



Unité de CD-RW/DVD-ROM Combo Ultrabay étendue pour ThinkPad

Guide d'utilisation



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Remarque

Avant d'installer le produit, veuillez lire le *Manuel de sécurité* du système ThinkPad.

Remarque

Veillez à ne pas égarer votre preuve d'achat. Elle peut vous être demandée pour faire jouer la garantie. Reportez-vous à la rubrique Annexe B, «IBM Statement of Limited Warranty - Z125-4753-07 - 11/2002», à la page 17.

Première édition - octobre 2003

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Pour plus de détails, pour toute demande d'ordre technique, ou pour obtenir des exemplaires de documents IBM, référez-vous aux documents d'annonce disponibles dans votre pays, ou adressez-vous à votre partenaire commercial.

Vous pouvez également consulter les serveurs Internet suivants :

- <http://www.fr.ibm.com> (serveur IBM en France)
- <http://www.can.ibm.com> (serveur IBM au Canada)
- <http://www.ibm.com> (serveur IBM aux Etats-Unis)

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Consignes de sécurité : à lire en priorité

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

Before installing this product, read the Safety Information.

مج، يجب قراءة دات السلامة

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

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.

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 pečítajte Bezpečnostné predpisy.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

安裝本產品之前，請先閱讀「安全資訊」。

Chapitre 1. Généralités sur l'unité CD-RW/DVD

Le présent manuel fournit des informations sur l'enregistrement, l'installation et l'utilisation de l'unité de CD-RW/DVD-ROM Combo Ultrabay étendue IBM pour ThinkPad, et est disponible dans les langues suivantes sur le CD contenant le logiciel et le guide d'utilisation :

- Portugais (Brésil)
- Tchèque
- Anglais
- Français
- Allemand
- Italien
- Japonais
- Chinois simplifié
- Slovaque
- Espagnol
- Chinois traditionnel
- Turc

Les annexes de ce guide présentent les informations relatives à la garantie et les mentions légales.

Enregistrement du produit

Nous vous remercions d'avoir acheté ce produit IBM. Veuillez prendre quelques instants afin d'enregistrer votre produit et de fournir les informations nécessaires pour qu'IBM vous garantisse des services de qualité. Vos commentaires nous aident à améliorer nos produits et nos services ainsi que notre méthode de communication. Enregistrez votre option sur le site Web d'IBM à l'adresse suivante, <http://www.ibm.com/pc/register/>.

Vous recevrez des informations ainsi que des mises à jour relatives au produit enregistré, excepté si vous avez mentionné sur le site Web que vous ne souhaitez pas recevoir d'informations supplémentaires.

Description du produit

L'unité de CD-RW/DVD Combo Ultrabay étendue IBM pour ThinkPad peut écrire et lire des CD-RW et CD-R et peut lire des CD et des DVD du commerce. Cette unité peut également lire des supports de format DVD-RAM, DVD-R et DVD-RW.

Le CD-R peut être écrit à une vitesse maximale de 24X alors que le CD-RW peut être écrit et réécrit à une vitesse maximale de 24X. Le CD peut être lu à une vitesse maximale de 24X alors que le DVD peut être lu à une vitesse maximale de 8X. Cette unité dispose également d'une protection contre la sous-alimentation de la mémoire tampon qui peut permettre de réduire certains types d'erreur susceptibles de survenir lors de l'enregistrement. Consultez la section «Résolution des incidents» à la page 11 pour plus de détails.

Avec ce manuel, vous devez avoir reçu les éléments suivants :

- Une unité de CD-RW/DVD
- Un boîtier de transport
- Le CD contenant le logiciel et le guide d'utilisation
- *Le manuel relatif aux précautions d'utilisation du laser*
- Le manuel *Quick Reference*

Remarque : Votre kit peut également contenir une disquette de mise à jour du logiciel pour DVD ou CD-RW d'IBM.

Prenez contact avec votre revendeur si l'un de ces éléments manque ou est endommagé. Vous pouvez être amené à fournir la preuve d'achat. Sa présentation est habituellement nécessaire pour faire jouer la garantie. Reportez-vous à la rubrique Annexe A, «Service and Support», à la page 15 pour avoir plus d'informations sur le support technique.

Conditions nécessaires à l'installation

Pour installer l'unité de CD-RW/DVD, votre ordinateur ThinkPad doit posséder les éléments suivants :

- Système ThinkPad avec une unité Ultrabay étendue ou ;
- Station d'accueil ThinkPad ou station d'accueil ThinkPad II avec un adaptateur pour unité ThinkPad étendue Ultrabay 2000 ;
- Système d'exploitation Microsoft Windows XP ou Microsoft Windows 2000 Professionnel.

Remarque : Le support IBM est limité pour les ordinateurs équipés du système d'exploitation Microsoft Windows 95, Microsoft Windows 98, Microsoft Windows Millennium Edition (Me) ou Microsoft Windows NT.

Installation de l'unité

Votre ordinateur ThinkPad comprend un système d'aide, Access ThinkPad, qui fournit les instructions d'installation d'unité spécifiques à l'ordinateur. Pour installer correctement l'unité de CD-RW/DVD dans la baie d'unité Ultrabay étendue, suivez les instructions fournies par le système d'aide Access ThinkPad.

Localisation des commandes de l'unité

Pour plus d'informations sur la localisation des commandes de l'unité, consultez le Guide d'utilisation du ThinkPad.

Chapitre 2. Utilisation de l'unité de CD-RW/DVD

La présente section fournit des informations sur la manipulation, le chargement et les précautions d'utilisations des DVD et CD et de l'unité de CD-RW/DVD.

Avant de commencer

Pour obtenir de meilleurs résultats, prenez connaissance des instructions ci-après avant d'utiliser l'unité :

- Votre ordinateur ThinkPad doit rester immobile lors du formatage ou de l'écriture d'un disque car tout mouvement peut causer des erreurs de données. Evitez également dans la mesure du possible la saisie au clavier lors du formatage ou de l'écriture d'un disque, car cela pourrait entraîner des erreurs de données.
- Posez le ThinkPad sur une surface plane lorsque vous écrivez sur un disque.
- Lorsque vous utilisez l'unité, vérifiez que l'ordinateur ThinkPad est branché à une prise de courant. Si la batterie vient à se vider pendant l'écriture d'un disque, ce dernier peut être endommagé.
- Désactivez les économiseurs d'écran, leur utilisation peut interrompre le processus de formatage ou d'écriture.
- Ne mettez pas votre ThinkPad en mode hibernation ou veille lors de l'écriture sur un disque.

Remarque : Les résultats de lecture et d'écriture de l'unité dépendent de la qualité et des caractéristiques du support DVD ou CD utilisé.

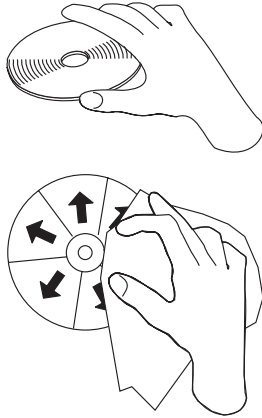
Manipulation et entretien d'un disque

Manipulez et nettoyez vos CD avec soin, particulièrement les supports inscriptibles tels que CD-R et CD-RW, afin qu'ils restent lisibles. Les précautions ci-après vous permettront de prolonger la durée de vie de vos disques :

- Conservez toujours les CD dans leur boîtier d'origine.
- N'exposez jamais des CD à la lumière directe du soleil.
- Conservez toujours les CD à l'abri de toute source de chaleur directe.
- Retirez les CD de l'ordinateur lorsque vous n'utilisez pas ce dernier.
- Vérifiez que les CD ne sont pas rayés ou fissurés AVANT chaque utilisation.
- Ne forcez jamais pour insérer les CD dans l'ordinateur ou dans leur boîtier.
- Ne pliez pas les CD.

IMPORTANT : N'utilisez jamais un CD rayé ou fissuré.

Attention : Si vous nettoyez un disque en effectuant des mouvements circulaires, des données peuvent être perdues.



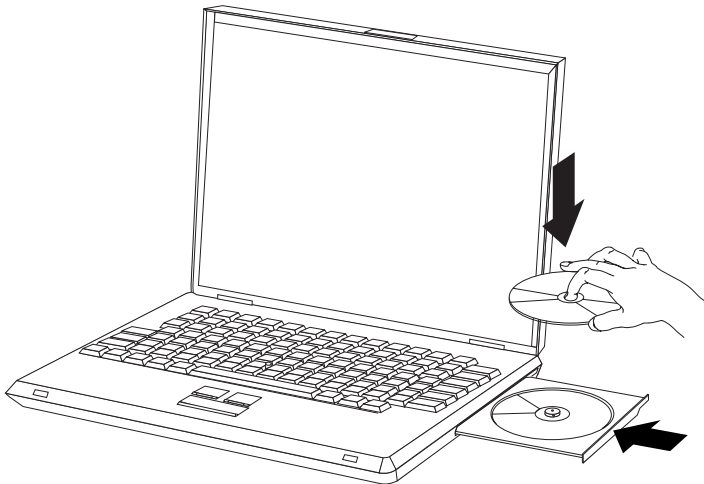
- Tenez le disque par le bord ou par le trou central. Ne touchez pas sa surface.
- Pour retirer de la poussière ou des traces de doigts, nettoyez le disque à partir du centre en allant vers les bords avec un chiffon doux non pelucheux.
- N'écrivez pas sur la surface d'un disque.
- N'exposez pas le disque à la lumière directe du soleil.
- N'utilisez pas de produits du commerce pour nettoyer un disque.
- Ne pliez pas un disque.

Précautions d'utilisation de l'unité de CD-RW/DVD

Pour protéger votre unité lors du fonctionnement, prenez les précautions suivantes :

- Retirez tout disque présent dans l'unité avant de déplacer cette dernière.
- N'insérez pas d'objets étrangers dans l'unité.
- N'empilez pas d'objet sur l'unité.
- Ne retirez pas le couvercle et ne tentez pas de réparer vous-même l'unité.
- Ne faites pas fonctionner l'unité dans l'une des situations suivantes :
 - Température élevée, fort degré d'hygrométrie ou exposition directe aux rayons du soleil
 - Vibration excessive, choc violent ou surface inclinée
 - Environnement très poussiéreux

Chargement d'un disque

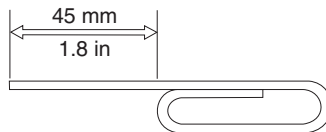


1. Appuyez sur le bouton d'éjection. Le plateau sort de l'unité.
2. Posez un disque sur le plateau de chargement en positionnant son étiquette vers le haut.
3. Fermez le plateau en le poussant doucement jusqu'à ce qu'il s'enclenche.

Attention : Ne forcez pas l'ouverture du plateau et n'introduisez pas d'objet pour l'ouvrir. Si le plateau ne s'ouvre pas quand vous appuyez sur le bouton d'éjection, consultez la section «Ejection manuelle d'un disque».

Ejection manuelle d'un disque

Si vous appuyez sur le bouton d'éjection et que le plateau ne sort pas, éteignez l'ordinateur et dépliez un grand trombone comme le montre l'illustration. L'extrémité dépliée doit s'étendre sur au moins 45 mm. Insérez l'extrémité dépliée dans l'encoche d'éjection manuelle située sur la face avant de l'unité. Poussez le trombone dans le trou jusqu'à ce que le plateau s'ouvre. Tirez doucement le plateau vers vous jusqu'à ce que vous puissiez retirer le disque.



Utilisation de la fonction DVD

Pour utiliser la fonction DVD, vous devez configurer votre ordinateur comme suit après avoir installé l'unité de CD-RW/DVD dans la baie d'unité Ultrabay étendue :

1. Activez la fonction DMA (sous Windows XP et Windows 2000 uniquement).
2. Installez WinDVD (le programme de lecture de film DVD).

Remarque : Pour Windows 95, le lecteur de films sur DVD est pris en charge par Windows 95 OSR2.0 ou versions suivantes. Vous pouvez vérifier la version de Windows 95 en cours d'utilisation en procédant comme suit :

1. Cliquez sur **Démarrer**, accédez au menu **Paramètres** et cliquez sur **Panneau de configuration**.
2. Cliquez deux fois sur **Système**.

Prenez connaissance des valeurs indiquées sous "Système".

- 4.00.950B indique que vous disposez de la version Windows 95 OSR2.0 ou OSR2.1.
- 4.00.950C indique que vous disposez de la version Windows 95 OSR2.5.

Activation de la fonction DMA

La présente section explique comment activer la fonction DMA sous Windows 2000 et Windows XP :

Pour Windows 2000

1. Cliquez sur **Démarrer**, accédez au menu **Paramètres**, et cliquez sur **Panneau de configuration**.
2. Cliquez deux fois sur **Système**.
3. Cliquez sur l'onglet **Profils matériels**.
4. Cliquez sur le bouton **Gestionnaire de périphériques**.
5. Cliquez sur **Contrôleur IDE ATA/ATAPI** pour dérouler le sous-menu.
6. Cliquez deux fois sur **IDE secondaire**. (Cliquez deux fois sur **IDE primaire** si vous utilisez le modèle ThinkPad A21e.)
7. Sélectionnez **DMA est disponible** en tant que Mode de transfert.
8. Cliquez sur **OK**.
9. Cliquez sur **Fermer** pour fermer la fenêtre Propriétés du système. Un message s'affiche, vous informant que les paramètres du système ont été modifiés.
10. Cliquez sur **OK** pour redémarrer le système.

Pour Windows XP

1. Cliquez sur **Démarrer**, puis sur **Poste de travail**.
2. Cliquez sur **Informations système** sous Tâches système.
3. Cliquez sur l'onglet **Profils matériels**.
4. Cliquez sur le bouton **Gestionnaire de périphériques**.
5. Cliquez sur **Contrôleur IDE ATA/ATAPI** pour dérouler le sous-menu.
6. Cliquez deux fois sur **IDE secondaire**. (Cliquez deux fois sur **IDE primaire** si vous utilisez le modèle ThinkPad A21e.)
7. Cliquez sur l'onglet **Paramètres avancés**.
8. Sélectionnez **DMA si disponible** en tant que Mode de transfert.
9. Cliquez sur **OK**.
10. Cliquez sur **Fermer** pour fermer la fenêtre Propriétés du système.

Installation de WinDVD et lecture d'un DVD-vidéo

Pour installer WinDVD, accédez à la section relative au logiciel du CD contenant le logiciel et le guide d'utilisation.

Après avoir installé l'unité de CD-RW/DVD et WinDVD, vous pouvez lire le DVD-vidéo. Il vous faut cependant au préalable définir le code zone DVD correspondant au contenu de votre DVD.

Codes zone DVD

Les codes zone DVD protègent le contenu d'un DVD. Le monde est divisé en 6 zones et un contenu précis est lu uniquement dans la zone appropriée. Par exemple, le contenu de la zone 1 peut être lu uniquement aux États-Unis et Canada. WinDVD est sensible aux zones.

Vous pouvez vérifier le code zone du contenu en vous reportant au code de symbole de zone figurant à l'arrière de l'emballage.

Code zone	Zone
1	Etats-Unis, Canada
2	Europe, Moyen Orient, Afrique du Sud, Japon
3	Asie du Sud-Est, Taiwan, Corée
4	Amérique du Sud, Australie, Nouvelle-Zélande
5	Pays de l'ancienne URSS, Afrique du Nord et Inde
6	République populaire de Chine

Démarrez WinDVD en insérant le DVD dans l'unité. Le code zone est automatiquement défini et vous pouvez regarder le film. Il s'agit de la configuration d'origine.

Lorsque le code zone est défini, si vous insérez un DVD associé à un code zone différent, vous êtes invité à modifier le code zone. Vous pouvez modifier le code zone quatre fois au plus.

Il devient ensuite définitif et ne peut plus être changé. Vous ne pourrez alors plus lire que des DVD dont le contenu correspond à cette zone.

Pour afficher l'état du code zone, cliquez sur le bouton **WinDVD Propriétés** de l'interface utilisateur de WinDVD. Les informations relatives au code zone se trouvent dans l'onglet **General**.

Démarrage de WinDVD

Pour démarrer WinDVD, procédez comme suit :

1. Cliquez sur **Démarrer**.
2. Cliquez sur **Programmes**.
3. Cliquez sur **InterVideo WinDVD**.
4. Cliquez sur **InterVideo WinDVD** pour ouvrir la fenêtre du lecteur de DVD vidéo.

Pour avoir plus d'informations sur le fonctionnement du lecteur de DVD vidéo, reportez-vous aux informations d'aide de WinDVD sur le CD contenant le logiciel et le guide d'utilisation. Si vous voulez regarder un film DVD sur votre téléviseur, reportez-vous à la documentation en ligne fournie avec votre ordinateur.

Remarques :

1. Votre ordinateur a été configuré pour vous offrir la meilleure qualité sonore et visuelle que permettent les ressources système disponibles. Vous pouvez modifier les paramètres par défaut en modifiant le paramètre de définition vidéo dans le Panneau de configuration. Certains systèmes ne disposent pas de suffisamment de ressources pour fournir une qualité visuelle et sonore optimales à toutes les définitions vidéo. Si vous avez de mauvaises conditions de rendu, réglez la définition à une valeur inférieure.
2. Les flux audio et vidéo sont décodés par logiciel. Les sous-systèmes audio et vidéo doivent être fonctionnels et activés.

Utilisation de la fonction CD-R et CD-RW

L'unité de CD-RW/DVD peut écrire sur des disques CD-R et CD-RW. Les CD-R ne peuvent pas être effacés, mais peuvent être utilisés dans des unités de CD-ROM standard et dans des lecteurs de CD.

Vous pouvez utiliser des CD-R pour enregistrer de la musique, stocker des données, archiver des fichiers et copier des fichiers à partir d'un autre CD.

Les CD-RW peuvent être effacés puis réutilisés, mais ils nécessitent des unités de CD-ROM et de DVD-ROM compatibles CD-RW et MR. Vous pouvez utiliser les CD-RW pour sauvegarder, stocker et mettre à jour des fichiers, ou pour copier des fichiers à partir d'un autre CD.

Remarques :

1. Les CD-R peuvent être joués sur des lecteurs de CD audio. La plupart des lecteurs de CD audio ne prennent pas en charge la lecture des CD-RW.
2. Le logiciel fourni avec cette unité **ne** propose pas des fonctions d'enregistrement de CD sous les systèmes d'exploitation DOS, Windows 3.x ou IBM OS/2®.

Pour avoir plus d'informations sur l'utilisation du logiciel, reportez-vous aux informations d'aide de RecordNow et IBM DLA du CD contenant le logiciel et le guide d'utilisation.

Sauvegarde d'un CD

Pour copier un CD du commerce, vous devez soit en posséder les droits de reproduction, soit obtenir une permission de la part du détenteur des droits de reproduction. Si vous ne disposez pas de l'une de ces autorisations, vous risquez d'entrer en violation avec les lois sur les droits de reproduction, et être amené à payer une amende ou des dommages et intérêts. Pour de plus amples informations sur ces lois, consultez votre conseiller juridique.

Résolution des incidents

Les incidents informatiques peuvent avoir une cause matérielle, logicielle ou humaine. La présente section peut être utile pour vous aider à résoudre des incidents ou pour fournir les informations nécessaires à un technicien de maintenance. Vous devrez peut être également vous référer à la documentation de l'ordinateur, du système d'exploitation ou de la carte son.

Cherchez dans la liste ci-après une description d'incident qui semble correspondre à votre situation.

Vous ne pouvez pas créer de disque multifession.

Assurez-vous que le disque comporte suffisamment de place pour une nouvelle session. L'écriture d'une session nécessite de l'espace en plus (environ 15 Mo) des données qui sont enregistrées.

Vous ne parvenez pas à écrire sur un CD-R ou sur un CD-RW.

Entrenez les actions ci-après :

1. Vérifiez que le processus n'est pas interrompu par un économiseur d'écran, un programme antivirus, un programme Internet ou de messagerie électronique, ou encore tout autre programme. Désactivez les fonctions qui peuvent interrompre l'opération d'écriture.
2. Assurez-vous que le disque dur a été défragmé.
3. Dans le cas d'une unité de disque dur ancienne, consultez le fabricant ou le fournisseur si un recalibrage thermique a lieu lors d'une opération d'écriture.
4. Remplacez le CD s'il est abîmé ou rayé.
5. Désactivez la fonction de notification d'insertion automatique de Windows pour les unités de CD-ROM et CD-RW.

Vous ne parvenez pas à éjecter un CD.

Entrenez les actions ci-après une fois que vous vous êtes assuré que l'unité n'est pas en train d'écrire sur un disque :

1. Ejectez le CD via le logiciel.
2. Utilisez le bouton d'éjection.
3. Mettez l'ordinateur hors tension. Attendez 45 secondes, puis mettez l'ordinateur sous tension et essayez d'utiliser le bouton d'éjection à nouveau.
4. Si d'autres méthodes ne fonctionnent pas, utilisez l'orifice d'éjection manuelle en suivant les instructions données dans la section «Ejection manuelle d'un disque» à la page 7.

Vous ne parvenez pas à lire un CD sur lequel vous êtes parvenu à écrire.

Entrenez les actions ci-après :

1. Si vous parvenez à lire le CD dans un autre lecteur de CD ou si vous parvenez à voir des sessions précédentes, cela signifie que les informations de répertoires ont pu être endommagées, ce qui rend le CD illisible. Consultez la documentation du logiciel, vous y trouverez des idées pour la résolution des incidents.
2. Le CD-R ou le CD-RW est peut-être endommagé. Essayez un nouveau CD-R ou CD-RW, ou encore une autre marque de disque.
3. Si vous parvenez à lire des informations d'un CD-RW dans l'unité avec laquelle vous l'avez écrit, mais pas dans une unité non MR, assurez-vous que le programme UDF Reader est installé sur l'ordinateur.
4. Evitez d'écrire à la vitesse 1X sauf si l'ordinateur l'impose.

Des messages d'erreur de type "Sous-alimentation de la mémoire" s'affichent lors de la copie ou de la création de CD

Entrenez les actions ci-après :

1. Si la source des fichiers est un réseau ou une unité amovible, commencez pas copier les fichiers sur le disque dur local.
2. Si vous utilisez la fonction **CD copier**, sélectionnez **Advanced**, puis cochez la case **Copy to Hard Disk**.
3. Si vous utilisez la fonction **RecordNow**, sélectionnez **Options -> Advanced**, puis assurez-vous que la case **lossless linking** est cochée.
4. Essayez de réduire la vitesse d'écriture.
5. Assurez-vous que les unités source et cible fonctionnent en mode DMA. Pour plus d'informations, consultez la section «Activation de la fonction DMA» à la page 8.

Annexe 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

Annexe 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 CD-RW/DVD-ROM Combo Ultrabay Enhanced 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.**

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

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
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

Annexe C. Notices

IBM may not offer the products, services, or features discussed in this document in all countries. Consult your local IBM representative for information on the products and services currently available in your area. Any reference to an IBM product, program, or service is not intended to state or imply that only that IBM product, program, or service may be used. Any functionally equivalent product, program, or service that does not infringe any IBM intellectual property right may be used instead. However, it is the user's responsibility to evaluate and verify the operation of any non-IBM product, program, or service.

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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.

Federal Communications Commission (FCC) statement

ThinkPad CD-RW/DVD-ROM Combo Ultrabay Enhanced Drive

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 conformite a la reglementation d'Industrie Canada

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

Deutsche EMV-Direktive (electromagnetische Verträglichkeit)

Zulassungbescheinigung laut 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 Übereinstimmung mit 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 - Direttiva 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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