# Appendix A. Problem solving

Computer problems can be caused by hardware, software, or user error. Using the information in this section, you might be able to solve problems yourself or gather helpful information that you can pass on to a service technician. You might also need to refer to your computer, operating-system, or sound-adapter documentation.

Review the following list for any problem description that might fit your situation.

 Your computer or DVD-ROM drive does not operate correctly, or the busy indicator light does not come on.

Take the following actions:

- 1. Check that the disc is loaded with the label side up.
- Check that all devices are properly connected to the computer and to the electrical outlet.
- 3. Turn off the computer, unplug the cables for your computer and all attached devices, and remove the computer cover.
- 4. Check that all power and IDE cables are securely attached. Disconnect the IDE cable and check for bent or misaligned pins. If you do not find any problems, reconnect the interface cable. Replace the computer cover, and reattach all cables and power cords. Turn on the computer, restart the operating system, and attempt to open the loading tray by pressing the Open/Close button. If the tray fails to open and the busy indicator does not light, turn off the computer and try using another 4-pin dc power cable.
- 5. Check that the color-coded edge on the IDE cable aligns with pin 1 on the IDE port and is closest to the power cable on the DVD-ROM drive. See "Step 5. Attaching the cables to the drive" on page 1-6.
- 6. Check the DVD-ROM drive and any other device on the IDE cable for the proper settings. See "Step 3. Setting the configuration jumpers" on page 1-5.
- 7. If the middle connector on the IDE cable is attached to the IDE port on the system board, remove the connector and reattach the cable. If there is only one device on the IDE port, attach the connector at one end of the cable to the IDE port and the connector at the other end to the device, leaving the middle connector (if there is one) open.
  - If there are two devices on the IDE port, attach the connector at one end of the cable to the IDE port. If there is a hard disk drive, attach it to the connector at the other end of the cable, and attach the DVD-ROM drive to the middle connector.

 You cannot access the DVD-ROM drive, or the DVD-ROM (CD-ROM) icon is not displayed.

When the DVD-ROM drive is properly installed, a DVD-ROM or CD-ROM icon is displayed in the My Computer window. Double-click My Computer.If a CD-ROM icon is not present in the window that opens, verify that the drive has been properly installed. Verify that the configuration jumper is set properly. See "Step 3. Setting the configuration jumpers" on page 1-5. Restart your computer. If a drive icon is still not found, continue with the following steps.

- 1. Click Start, then click Settings, and then click Control Panel.
- 2. Click System.
- 3. Click the Device Manager tab.
- 4. Double-click View Devices by Type.
- 5. Select **Hard Disk Controllers** from the list displayed in the Device Manager window. Verify that there are no conflicts with the controller. The device status indicates whether the controller is working properly.
- Select CD-ROM from the list that is displayed in the Device Manager window. Verify that a CD-ROM device is present in the list and that no conflicts exist. The device status indicates whether the device is working properly.
- 7. Click OK.
- 8. Close all windows and restart the computer.

If the device icon is still not present, check cable connections and device-jumper settings, and resolve any conflicts that might exist.

• The DVD-ROM drive is not recognized by the operating system, or the drive performs erratically.

Some computers have Compatible and High Performance modes for mass storage devices. Normally, the DVD-ROM drive functions better under the High Performance mode. However, if your drive is not functioning properly in that mode, you might need to use the Compatible mode.

Use the following procedure to check the configuration-setup information for your computer.

- 1. Access your configuration utility program.
- 2. Select Devices.
- 3. Scroll down to the Mass Storage Devices section.

Refer to the documentation that comes with your computer for additional details on selecting IDE performance modes.

 The computer does not recognize the DVD-ROM drive after the device drivers are loaded. Check for incompatibilities among the DVD-ROM drive device driver and other device drivers or other hardware in your computer. Create a system diskette with minimum CONFIG.SYS and AUTOEXEC.BAT system files.

- Before creating special CONFIG.SYS and AUTOEXEC.BAT files, make a backup copy of these files in a convenient directory. From a DOS prompt, do the following:
  - a. Type copy CONFIG.SYS CONFIG.IBM and press Enter.
  - b. Type copy AUTOEXEC.BAT AUTOEXEC.IBM and press Enter.
- 2. Insert a blank, formatted diskette into the diskette drive.
- 3. Copy the CONFIG.SYS and AUTOEXEC.BAT files onto the diskette.
- 4. Turn off the computer and ensure that the system diskette, the diskette that you created is in the diskette drive.
- 5. Restart the computer (the computer starts up from the system diskette).
- 6. Observe the startup messages and ensure the device driver IBMIDECD.SYS loads. When MSCDEX loads, observe the drive letter that the computer assigns to the DVD-ROM drive.
- Load a data CD into the loading tray; then wait until the Busy indicator is not lit.
- 8. Attempt to read the disc by typing dir x:, where x is the DVD-ROM drive assigned after the MSCDEX message.
  - If the computer is able to read the disc, a conflict probably exists among the device drivers that are loaded by the CONFIG.SYS or AUTOXEC.BAT file. You need to resolve this device conflict. Refer to the documentation that comes with your computer for more information on resolving device conflicts.
  - If you are unable to access the disc, you might have a hardware problem. If you are unable to read the disc or a drive letter is not assigned by MSCDEX, go to the next step.
- Turn off the computer, unplug the cables from the electrical outlets for your computer and all attached devices, and remove the computer cover.
- 10. Disconnect the IDE and power cables for all IDE devices except the DVD-ROM drive.
- 11. Configure the DVD-ROM drive as a master and connect it to the last IDE connector on the primary IDE port.
- Reinstall the computer cover. Reconnect the keyboard; plug the power cords into electrical outlets.
- 13. Insert the system diskette in the diskette drive and a data disc in the DVD-ROM drive.
- 14. Restart the computer.
- 15. Attempt to read the disc by typing dir C: (the DVD-ROM drive is drive C because it is the only device that is connected to the IDE port.)

- If the computer is able to read the disc, a conflict probably exists
  with one of the devices that are installed on your computer. You
  need to resolve this device driver conflict. Check the configuration
  jumper settings for the other devices or refer to our device
  documentation.
- If you are unable to access the disc, you might have a hardware problem. If the DVD-ROM drive still does not read the data disc, the DVD-ROM drive might be defective. Go to "Appendix B. Help and service information" on page B-1.

# • The disc cannot be read.

Take the following actions:

- 1. The disc might be dirty; clean it as described in "Caring for a CD or DVD" on page 1-11.
- 2. The disc might be defective; try another disc.
- 3. The disc is not ISO-9660, High Sierra Group (HSG), or Universal Disc Format (UDS) compatible. Check with your place of purchase.

#### · There is no sound from the disc.

- 1. Check that you are not using a data CD.
- 2. Adjust the volume control on the drive. See "Front view of the drive" on page 1-3.
- 3. Adjust the audio-adapter volume control. See the documentation that comes with your audio adapter and audio-CD player program.
- 4. Turn off the computer, unplug the cables from the electrical outlets for your computer and all attached devices, and remove the computer cover. Ensure that the audio-signal cable connects the DVD-ROM drive with the sound adapter.

### · You receive a common error message.

Take the following actions for these common error messages:

- CDR-103

The disc in the DVD-ROM drive is not High Sierra, ISO 9660, or UDF format. The DVD-ROM drive does not support the media.

CDR-101

The "not ready reading the drive" situation occurs if you try to access the DVD-ROM drive before the drive is ready. The busy indicator lights when you attempt to access the drive after loading a disc into the loading tray. Wait until the busy indicator is no longer lit before attempting to access the drive.

# The connectors on the audio cables that are provided do not fit the connector on your audio adapter.

Some audio adapters might require a special cable. See the documentation that comes with your audio adapter.

You might have to separately purchase an audio cable for the DVD-ROM drive. If you are using an IBM computer or IBM audio adapter, refer to "Appendix B. Help and service information" on page B-1.

- There is CD sound from the computer speakers, but not from the drive headphone-jack.
  - Check in Device Manager that the DVD-ROM drive is not configured for digital audio extraction. If it is, deselect the digital audio feature to enable the headphone jack.
- "Unable to Create Overlay Window" message appears when you use DVD Express with Windows 95, Windows 98, or Windows 2000.
  - Your video device driver needs an update to enable overlay support. Contact the manufacturer of your video card or your computer for updates.
  - 2. The resolution of your screen might be too high. Try setting the screen to  $800 \times 600 \times 16$  bpp at 60 hz.
- DVD movies do not start automatically when inserted into the DVD-ROM drive.
  - 1. Autoplay is turned off. Follow these instructions to turn on Autoplay:
    - a. Click Start, then click Control Panel, and then click Device Manager.
    - b. Check Auto Insert Notification.
  - 2. DVDs that contain both programs and DVD Video content will autoplay the program content. To view the video content, start DVD Express manually. For more information on starting DVD Express manually, see "Viewing a DVD movie" on page 1-10.
- Video appears to be choppy or is dropping frames.
  - Ensure that DMA is turned on for your computer hard disk drive controller.
  - 2. The resolution of your screen might be too high. Try setting the screen to  $800 \times 600 \times 16$  bpp at 60 hz.
  - 3. If your computer processor has less power than a Pentium II 450, some jerkiness is normal on certain DVDs.

# Changing the Windows 98, Windows 95, Windows Me, and Windows 2000 device drivers

Windows 98, Windows 95, Windows Me, and Windows 2000 have two device driver configuration parameters: Auto Insert Notify and DMA.

The Auto Insert Notify parameter enables the computer to start audio CD software as soon as a CD is inserted into the CD-ROM drive.

The DMA parameter improves system performance by having the system DMA controller take over the function of moving data from the CD to memory,

freeing the system microprocessor to perform more important tasks. For example, activating DMA might make movies and games run more smoothly because the microprocessor will have more time to manage the video.

# Changing the Auto Insert Notify and DMA parameters

To change these parameter settings from the Windows 98, Windows 95, or Windows Me desktop, do the following:

- 1. Click Start, then click Settings, and then click Control Panel.
- 2. Double-click System.
- 3. Click the **Device Manager** tab.
- 4. Double-click CD-ROM.
- 5. Click Properties.
- 6. Select Settings.
- 7. Click Auto Insert Notification or DMA.
- 8. Click OK.

To change these parameter settings from the Windows 2000 desktop, do the following:

- 1. Click Start, then click Settings, and then click Control Panel.
- 2. Click System.
- 3. Click **Hardware**.
- 4. Click Device Manager.
- 5. Double click IDE ATA/ATAPI Controllers.
- 6. Double click the IDE channel.<sup>1</sup>
- 7. Select Advanced Settings.
- 8. Under Transfer Mode, select DMA (if available).
- 9. Reboot the computer

<sup>1.</sup> If more than one IDE channel is listed, repeat steps 1 through 9 for each channel.

# Appendix B. Help and service information

This section contains information on how to obtain online and telephone technical support.

# Online technical support

Online technical support is available during the life of your product. Online assistance can be obtained through the Personal Computing Support Web site and the IBM Automated Fax System.

Online technical support			
IBM Personal Computing Support Web site	http://www.ibm.com/pc/support		
IBM Automated Fax System	1-800-426-3395 (U.S. and Canada)		

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 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 or to the enclosed technical support insert. Support phone numbers are also available by clicking HelpCenter phone list on the IBM support Web page at

http://www.ibm.com/pc/support

If the number is not provided, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

Support 24 hours a day, 7 days a week			
Canada (Toronto only)	416-383-3344		
Canada (all other)	1-800-565-3344		
U.S.A. and Puerto Rico	1-800-772-2227		

# Appendix C. Product warranties and notices

The warranty statements consist of two parts: Part 1 and Part 2. Part 1 varies by country. Part 2 is the same for both statements. Be sure to read both the Part 1 that applies to your country and Part 2.

- United States, Puerto Rico, and Canada (Z125-4753-05 11/97) (Part 1 General Terms on page C-1)
- Worldwide except Canada, Puerto Rico, Turkey, and United States (Z125-5697-01 11/97) (Part 1 - General Terms on page C-5)
- Worldwide Country-Unique Terms (Part 2 Country-Unique Terms on page C-8)

# IBM Statement of Limited Warranty for United States, Puerto Rico, and Canada (Part 1 - General Terms)

This Statement of Warranty includes Part 1 - General Terms and Part 2 - Country-unique Terms. The terms of Part 2 may replace or modify those of Part 1. The warranties provided by IBM in this Statement of Warranty apply only to Machines you purchase for your use, and not for resale, from IBM or your reseller. 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. Unless IBM specifies otherwise, the following warranties apply only in the country where you acquire the Machine. Nothing in this Statement of Warranty affects any statutory rights of consumers that cannot be waived or limited by contract. If you have any questions, contact IBM or your reseller.

# Machine - 16X Max DVD-ROM Drive Warranty period\* - One Year

\* Contact your place of purchase for warranty service information. Some IBM Machines are eligible for on-site warranty service depending on the country where service is performed.

# The IBM Warranty for Machines

IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications. The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation. The date on your sales receipt is the Date of Installation, unless IBM or your reseller informs you otherwise.

During the warranty period IBM or your reseller, if approved by IBM to provide warranty service, will provide repair and exchange service for the Machine, without charge, under the type of service designated for the Machine and will manage and install engineering changes that apply to the Machine.

If a Machine does not function as warranted during the warranty period, and IBM or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded. The replacement may not be new, but will be in good working order.

# **Extent of Warranty**

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible. The warranty is voided by removal or alteration of Machine or parts identification labels.

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. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

# Items Not Covered by Warranty

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

Unless specified otherwise, IBM provides non-IBM machines WITHOUT WARRANTIES OF ANY KIND.

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, will be provided **WITHOUT WARRANTIES OF ANY KIND.** 

# Warranty Service

To obtain warranty service for the Machine, contact your reseller or IBM. In the United States, call IBM at 1-800-772-2227. In Canada, call IBM at 1-800-565-3344. (In Toronto, call 416-383-3344.) You may be required to present proof of purchase.

IBM or your reseller provides certain types of repair and exchange service, either at your location or at a service center, to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. IBM may repair the failing Machine or exchange it at its discretion.

When 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.

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. 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.

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 problem determination, problem analysis, and service request procedures that IBM or your reseller provides,
  - b. secure all programs, data, and funds contained in a Machine,
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations, and
  - d. inform IBM or your reseller of changes in a Machine's location.

IBM is responsible for loss of, or damage to, your Machine 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 is responsible for any of your confidential, proprietary or personal information contained in a Machine which you return to IBM or your reseller for any reason. You should remove all such information from the Machine prior to its return.

#### **Production Status**

Each IBM Machine is manufactured from new parts, or new and used parts. In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, IBM's appropriate warranty terms apply.

# Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), 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 greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim. 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 LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

# IBM Statement of Warranty Worldwide except Canada, Puerto Rico, Turkey, United States (Part 1 - General Terms)

This Statement of Warranty includes Part 1 - General Terms and Part 2 - Country-unique Terms. The terms of Part 2 may replace or modify those of Part 1. The warranties provided by IBM in this Statement of Warranty apply only to Machines you purchase for your use, and not for resale, from IBM or your reseller. 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. Unless IBM specifies otherwise, the following warranties apply only in the country where you acquire the Machine. Nothing in this Statement of Warranty affects any statutory rights of consumers that cannot be waived or limited by contract. If you have any questions, contact IBM or your reseller.

# Machine - 16X Max DVD-ROM Drive Warranty period\* - One Year

\* Contact your place of purchase for warranty service information. Some IBM Machines are eligible for on-site warranty service depending on the country where service is performed.

# The IBM Warranty for Machines

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During the warranty period IBM or your reseller, if approved by IBM to provide warranty service, will provide repair and exchange service for the Machine, without charge, under the type of service designated for the Machine and will manage and install engineering changes that apply to the Machine.

If a Machine does not function as warranted during the warranty period, and IBM or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded. The replacement may not be new, but will be in good working order.

# **Extent of Warranty**

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible. The warranty is voided by removal or alteration of Machine or parts identification labels.

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. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

# Items Not Covered by Warranty

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

Unless specified otherwise, IBM provides non-IBM machines WITHOUT WARRANTIES OF ANY KIND.

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, will be provided WITHOUT WARRANTIES OF ANY KIND.

# Warranty Service

To obtain warranty service for the Machine, contact your reseller or IBM. You may be required to present proof of purchase.

IBM or your reseller provides certain types of repair and exchange service, either at your location or at a service center, to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. IBM may repair the failing Machine or exchange it at its discretion.

When 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.

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated,

serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. 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.

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 problem determination, problem analysis, and service request procedures that IBM or your reseller provides,
  - b. secure all programs, data, and funds contained in a Machine,
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations, and
  - d. inform IBM or your reseller of changes in a Machine's location.

IBM is responsible for loss of, or damage to, your Machine 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 is responsible for any of your confidential, proprietary or personal information contained in a Machine which you return to IBM or your reseller for any reason. You should remove all such information from the Machine prior to its return.

#### **Production Status**

Each IBM Machine is manufactured from new parts, or new and used parts. In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, IBM's appropriate warranty terms apply.

# Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than

- 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 greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim. 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 LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

# Part 2 - Worldwide Country-Unique Terms

# **ASIA PACIFIC**

**AUSTRALIA:** The IBM Warranty for Machines: 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 legislation and are only limited to the extent permitted by the applicable legislation.

**Extent of Warranty:** The following replaces the first and second sentences of this Section: The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

**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, 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.

**PEOPLE'S REPUBLIC OF CHINA: Governing Law:** The following is added to this Statement: The laws of the State of New York govern this Statement.

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

- 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;
- 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 Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

**NEW ZEALAND: The IBM Warranty for Machines:** 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.

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

The following terms apply to all EMEA countries.

The terms of this Statement of Warranty apply to Machines purchased from an IBM reseller. If you purchased this Machine from IBM, the terms and conditions of the applicable IBM agreement prevail over this warranty statement.

# Warranty Service

If you purchased an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or United Kingdom, 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 purchased an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, 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.

The applicable laws, Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided. However, the laws of Austria govern this Statement if the warranty service is provided in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Federal Republic of Yugoslavia, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, and Ukraine.

# The following terms apply to the country specified:

**EGYPT:** Limitation of Liability: The following replaces item 2 in this Section: 2. 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.

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: The IBM Warranty for Machines: 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 six months.

In case IBM or your reseller are 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.

**Extent of Warranty:** The second paragraph does not apply.

Warranty Service: 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.

**Production Status:** The following paragraph replaces this Section: Each Machine is newly manufactured. It may incorporate in addition to new parts, re-used parts as well.

**Limitation of Liability:** The following is added to this Section: The limitations and exclusions specified in the Statement of Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

In item 2, replace "U.S. \$100,000" with "1.000.000 DEM."

The following sentence is added to the end of the first paragraph of item 2: IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

**IRELAND:** Extent of Warranty: 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 items one and two of the first paragraph of this Section: 1. death or personal injury or physical damage to your real property solely caused by IBM's negligence; and 2. the amount of any other actual direct damages, up to the greater of Irish Pounds 75,000 or 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.

Applicability of suppliers and resellers (unchanged).

The following paragraph is added at the end of this Section: IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages.

ITALY: Limitation of Liability: The following replaces the second sentence in the first paragraph: In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than: (item 1 unchanged) 2) as to any other actual damage arising in all situations involving non-performance by IBM pursuant to, or in any way related to the subject matter of this Statement of Warranty, IBM's liability, will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers and resellers (unchanged).

The following replaces the second paragraph of this Section: Unless otherwise provided by mandatory law, IBM and your reseller are not liable for any of the following: (items 1 and 2 unchanged) 3) indirect damages, even if IBM or your reseller is informed of their possibility.

**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.

**TURKIYE: Production Status:** The following replaces this Section: IBM fulfills customer orders for IBM Machines as newly manufactured in accordance with IBM's production standards.

**UNITED KINGDOM: Limitation of Liability:** The following replaces items 1 and 2 of the first paragraph of this Section:

- 1. death or personal injury or physical damage to your real property solely caused by IBM's negligence;
- 2. the amount of any other actual direct damages or loss, up to the greater of Pounds Sterling 150,000 or 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.

The following item is added to this paragraph: 3. breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

Applicability of suppliers and resellers (unchanged).

The following is added to the end of this Section: IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default will be limited to damages.

#### **NORTH AMERICA**

**CANADA:** Warranty Service: The following is added to this section: To obtain warranty service from IBM, call 1-800-565-3344. In Toronto, call 416-383-3344.

**UNITED STATES OF AMERICA: Warranty Service:** The following is added to this section: To obtain warranty service from IBM, call **1-800-772-2227**.

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# 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:

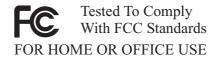
- · Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult an IBM authorized dealer or service representative for help.

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



#### 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 classe B est conforme à la norme NMB-003 du Canada.

# Deutsche EMV-Direktive (electromagnetische Verträglichkeit)

Dieses Gerät ist berechtigt in Übereinstimmung mit dem deutschen EMVG vom 9.Nov.92 das EG-Konformitätszeichen zu führen.

Der Aussteller der Konformitätserklärung ist die IBM UK, Greenock.

Dieses Gerät erfüllt die Bedingungen der EN 55022 Klasse B.

#### European Union - emission directive

This product is in conformity with the protection requirements of EU Council Directive 89/366/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 CISPR 22/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 CISPR22/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 électromagnética)

Este producto satisface los requisitos de protección del Consejo de la UE, Directiva 89/336/CEE en lo que a la legislatura 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 CISPR22 y 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 le apparecchiature di informatica Classe B ai sensi del CISPR 22/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.

### Korean B급 규격 증명서

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