation and configuration support through the IBM HelpCenter® will be withdrawn or made available for a fee, at IBM's discretion, 90 days after the option has been withdrawn from marketing. Additional support offerings, including step-by-step installation assistance, are available for a nominal fee.

To assist the technical support representative, have available as much of the following information as possible:

- Option name
- Option number
- Proof of purchase
- Computer manufacturer, model, serial number (if IBM), and manual
- Exact wording of the error message (if any)
- Description of the problem
- Hardware and software configuration information for your system

If possible, be at your computer. Your technical support representative might want to walk you through the problem during the call.

For the support telephone number and support hours by country, refer to the following table. If the number for your country or region is not listed, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

Phone numbers are subject to change without notice. For the latest phone number list, go to www-3.ibm.com/pc/support/site.wss/ and click **Support Phone List**.

Country or Region	Telephone Number	Country or Region	Telephone Number
Argentina	0800-666-0011	Malaysia	03-7727-7800
Australia	1300-130-426	Mexico	001-866-434-2080
Austria	01-24592-5901	Netherlands	020-514-5770
Belgium	Dutch 02-210-9820 French 02-210-9800	New Zealand	0800-446-149
Bolivia	0800-0189	Norway	66 81 11 00
Brazil	55-11-3889-8986	Peru	0-800-50-866
Canada	1-800-565-3344 Toronto 416-383-3344	Philippines	632-995-2225
Chile	800-224-488	Portugal	21-791 51 47
China (PRC)	800-810-1818	Russia	095-940-2000
China (Hong Kong S.A.R.)	852-2825-7799	Singapore	1800-840-9911
Columbia	980-912-3021	Spain	91-662 49 16
Denmark	45 20 82 00	Sweden	08-477 4420
Ecuador	1-800-426911 (option #4)	Switzerland	058-333-09-00
Finland	09-459 69 60	Taiwan	886-2-2725-9799
France	02 38 55 74 50	Thailand	66-2-273-4000
Germany	07032-1549 201	Turkey	00-800-446-32-041
Indonesia	021-523-8535	United Kingdom	0-1475-555 055
Ireland	01-815-9202	United States	1-800-426-7378
Italy	02-7031-6101	Uruguay	000-411-005-6649
Japan	Consumer customers 0120-887-870 Business customers 0120-887-874	Venezuela	0-800-100-2011
Luxembourg	298-977 5063	Vietnam	848-8295-160

付録 B. IBM Statement of Limited Warranty - Z125-4753-07 - 11/2002

Part 1 - General Terms

*This Statement of Limited Warranty includes Part 1 - General Terms, Part 2 - Country-unique Terms, and Part 3 - Warranty Information. The terms of Part 2 replace or modify those of Part 1. The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. **Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.***

What this Warranty Covers

IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications ("Specifications") which are available on request. The warranty period for the Machine starts on the original Date of Installation and is specified in Part 3 - Warranty Information. The date on your invoice or sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part. Unless IBM specifies otherwise, these warranties apply only in the country or region in which you purchased the Machine.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What this Warranty Does not Cover

This warranty does not cover the following:

- any software programs, whether pre-loaded or shipped with the Machine, or installed subsequently;
- failure resulting from misuse (including but not limited to use of any Machine capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
- failure caused by a product for which IBM is not responsible; and
- any non-IBM products, including those that IBM may procure and provide with or integrate into an IBM Machine at your request.

The warranty is voided by removal or alteration of identification labels on the Machine or its parts.

IBM does not warrant uninterrupted or error-free operation of a Machine.

Any technical or other support provided for a Machine under warranty, such as assistance via telephone with "how-to" questions and those regarding Machine set-up and installation, is provided **WITHOUT WARRANTIES OF ANY KIND**.

How to Obtain Warranty Service

If the Machine does not function as warranted during the warranty period, contact IBM or your reseller to obtain warranty service. If you do not register the Machine with IBM, you may be required to present proof of purchase as evidence of your entitlement to warranty service.

What IBM Will Do to Correct Problems

When you call for service, you must follow the problem determination and resolution procedures that IBM specifies. A technician will attempt to make an initial diagnosis of your problem and help you resolve it over the telephone.

The type of warranty service applicable to your Machine is specified in Part 3 - Warranty Information.

You are responsible for downloading and installing designated Machine Code (microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, and diagnostics delivered with an IBM Machine) and other software updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

If your problem can be resolved with a Customer Replaceable Unit ("CRU") (e.g., keyboard, mouse, speaker, memory, hard disk drive and other easily replaceable parts), IBM will ship these parts to you for replacement by you.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone, through your application of Machine Code or software updates, or with a CRU, IBM or your reseller, if approved by IBM to provide warranty service, will either, at its discretion, 1) repair it to make it

function as warranted, or 2) replace it with one that is at least functionally equivalent. If IBM is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Exchange of a Machine or Part

When the warranty service involves the exchange of a Machine or part, the item IBM or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

Your Additional Responsibilities

Before IBM or your reseller exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to:

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
3. where applicable, before service is provided:
 - a. follow the service request procedures that IBM or your reseller provides;
 - b. backup or secure all programs, data, and funds contained in the Machine;
 - c. IBM or your reseller with sufficient, free, and safe access to your facilities to permit IBM to fulfill its obligations; and
 - d. inform IBM or your reseller of changes in the Machine's location.
4. (a) ensure all information about identified or identifiable individuals (Personal Data) is deleted from the Machine (to the extent technically possible), (b) allow IBM, your reseller or an IBM supplier to process on your behalf any remaining Personal Data as IBM or your reseller considers necessary to fulfill its obligations under this Statement of Limited Warranty (which may include shipping the Machine for such processing to other IBM service locations around the world), and (c) ensure that such processing complies with any laws applicable to such Personal Data.

Limitation of Liability

IBM is responsible for loss of, or damage to, your Machine only while it is 1) in IBM's possession or 2) in transit in those cases where IBM is responsible for the transportation charges.

Neither IBM nor your reseller are responsible for any of your confidential, proprietary or personal information contained in a Machine which you return to IBM for any reason. You should remove all such information from the Machine prior to its return.

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, IBM is liable for no more than

1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
2. the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

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

UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Governing Law

Both you and IBM consent to the application of the laws of the country in which you acquired the Machine to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty, without regard to conflict of law principles.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which you acquired the Machine.

Part 2 - Country-unique Terms

AMERICAS

ARGENTINA

Governing Law: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

BRAZIL

Governing Law: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the court of Rio de Janeiro, RJ.

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").

NORTH AMERICA

How to Obtain Warranty Service: *The following is added to this Section:*

To obtain warranty service from IBM in Canada or the United States, call 1-800-IBM-SERV (426-7378).

CANADA

Limitation of Liability: *The following replaces item 1 of this section:*

1. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by IBM's negligence; and

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws in the Province of Ontario.

UNITED STATES

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State of New York.

ASIA PACIFIC

AUSTRALIA

What this Warranty Covers: *The following paragraph is added to this Section:*

The warranties specified in this Section are in addition to any rights you may have

under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability: *The following is added to this Section:*

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State or Territory.

CAMBODIA, LAOS, AND VIETNAM

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, LAOS, AND VIETNAM

Arbitration: The following is added under this heading:

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

HONG KONG S.A.R. OF CHINA AND MACAU S.A.R. OF CHINA

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of Hong Kong Special Administrative Region of China.

INDIA

Limitation of Liability: *The following replaces items 1 and 2 of this Section:*

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and
2. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Limited Warranty, , the charge paid by you for the individual Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

Arbitration: *The following is added under this heading :*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

JAPAN

Governing Law: *The following sentence is added to this section:*

Any doubts concerning this Statement of Limited Warranty will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA

Limitation of Liability: *The word "SPECIAL" in item 3 of the fifth paragraph is deleted.*

NEW ZEALAND

What this Warranty Covers: *The following paragraph is added to this section:*

The warranties specified in this section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be

excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if you require the goods for the purposes of a business as defined in that Act.

Limitation of Liability: *The following is added to this section:*

Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA (PRC)

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State of New York, United States of America (except when local law requires otherwise).

PHILIPPINES

Limitation of Liability: *Item 3 in the fifth paragraph is replaced by the following:*

SPECIAL (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), MORAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR

Arbitration: The following is added under this heading

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc.. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

SINGAPORE

Limitation of Liability: The words "**SPECIAL**" and "**ECONOMIC**" in item 3 in the fifth paragraph are deleted.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:

The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

Hot to Obtain Warranty Service: If you purchase a Machine in Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, San Marino, Sweden, Switzerland, United Kingdom or Vatican State, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM, provided the Machine has been announced and made available by IBM in the country in which you wish to obtain service. If you purchased a Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

If you purchase a Machine in a Middle Eastern or African country, you may obtain warranty service for that Machine from the IBM entity within the country of purchase, if that IBM entity provides warranty service in that country, or from an IBM reseller, approved by IBM to perform warranty service on that Machine in that country. Warranty service in Africa is available within 50 kilometers of an IBM approved service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM approved service provider.

*Add the following paragraph in **Western Europe** (Austria, Belgium, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, San Marino, Sweden, Switzerland, United Kingdom, Vatican State):*

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.

Governing Law:

The phrase "the laws of the country in which you acquired the Machine" is replaced by:

1) "the laws of Austria" in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia;** 2) "the laws of France" in **Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea,**

French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna; 3) "the laws of Finland" in **Estonia, Latvia, and Lithuania;** 4) "the laws of England" in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe;** and 5) "the laws of South Africa" in **South Africa, Namibia, Lesotho and Swaziland.**

Jurisdiction: *The following exceptions are added to this section:*

1) **In Austria** the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City); 2) **in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe** all disputes arising out of this Statement of Limited Warranty or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) **in Belgium and Luxembourg,** all disputes arising out of this Statement of Limited Warranty or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of your registered office and/or commercial site location only are competent; 4) **in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna** all disputes arising out of this Statement of Limited Warranty or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) **in Russia,** all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Statement of Limited Warranty shall be settled by Arbitration Court of Moscow; 6) **in South Africa, Namibia, Lesotho and Swaziland,** both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the High Court in Johannesburg; 7) **in Turkey** all disputes arising out of or in connection with this Statement of Limited Warranty shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty will be brought before, and settled exclusively by, the competent court of a) Athens for **Greece,** b) Tel Aviv-Jaffa for **Israel,** c) Milan for **Italy,** d) Lisbon for **Portugal,** and e) Madrid for **Spain;** and 9) **in the United Kingdom,** both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

Arbitration: *The following is added under this heading:*

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Statement of Limited Warranty or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Statement of Limited Warranty will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

EUROPEAN UNION (EU)

THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:

Consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the warranties provided in this Statement of Limited Warranty.

How to Obtain Warranty Service: *The following is added to this section:*

To obtain warranty service from IBM in EU countries, see the telephone listing in Part 3 - Warranty Information.

You may contact IBM at the following address:

IBM Warranty & Service Quality Dept.

PO Box 30

Spango Valley

Greenock

Scotland PA 16 OAH

**AUSTRIA, DENMARK, FINLAND, GREECE, ITALY, NETHERLANDS,
PORTUGAL, SPAIN, SWEDEN AND SWITZERLAND**

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty or due to any other cause related to this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges you paid for the Machine. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

FRANCE AND BELGIUM

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges you paid for the Machine that has caused the damages. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL**

DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

AUSTRIA

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 12 months from the date of delivery. . The limitation period for consumers in action for breach of warranty is the statutory period as a minimum. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What IBM Will Do to Correct Problems: *The following is added to this section:*

During the warranty period, 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.

EGYPT

Limitation of Liability: *The following replaces item 2 in this section:*

as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code (LIC).

Applicability of suppliers and resellers (unchanged).

FRANCE

Limitation of Liability: *The following replaces the second sentence of the first paragraph of this section:*

In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: *(items 1 and 2 unchanged)*.

GERMANY

What this Warranty Covers: *The following replaces the first sentence of the first paragraph of this section:*

The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

The minimum warranty period for Machines is twelve months. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What IBM Will Do to Correct Problems: *The following is added to this section:*

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

Limitation of Liability: *The following paragraph is added to this section:*

The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

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

HUNGARY

Limitation of Liability: *The following is added at the end of this section:*

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Statement of Limited Warranty balance this limitation of liability.

IRELAND

What this Warranty Covers: *The following is added to this section:*

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM.

This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for death or personal injury caused by the negligence of IBM.
2. Subject always to the Items for Which IBM is Not Liable below, IBM will accept unlimited liability for physical damage to your tangible property resulting from the negligence of IBM.
3. Except as provided in items 1 and 2 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125% of the amount you paid for the Machine directly relating to the Default.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM, its suppliers or resellers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

SLOVAKIA

Limitation of Liability: *The following is added to the end of the last paragraph:*

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

Limitation of Liability: *The following is added to this section:*

IBM's entire liability to you for actual damages arising in all situations involving nonperformance by IBM in respect of the subject matter of this Statement of Warranty will be limited to the charge paid by you for the individual Machine that is the subject of your claim from IBM.

UNITED KINGDOM

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM.

This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for:
 - a. death or personal injury caused by the negligence of IBM; and
 - b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section.
2. IBM will accept unlimited liability, subject always to the Items for Which IBM is Not Liable below, for physical damage to your tangible property resulting from the negligence of IBM.
3. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in items 1 and 2 above, exceed the greater of 1) Pounds Sterling 75,000, or 2) 125% of the total purchase price payable or the charges for the Machine directly relating to the Default.

These limits also apply to IBM's suppliers and resellers. They state the maximum for which IBM and such suppliers and resellers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or resellers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

Part 3 - Warranty Information

This Part 3 provides information regarding the warranty applicable to your Machine, including the warranty period and type of warranty service IBM provides.

Warranty Period

The warranty period may vary by country or region and is specified in the table below. NOTE: "Region" means either Hong Kong or Macau Special Administrative Region of China.

ThinkPad DVD-ROM Ultrabay Slim Drive

Country or Region of Purchase	Warranty Period	Type of Warranty Service
Worldwide	1 year	1, 4

A warranty period of 1 year on parts and 1 year on labor means that IBM provides warranty service without charge for parts and labor during the 1 year warranty period.

Types of Warranty Service

If required, IBM provides repair or exchange service depending on the type of warranty service specified for your Machine in the above table and as described below. Warranty service may be provided by your reseller if approved by IBM to perform warranty service. Scheduling of service will depend upon the time of your call and is subject to parts availability. Service levels are response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations, additional charges may apply outside IBM's normal service area, contact your local IBM representative or your reseller for country and location specific information.

1. Customer Replaceable Unit ("CRU") Service

IBM will ship CRU parts to you for your replacement. If IBM instructs you to return the replaced CRU, you are responsible for returning it to IBM in accordance with IBM's instructions. If you do not return the defective CRU, if IBM so instructs, within 30 days of your receipt of the replacement CRU, IBM may charge you for 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 Service¹

You will disconnect the failing Machine for collection arranged by IBM. IBM will provide you with a shipping container for you to return your Machine to a designated service center. A courier will pick up your Machine and deliver it to the designated service center. Following its repair or exchange, IBM will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification.

4. Customer Carry-In or Mail-In Service

You will deliver or mail as IBM specifies (prepaid unless IBM specifies otherwise) the failing Machine suitably packaged to a location IBM designates. After IBM has repaired or exchanged the Machine, IBM will make it available for your collection or, for Mail-in Service, IBM will return it to you at IBM's expense, unless IBM specifies otherwise. You are responsible for the subsequent installation and verification of the Machine.

The IBM Machine Warranty worldwide web site at http://www.ibm.com/servers/support/machine_warranties/ provides a worldwide overview of IBM's Limited Warranty for Machines, a Glossary of IBM definitions, Frequently Asked Questions (FAQs) and Support by Product (Machine) with links to Product Support pages. **The IBM Statement of Limited Warranty is also available on this site in 29 languages.**

To obtain warranty service contact IBM or your IBM reseller. In Canada or the United States, call 1-800-IBM-SERV (426-7378). For other countries, see the telephone numbers below.

Phone numbers are subject to change without notice. For the latest phone number list, go to www-3.ibm.com/pc/support/site.wss/ and click **Support Phone List**.

Country or Region	Telephone Number	Country or Region	Telephone Number
Argentina	0800-666-0011	Malaysia	03-7727-7800
Australia	1300-130-426	Mexico	001-866-434-2080
Austria	01-24592-5901	Netherlands	020-514-5770
Belgium	Dutch 02-210-9820 French 02-210-9800	New Zealand	0800-446-149
Bolivia	0800-0189	Norway	66 81 11 00
Brazil	55-11-3889-8986	Peru	0-800-50-866
Canada	1-800-565-3344 Toronto 416-383-3344	Philippines	632-995-2225
Chile	800-224-488	Portugal	21-791 51 47
China (PRC)	800-810-1818	Russia	095-940-2000

1. This type of service is called ThinkPad EasyServ or EasyServ in some countries.

Country or Region	Telephone Number	Country or Region	Telephone Number
China (Hong Kong S.A.R.)	852-2825-7799	Singapore	1800-840-9911
Columbia	980-912-3021	Spain	91-662 49 16
Denmark	45 20 82 00	Sweden	08-477 4420
Ecuador	1-800-426911 (option #4)	Switzerland	058-333-09-00
Finland	09-459 69 60	Taiwan	886-2-2725-9799
France	02 38 55 74 50	Thailand	66-2-273-4000
Germany	07032-1549 201	Turkey	00-800-446-32-041
Indonesia	021-523-8535	United Kingdom	0-1475-555 055
Ireland	01-815-9202	United States	1-800-426-7378
Italy	02-7031-6101	Uruguay	000-411-005-6649
Japan	Consumer customers 0120-887-870 Business customers 0120-887-874	Venezuela	0-800-100-2011
Luxembourg	298-977 5063	Vietnam	848-8295-160

付録 C. Notices

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Any performance data contained herein was determined in a controlled environment. Therefore, the result obtained in other operating environments may vary significantly. Some measurements may have been made on development-level systems and there is no guarantee that these measurements will be the same on generally available systems. Furthermore, some measurements may have been estimated through extrapolation. Actual results may vary. Users of this document should verify the applicable data for their specific environment.

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Electronic emission notices

ThinkPad DVD-ROM Ultrabay Slim Drive

Federal Communications Commission (FCC) statement

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.

- Consult an IBM authorized dealer or service representative for help.

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

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

Responsible party:

International Business Machines Corporation
New Orchard Road
Armonk, NY 10504
Telephone: 1-919-543-2193



Tested To Comply
With FCC Standards

FOR HOME OR OFFICE USE

Industry Canada Class B emission compliance statement

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

Avis de conformité a la réglementation d'Industrie Canada

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

Deutsche EMV-Direktive (electromagnetische Verträglichkeit)

Zulassungsbeseinigunglaut dem Deutschen Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG) vom 30. August 1995 (bzw. der EMC EG Richtlinie 89/336):

Dieses Gerät ist berechtigt in Übereinstimmungmit dem Deutschen EMVG das EG-Konformitätszeichen - CE - zu führen. Verantwortlich für die Konformitätserklärung nach Paragraph 5 des EMVG ist die:

IBM Deutschland Informationssysteme GmbH, 70548 Stuttgart.

Informationen in Hinsicht EMVG Paragraph 3 Abs. (2) 2:

Das Gerät erfüllt die Schutzanforderungen nach EN 55024:1998 und EN 55022:1998 Klasse B.
--

EN 55022 Hinweis:

"Wird dieses Gerät in einer industriellen Umgebung betrieben (wie in EN 55022:B festgelegt), dann kann es dabei eventuell gestört werden. In solch einem FA11 ist der Abstand bzw. die Abschirmung zu der industriellen Störquelle zu vergrößern."

Anmerkung:

Um die Einhaltung des EMVG sicherzustellen sind die Geräte, wie in den IBM Handbüchern angegeben, zu installieren und zu betreiben.

European Union - emission directive

This product is in conformity with the protection requirements of EU Council Directive 89/336/ECC on the approximation of the laws of the Member States relating to electromagnetic compatibility.

IBM can not accept responsibility for any failure to satisfy the protection requirements resulting from a non-recommended modification of the product, including the fitting of non-IBM option cards.

This product has been tested and found to comply with the limits for Class B Information Technology Equipment according to European Standard EN 55022. The limits for Class B equipment were derived for typical residential environments to provide reasonable protection against interference with licensed communication devices.

Union Européenne - Directive Conformité électromagnétique

Ce produit est conforme aux exigences de protection de la Directive 89/336/EEC du Conseil de l'UE sur le rapprochement des lois des États membres en matière de compatibilité électromagnétique.

IBM ne peut accepter aucune responsabilité pour le manquement aux exigences de protection résultant d'une modification non recommandée du produit, y compris l'installation de cartes autres que les cartes IBM.

Ce produit a été testé et il satisfait les conditions de l'équipement informatique de Classe B en vertu de Standard européen EN 55022. Les conditions pour l'équipement de Classe B ont été définies en fonction d'un contexte résidentiel ordinaire afin de fournir une protection raisonnable contre l'interférence d'appareils de communication autorisés.

Unione Europea - Directiva EMC (Conformidad electromagnética)

Este producto satisface los requisitos de protección del Consejo de la UE, Directiva 89/336/CEE en lo que a la legislación de los Estados Miembros sobre compatibilidad electromagnética se refiere.

IBM no puede aceptar responsabilidad alguna si este producto deja de satisfacer dichos requisitos de protección como resultado de una modificación no recomendada del producto, incluyendo el ajuste de tarjetas de opción que no sean IBM.

Este producto ha sido probado y satisface los límites para Equipos Informáticos Clase B de conformidad con el Estándar Europeo EN 55022. Los límites para los equipos

de Clase B se han establecido para entornos residenciales típicos a fin de proporcionar una protección razonable contra las interferencias con dispositivos de comunicación licenciados.

Union Europea - Normativa EMC

Questo prodotto è conforme alle normative di protezione ai sensi della Direttiva del Consiglio dell'Unione Europea 89/336/CEE sull'armonizzazione legislativa degli stati membri in materia di compatibilità elettromagnetica.

IBM non accetta responsabilità alcuna per la mancata conformità alle normative di protezione dovuta a modifiche non consigliate al prodotto, compresa l'installazione di schede e componenti di marca diversa da IBM.

Le prove effettuate sul presente prodotto hanno accertato che esso rientra nei limiti stabiliti per le apparecchiature di informatica Classe B ai sensi della Norma Europea EN 55022. I limiti delle apparecchiature della Classe B sono stati stabiliti al fine di fornire ragionevole protezione da interferenze mediante dispositivi di comunicazione in concessione in ambienti residenziali tipici.

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