



**Souris ScrollPoint IBM à capteur optique
et 3 boutons 800 DPI pour connexion
PS/2 et USB
Guide d'utilisation**



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Important

Avant d'utiliser le présent document et le produit associé, prenez connaissance des informations générales figurant dans les annexes.

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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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Avant-propos

Le présent manuel contient les instructions d'installation et d'utilisation de la souris ScrollPoint IBM à capteur optique et 3 boutons 800 DPI. Il est constitué des parties suivantes :

Guide d'installation et d'utilisation

Il est fourni sur le CD dans les langues suivantes :

- Allemand
- Anglais
- Chinois simplifié
- Chinois traditionnel
- Espagnol
- Français
- Italien
- Japonais
- Portugais brésilien

Annexes

Cette partie contient les informations d'assistance et de support technique, ainsi que le contrat IBM de garantie limitée.

Enregistrement de votre option

Nous vous remercions d'avoir choisi ce produit IBM. Prenez le temps de l'enregistrer et de fournir les informations qui aideront IBM à mieux vous servir ultérieurement. Vos commentaires sont pris en compte pour le développement de produits et de services, tout en permettant d'établir une meilleure communication avec vous. Enregistrez votre option sur le site Web IBM à l'adresse suivante :

<http://www.ibm.com/pc/register>

IBM vous fera automatiquement parvenir des informations et les mises à niveau relatives au produit enregistré, sauf si vous précisez sur le questionnaire que vous ne le souhaitez pas.

Souris ScrollPoint IBM à capteur optique et 3 boutons 800 DPI pour connexion PS/2 et USB

Le présent manuel fournit des informations concernant l'installation, l'utilisation et la maintenance de la souris ScrollPoint IBM à capteur optique et 3 boutons 800 DPI pour connexion PS/2 et USB.

Description du produit

La souris ScrollPoint IBM à capteur optique et 3 boutons 800 DPI pour connexion PS/2 et USB est dotée d'une manette permettant de contrôler le défilement et d'autres fonctions. Elle présente en standard un connecteur PS/2 et un connecteur USB. Elle peut être connectée à n'importe quel port USB.

Cette souris fonctionne avec les ordinateurs IBM et compatibles IBM utilisant les systèmes d'exploitation suivants :

- Microsoft Windows 98
- Microsoft Windows Millennium Edition (Me)
- Microsoft Windows 2000 Professionnel
- Microsoft Windows XP

et les systèmes d'exploitation prenant en charge la connectivité USB. De plus, la souris peut être reliée au port IBM PS/2 des ordinateurs fonctionnant sous Microsoft Windows 95 et Microsoft Windows NT Workstation.

Remarque : Si vous connectez une souris à un portable équipé d'un périphérique de pointage, par exemple un ThinkPad IBM, ou si vous utilisez un clavier doté d'un tel périphérique, vous devez désactiver les dispositifs de pointage avant d'installer et d'utiliser la souris.

Ce coffret contient les éléments suivants :

- Une souris ScrollPoint IBM à capteur optique et 3 boutons 800 DPI pour connexion PS/2 et USB
- Un CD-ROM contenant le logiciel d'installation approprié et le guide de l'utilisateur en ligne
- Un adaptateur USB-PS/2

Pour plus d'informations sur une utilisation ergonomique de votre ordinateur personnel et de ce produit, visitez le site IBM approprié, à l'adresse suivante : [http://www.ibm.com/pc/healthy computing](http://www.ibm.com/pc/healthy%20computing)

Installation du logiciel de souris

Votre coffret renferme un CD-ROM contenant le logiciel nécessaire à l'installation de la souris. Pour l'installer, procédez comme suit :

1. Mettez l'ordinateur sous tension et lancez le système d'exploitation.
2. Insérez le CD du pilote de périphérique dans l'unité de CD-ROM. Cliquez sur la flèche associée au pilote. Suivez les instructions qui s'affichent à l'écran. Si le programme d'installation n'est pas lancé automatiquement, passez aux étapes 3 à 6. S'il s'affiche, accédez directement à l'étape 6.
3. Cliquez sur **Démarrer**.
4. Cliquez sur **Exécuter**.
5. Sur la ligne de commande, tapez `X:/setup` où X correspond à la lettre de l'unité de CD-ROM.
6. Cliquez sur **OK**.
7. Suivez les instructions à l'écran pour mener à bien l'installation du logiciel.

Remarque : A l'invite, cliquez sur **PS/2** pour connecter la souris au port souris standard, ou cliquez sur **USB** si vous souhaitez utiliser un port USB.

L'installation du logiciel de souris est terminée. Reportez-vous à la section «Installation de la souris».

Installation de la souris

Cette section contient les instructions d'installation de la souris en mode PS/2 et en mode USB.

Si une souris PS/2 est connectée à votre ordinateur, commencez par mettre l'ordinateur hors tension avant de débrancher la souris. Connectez la souris, puis relancez l'ordinateur. Si un message s'affiche indiquant la présence d'une souris PS/2, ignorez-le et continuez.

Installation de la souris en mode PS/2

Pour installer la souris à l'aide des systèmes d'exploitation Microsoft Windows 95 et Microsoft Windows NT Workstation, effectuer les opérations suivantes :

1. Mettez l'ordinateur hors tension.
2. S'il y a lieu, débranchez la souris du port PS/2.
3. Branchez la souris dotée de l'adaptateur PS/2 dans le port souris de l'ordinateur.
4. Redémarrez l'ordinateur.

Installation de la souris en mode USB

Pour installer la souris en utilisant le port USB sous Microsoft Windows 98 ou Microsoft Windows 2000 Professional , effectuer les opérations suivantes :

1. Insérez le connecteur USB (rectangulaire) de la souris dans le port USB de l'ordinateur.
2. Dans l'Assistant Ajout de nouveau matériel, appuyez sur **Entrée**.
3. Dans la fenêtre Que voulez-vous faire, sélectionnez **Rechercher le meilleur pilote pour votre périphérique**.
4. Appuyez sur la touche **Entrée**.
5. Dans la fenêtre correspondante, appuyez sur la touche **Entrée**. L'ordinateur affiche l'emplacement du pilote.
6. Appuyez sur la touche **Entrée**. Une fenêtre apparaît, vous indiquant que le logiciel requis pour le nouveau matériel a été installé.
7. Appuyez sur la touche **Entrée** pour terminer l'installation.

Pour plus d'informations, reportez-vous à la section «Utilisation de la souris» à la page 3

Installation USB (Windows Me et XP)

Pour installer la souris en mode USB sur un ordinateur Microsoft Windows ME ou Windows XP, procédez comme suit :

Remarque : Ne branchez pas la souris sur un port USB d'un ThinkPad ou d'un autre portable avant que le bureau Windows Me ou Windows XP ne s'affiche.

1. Branchez le connecteur de la souris dans le port USB.
2. La fenêtre Nouveau matériel détecté s'affiche, indiquant que le logiciel correspondant est en cours d'installation. Windows Me ou Windows XP installent automatiquement les pilotes de périphériques nécessaires à la nouvelle souris.

Utilisation de la souris

La souris ScrollPoint IBM à capteur optique et 3 boutons 800 DPI pour connexion PS/2 et USB présente de nombreuses fonctionnalités, comme le zoom et le défilement automatique, qui vous permettent d'augmenter votre productivité. Vous pouvez également affecter les fonctions ou les raccourcis fréquemment utilisés aux boutons de la souris, en les définissant via les onglets du logiciel de la souris.

Pour lancer le logiciel de la souris :

1. Cliquez sur **Démarrer-->Paramètres-->Panneau de configuration**.
2. La fenêtre Panneau de configuration s'ouvre. Cliquez deux fois sur l'icône **Souris**. (Si vous avez déjà activé l'affichage de la souris dans la barre d'état système, au niveau des propriétés du logiciel, cliquez deux fois sur l'icône **Souris**, située dans l'angle inférieur droit de l'écran.)

Par défaut, les boutons de la souris sont attribués à différentes fonctions (bouton principal, menu contextuel et défilement rapide/automatique). Vous pouvez personnaliser ou modifier ces affectations. Pour personnaliser la fonction de chaque bouton, procédez comme suit :

1. Ouvrez le panneau de configuration du logiciel de la souris.
2. Cliquez sur l'onglet **Buttons**.
3. A partir de l'image, cliquez sur le bouton auquel vous souhaitez affecter une nouvelle fonction, ou faites une sélection dans la liste correspondante. Le bouton sélectionné s'affiche dans la liste et apparaît en évidence sur l'image de la souris.
4. Sélectionnez une fonction dans la liste correspondante (l'un des boutons au moins doit être désigné comme bouton principal, "Primary Mouse Button").
5. Pour rétablir les paramètres par défaut des boutons de la souris, cliquez sur **Use Default**.
6. Pour confirmer la nouvelle affectation des boutons, cliquez sur **Apply**.

Pour plus d'informations sur la personnalisation des paramètres, cliquez sur le bouton **Aide** située dans l'angle inférieur droit de l'interface logicielle.

Résolution des incidents liés à une connexion USB

Cette section contient des informations sur la résolution des incidents liés à une connexion USB.

Remarque : Il peut arriver que l'ordinateur comporte des ports USB, mais que ceux-ci ne soient pas pris en charge par le BIOS. Adressez-vous au constructeur de l'ordinateur pour mettre le BIOS à niveau.

La **souris ScrollPoint IBM à capteur optique et 3 boutons 800 DPI pour connexion PS/2 et USB** ne répond pas.

- Assurez-vous que l'ordinateur est sous tension lorsque vous effectuez l'installation. Essayez de débrancher, puis de rebrancher la souris.
- Vérifiez que votre ordinateur ne fonctionne pas sous Windows 95 ou Windows NT Workstation. Ces systèmes ne prennent pas en charge la connectivité USB pour ce périphérique.
- Avec Microsoft Windows 98, Windows Me ou Windows 2000, assurez-vous que tous les commutateurs USB du BIOS sont activés.

Pour vérifier que tous les ports USB sont activés, procédez comme suit :

- Accédez au programme de configuration lors du démarrage. Appuyez sur F1 ou sur la touche Suppr lors du démarrage. Si vous ne savez pas comment exécuter le programme de configuration, consultez la documentation fournie avec votre ordinateur, ou adressez-vous au constructeur de celui-ci.
- Vérifiez les ports USB dans le programme de configuration pour vous assurer que ceux-ci fonctionnent correctement.

Si vous ne savez pas comment utiliser le programme de configuration, consultez la documentation fournie avec votre ordinateur, ou adressez-vous au constructeur de celui-ci.

Contrôleur USB (Universal Serial BUS)

Le contrôleur USB (Universal Serial BUS) n'est peut-être pas correctement installé sur votre ordinateur.

1. Cliquez deux fois sur **Poste de travail**.
2. Cliquez deux fois sur **Panneau de configuration**.
3. Cliquez deux fois sur **Système**.
4. A l'aide du bouton gauche de la souris, cliquez sur l'onglet des pilotes de périphériques.
5. Faites défiler la liste jusqu'à l'option Contrôleurs de bus USB. A l'aide du bouton gauche de la souris, cliquez alors sur le signe plus (+) pour qu'il se transforme en signe moins (-).
6. A l'aide du bouton gauche de la souris, cliquez sur le bouton **Supprimer** situé dans l'angle inférieur droit du gestionnaire de périphériques. Un avertissement apparaît, vous informant que vous êtes sur le point de supprimer ce périphérique de la fenêtre système.
7. Cliquez sur **OK**.
8. Cliquez sur le bouton **Actualiser** pour forcer Windows à détecter le matériel.

Cette procédure détecte le contrôleur USB hôte et le concentrateur USB racine. Vous serez peut-être invité à insérer le CD d'installation de Microsoft Windows.

Entretien de la souris

Veillez à toujours débrancher la souris avant de la nettoyer. Ne posez pas de boissons dans la zone d'action de la souris et veillez à ne rien renverser. Un entretien régulier de La souris ScrollPoint IBM à capteur optique et 3 boutons 800 DPI pour connexion PS/2 et USB vous permettra d'optimiser sa durée de vie, tout en réduisant les risques d'endommager la souris et l'ordinateur. Aucune pièce ne peut être remplacée par l'utilisateur.

Reportez-vous à la section Annexe A, «Warranty information» à la page 5 pour plus d'informations sur l'assistance et le support techniques.

Annexe A. Warranty information

This section contains the warranty period for your product, information about obtaining warranty service and support, and the IBM Statement of Limited Warranty.

Warranty period

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

Machine - IBM 800 DPI Optical 3 Button ScrollPoint Mouse - PS/2 & USB
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Warranty period - One year

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.

Warranty information on the World Wide Web

The IBM Machine Warranties Web site at http://www.ibm.com/servers/support/machine_warranties/ contains a worldwide overview of the IBM Limited Warranty for IBM Machines, a glossary of terms used in the Statement of Limited Warranty, Frequently Asked Questions (FAQ), and links to Product Support Web pages. The IBM Statement of Limited Warranty is available from this Web site in 29 languages in Portable Document Format (PDF).

Online technical support

Online technical support is available during the life of your product through the Personal Computing Support Web site at <http://www.ibm.com/pc/support/>.

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.

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
All other countries and regions	Go to http://www.ibm.com/pc/support/ , and click Support Phone List .

IBM Statement of Limited Warranty Z125-4753-06 8/2000

Part 1 - General Terms

This Statement of Limited Warranty includes Part 1 - General Terms and Part 2 - Country-unique Terms. 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, 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 Limited 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.

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 («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.

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.

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. 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 a Machine, contact IBM or your reseller. If you do not register your Machine with IBM, you may be required to present proof of purchase.

During the warranty period, IBM or your reseller, if approved by IBM to provide warranty service, provides without charge certain types of repair and exchange service 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. At its discretion, IBM or your reseller will 1) either repair or exchange the failing Machine and 2) provide the service either at your location or a service center. IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Some parts of IBM Machines are designated as Customer Replaceable Units (called «CRUs»), e.g., keyboards, memory, or hard disk drives. IBM ships CRUs to you for replacement by you. You must

return all defective CRUs to IBM within 30 days of your receipt of the replacement CRU. You are responsible for downloading designated Machine Code and Licensed Internal Code updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

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. 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.

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), 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.

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, LOST PROFITS OR LOST 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.

Governing Law

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 Agreement, without regard to conflict of law principles.

Part 2 - Country-unique Terms

AMERICAS

BRAZIL

Governing Law: *The following is added after the first sentence:* Any litigation arising from this Agreement will be settled exclusively by the court of Rio de Janeiro.

NORTH AMERICA

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

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

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 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.

The following is added to this Section: Disputes and differences arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the

rules of the International Chamber of Commerce (ICC). The arbitrator or arbitrators designated in conformity with those rules shall have the power to rule on their own competence and on the validity of the Agreement to submit to arbitration. The arbitration award shall be final and binding for the parties without appeal and the arbitral award shall be in writing and set forth the findings of fact and the conclusions of law.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. 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 before proceeding upon the reference. The third arbitrator shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the ICC. 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.

The English language version of this Agreement prevails over any other language version.

HONG KONG AND MACAU

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.*

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

JAPAN

Governing Law: *The following sentence is added to this Section: Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.*

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.*

PEOPLE'S REPUBLIC OF CHINA (PRC)

Governing Law: *The following replaces this Section: Both you and IBM consent to the application of the laws of the State of New York (except when local law requires otherwise) to govern, interpret, and*

enforce all your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

Any disputes arising from or in connection with this Agreement will first be resolved by friendly negotiations, failing which either of us has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with its arbitration rules in force at the time. The arbitration tribunal will consist of three arbitrators. The language to be used therein will be English and Chinese. An arbitral award will be final and binding on all the parties, and will be enforceable under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

The arbitration fee will be borne by the losing party unless otherwise determined by the arbitral award.

During the course of arbitration, this Agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

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.

Warranty Service: If you purchase 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 purchase 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.

If you purchase an IBM 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 authorized service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM authorized service provider.

Governing Law: The applicable laws that govern, interpret and enforce rights, duties, and obligations of each of us arising from, or relating in any manner to, the subject matter of this Statement, without regard to conflict of laws principles, as well as Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided, except that in 1) Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Hungary, Former Yugoslav Republic of Macedonia, Romania, Slovakia, Slovenia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, the laws of Austria apply; 2) Estonia, Latvia, and Lithuania, the laws of Finland apply; 3) Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Tunisia, this Agreement will be construed and the legal relations between the parties will be determined in accordance with the French laws and all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 4) 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, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe, this Agreement will be governed by English

Law and disputes relating to it will be submitted to the exclusive jurisdiction of the English courts; and 5) in Greece, Israel, Italy, Portugal, and Spain any legal claim arising out of this Statement will be brought before, and finally settled by, the competent court of Athens, Tel Aviv, Milan, Lisbon, and Madrid, respectively.

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

AUSTRIA AND 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 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.

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.

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.

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).*

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 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: 1. *(unchanged)* 2. as to any other actual damage arising in all situations involving nonperformance 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 third 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.*

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 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 shall be limited to damages.

Annexe B. Notices

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IBM
HelpCenter
ScrollPoint

Federal Communications Commission (FCC) statement

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

which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

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

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

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

Responsible party:

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



Tested To Comply
With FCC Standards

FOR HOME OR OFFICE USE

Industry Canada Class B emission compliance statement

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

Avis de conformité à la réglementation d'Industrie Canada

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

European Union EMC Directive conformance statement

This product is in conformity with the protection requirements of EU Council Directive 89/336/EEC on the approximation of the laws of the Member States relating to electromagnetic compatibility. IBM cannot accept responsibility for any failure to satisfy the protection requirements resulting from a nonrecommended 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.



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