

# IBM Multi-Burner Plus User's Guide



# IBM Multi-Burner Plus User's Guide

Note: Before using this information and the product it supports, be sure to read the information under Appendix D, "Service and Support", Appendix E, "IBM Statement of Limited Warranty - Z125-4753-07 - 11/2002", and Appendix F, "Notices".

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# Safety: Read first

Before installing this product, read the Safety Information.

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

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

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

Ennen kuin asennat tämän tuotteen, lue turvaohjeet kohdasta Safety Information.

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

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

Πριν εγκαταστήσετε το προϊόν αυτό, διαβάστε τις πληροφορίες ασφάλειας (safety information).

לפני שתתקינו מוצר זה, קראו את הוראות הבטיחות.

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

Prima di installare questo prodotto, leggere le Informazioni sulla Sicurezza.

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

Пред да се инсталира овој продукт, прочитајте информацијата за безбедност.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

Les sikkerhetsinformasjonen (Safety Information) før du installerer dette produktet.

Przed zainstalowaniem tego produktu, należy zapoznać się z książką "Informacje dotyczące bezpieczeństwa" (Safety Information).

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

Перед установкой продукта прочтите инструкции по технике безопасности.

Pred inštaláciou tohto zariadenia si pečítaje Bezpečnostné predpisy.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto lea la información de seguridad.

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Läs säkerhetsinformationen innan du installerar den här produkten.

安裝本產品之前,請先閱讀「安全資訊」。

## **About this book**

This guide contains information on the IBM<sup>®</sup> Multi-Burner Plus, and is available in the following languages:

- Brazilian Portuguese
- Czechoslovakian
- English
- French
- German
- Italian
- Japanese
- Simplified Chinese
- Slovak
- Spanish
- · Traditional Chinese
- Turkish

The guide is divided into the following parts:

### Chapter 1, "Introduction"

This chapter contains product and software descriptions and installation requirements for the IBM Multi-Burner Plus.

#### Chapter 2, "Installation"

This chapter contains hardware and software installation instructions and operating information for the IBM Multi-Burner Plus.

#### **Appendixes**

The appendixes contain information on

- Product specifications
- Problem solving
- · Customizing the device driver configuration settings
- Help and service
- Warranty and notices

Be sure to retain your proof of purchase. It might be required for warranty service.

# Registering your product

Thank you for purchasing this IBM product. Please take a few moments to register your product and provide us with information that will help IBM to better serve you in the future. Your feedback is valuable to us in developing products and services that are important to you, as well as in developing better ways to communicate with you. Register your product on the IBM Web site at

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

IBM will send you information and updates on your registered product unless you indicate on the Web site questionnaire that you do not want to receive further information.

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# **Chapter 1. Introduction**

This chapter contains product and software descriptions and installation requirements for the IBM Multi-Burner Plus.

## **Product description**

This option package is intended for multimedia applications. The drive comes with a CD containing software for the following operating systems:

- Microsoft® Windows® 2000 Professional
- Microsoft Windows Millennium Edition (Me)
- Microsoft Windows XP

Your option package contains the following:

- User's Guide and Software CD (contains Multi-Burner Plus User's Guide and Software Applications)
- IBM Multi-Burner Plus Drive
- Four mounting screws (M3 x 5-mm, slotted)
- Internal audio "Y" cable
- · IDE cable
- IBM Multi-Burner Plus Quick Start Guide
- Laser Safety Guide

Contact your place of purchase if an item is missing or damaged. Be sure to retain your proof of purchase; it might be required to receive warranty service. See Appendix D, "Service and Support", on page D-1 for technical support information.

Your Multi-Burner Plus is compatible with the DVD Forum DVD-Multi Recorder specification, and can record as well as read DVD-RAM, DVD-RW, and DVD-R (for General, 650 nm) media. Your drive can also record and read the DVD+RW Alliance DVD+RW and DVD+R formats. In addition, your drive can record CD-R, CD-RW, (Standard, High-Speed, and Ultra-Speed) media, and uses buffer underrun prevention technology for reliable CD burning. Your Multi-Burner Plus can read many other formats including DVD Video, Video CD, audio CD, multiple-session, extended architecture (XA) CDs, and Kodak Photo CDs. The Multi-Burner Plus is designed for installation in a computer that uses integrated drive electronics (IDE) or enhanced IDE (EIDE) architecture.

# Software description

Your IBM Multi-Burner Plus User's Guide and Software CD contains the following software:

#### • Intervideo WinDVD Creator Plus

This software enables you to record video files to DVD-RW, DVD-R, DVD+RW, and DVD+R media that can be played in most stand-alone DVD players. You can also use this software to edit and modify your own video assets prior to recording. DVD-RAM recording is also supported.

If you have an analog or IEEE 1394 capture device installed in your computer, you can use this software to record video from a camera.

#### • IBM Drive Letter Access (DLA)

This software enables you to write directly to CD and DVD media using the drive letter as you would if you were writing to a diskette. You can also format DVD-RAM, DVD-RW, DVD-R, DVD+RW, and DVD+R media. With DLA, you can drag-and-drop files, create new directories, or save files from almost any application directly to your Multi-Burner Plus.

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#### UDF reader

This software enables you to install software for reading DVD-RAM, DVD-RW, DVD+RW, and CD-RW media on other computers with DVD drives.

#### IBM Record Now

This software enables you to copy CDs, create audio CDs, create MP3 CDs, and author data CDs. You can also use RecordNow to write data to DVD-RAM, DVD-RW, DVD-R, DVD+RW, and DVD+R discs for use in other computers or compatible consumer electronics products.

#### • IBM Simple Backup

This software enables you to create full or incremental backups of your system files on DVD-RAM, DVD-RW, DVD-R, DVD+RW, DVD+R, CD-R, or CD-RW media, and allows you to restore your computer if it crashes.

#### Intervideo WinDVD

This software enables you to play back DVD videos on your computer or to play video files from your hard disk drive.

**Note:** Some graphics adapters such as the FIREGL, Intergraph, and 3dLabs, do not support DVD video playback.

## Installation requirements

Be sure that your computer meets the following system requirements before installing the drive:

• Minimum microprocessor: Intel<sup>®</sup> Pentium<sup>®</sup> or equivalent

**Note:** For DVD authoring and playback, you must have an Intel Pentium II 266MHz microprocessor or higher and AGP 2X Video.

- Minimum RAM: 32 MB (Systems with UMA: 64 MB)
- Windows 2000 Professional, Windows Me, or Windows XP
- An available 5.25-in. drive bay
- An available parallel IDE connection
- 70 MB available hard disk space for installation, 620 MB available hard disk space for every hour of VCD-quality MPEG-1 video, and 2 GB available hard disk space for every hour of DVD-quality MPEG-2 video
- Screen resolution of at least 1024 x 768 pixels required for DVD authoring functions
- · Audio adapter supporting 44.1 or 48 kHz sampling rate
- Optional stereo speakers

# Before you begin

Before you install the Multi-Burner Plus, read the information in the following sections.

# Handling precautions

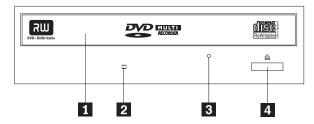
Use the following handling precautions to protect your drive:

- Keep the Multi-Burner Plus in the antistatic bag until you are ready to install the drive. Limit your movement when installing; movement can cause static electricity to build.
- Handle the drive with care. Dropping or jarring the drive can damage the components inside the drive.
- Do not force insertion of the IDE or power cables. Doing so might damage the connector or the drive.

## **Drive controls and connectors**

The following diagrams show the location and functions of the drive controls and connectors.

#### Front view of the drive



### 1 Disc drawer

This drawer is where you load and unload a disc.

## 2 Busy indicator

This light comes on when the drive reads from, writes to, or plays a disc.

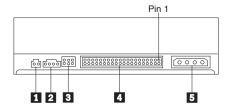
## 3 Emergency eject hole

This hole provides access to the eject mechanism to remove a disc from the drive.

## 4 Open/Close button

This button opens and closes the disc drawer when you push it.

#### Rear view of the drive



## 1 Reserved

## 2 Audio-out connector

This connector transmits the analog audio signals to an audio adapter.

## 3 Configuration pins

These pins are used to set the drive configuration.

# 4 IDE port

This connects the drive to the IDE cable.

## 5 Power connector

This connects the drive to the power cable.

# **Chapter 2. Installation**

This chapter contains hardware and software installation instructions and operating information for the IBM Multi-Burner Plus.

# Installing the drive

Complete the following steps to install the drive:

# Step 1. Opening the computer

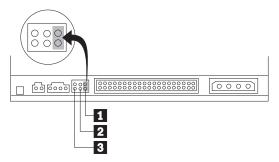
- 1. Turn off the computer and all attached devices.
- 2. Unplug all power cords from the computer and all attached devices.
- 3. Remove the cover from the computer. Refer to your computer documentation for instructions on removing the computer cover.

# Step 2. Unpacking the drive

- 1. Before opening the antistatic bag that the drive is packed in, touch the bag to an unpainted metal surface for at least two seconds. This drains the static electricity from the package and your body.
- 2. Remove the drive from the bag.
  - If you must put the drive down, place the antistatic bag on a flat, padded surface, and place the drive on the antistatic bag.

# Step 3. Setting the configuration jumpers

You can configure your drive as master 1, slave 2, or cable-select 3, by placing the jumper over the configuration pins as shown.



Use the following guidelines to determine the correct configuration for your drive.

- Configure the drive as a master if it will be the only device that is connected to the IDE cable. This is the preset configuration.
- Configure the drive as a slave if it will be the second device on an IDE cable. Be sure to configure the other device as a master. In some cases, a hard disk drive might require a "master with slave present" jumper setting when another device on the same cable is configured as a slave. For more information on setting configuration jumpers on other devices, refer to the documentation that comes with your computer.
- Some computers use special ATA cables with two wires reversed in the device connectors so that the
  drives can be configured by the cable instead of by jumper position. Use the cable-select position only
  for computers that are equipped with these special cables. See the documentation that comes with your
  computer to determine if your ATA adapter requires that you place the jumpers in the cable-select
  position.

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If you place the jumper in the cable-select position, the IDE cable automatically assigns the master and slave settings based on the position of the drive on the cable. You must use the cable-select setting for this cabling system whether the drive is the only device or the second device connected to the cable. The drive closest to the IDE controller is automatically the master drive. Any other devices on the IDE cable must also be set to cable-select.

# Step 4. Mounting the drive in the bay

#### Attention

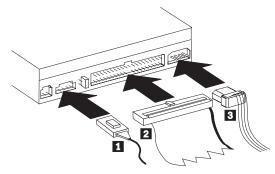
Be sure to use the M3 x 5-mm mounting screws in the option package when securing screws directly into the drive. Using screws that are too long might damage the drive.

You can mount the drive horizontally or vertically in the computer. If you mount the drive vertically, you must secure any discs that you place into the drive before the drive tray is closed, or the drive will not be able to read the disc properly.

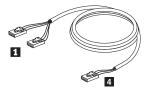
- 1. Slide the drive into the bay. Your computer might have required procedures for installing storage devices. For more information on storage devices, refer to the documentation that comes with your computer.
- 2. Align the drive-bay screw holes with the threaded holes in the drive housing or mounting bracket.
- 3. Thread the screws in loosely to check their position. Two screws are usually used on each side. Verify that the alignment is correct; then tighten the screws to secure the drive. Do not overtighten.

## Step 5. Attaching the cables to the drive

The following diagram shows where to connect the cables to the drive.



The following is an illustration of the internal audio cable that comes with your option package.



Note: Some computers have a smaller connector that is incompatible with the included internal audio cable. If your computer has this kind of connector, you might need to purchase a new audio cable.

- 1. Connect the single-connector end 4 of the included internal audio cable to the appropriate connector on the computer system board.
- 2. Connect one of the dual-connector ends 1 of the included internal audio cable to the audio-out connector on the drive. If you have another optical drive in your computer, you can connect the other dual-connector end to that drive.
- 3. Attach a 40-pin IDE-cable connector 2 to the IDE connector on the drive. Align the cable so that the color-coded edge is closest to the power cable connector 3. Use the IDE cable that is provided with

this option if there is no cable attached to the IDE port or if there is only one device connector on the computer IDE cable. The IDE cable can have up to three connectors. For the best signal quality when you are connecting only one device to the IDE cable, connect one end of the cable to the IDE port, and connect the other end of the cable to the device. Do not use the middle connector.

If you are connecting two devices to the IDE cable, connect one end of the cable to the IDE port, and connect the master and slave devices to the remaining connectors on the other end. Many computers have two cables for attaching up to four ATA devices. For best performance, attach fast devices (hard disk drives) to the cable that is connected to the primary IDE port, and connect the drive or other slower devices (CD-ROM drives, tape drives, diskette drives) to the cable that is connected to the secondary IDE port.

4. Attach a four-pin power cable **3** to the power connector on the drive.

Be sure that the cables will not be pinched or crowded by the computer cover and that all other cable and power connections are secure.

# Step 6. Completing the hardware installation

- 1. Ensure that the drive is securely mounted and that the connectors are firmly attached.
- 2. Ensure that the cables do not interfere with the computer cover, and that they do not block the power-supply fan blades or airflow paths.
- 3. Reinstall the computer cover.
- 4. Reconnect all external devices.
- 5. Reconnect all power cords into the electrical outlets.

## Step 7. Installing the software

All of the software for the drive is contained on the *User's Guide and Software CD*. The *User's Guide and Software CD* contains this User's Guide, IBM RecordNow, IBM Simple Backup, IBM DLA, Intervideo WinDVD and WinDVD Creator Plus. Complete the following procedure to install the software:

- 1. Insert the *User's Guide and Software CD* into the drive. If the CD starts automatically, skip to step 6.
- 2. If the CD does not automatically start, click **Start**, and then click **Run**.
- 3. Type  $e:\$  aunch.bat where e is the drive letter of the CD or DVD drive.
- 4. Click OK.
- 5. Select your language.
- 6. Select the software you want to install.
- 7. Follow the on-screen instructions.
- 8. After the software is installed, restart the computer.
- 9. Repeat for each software application.

**Note:** For full drive functionality, install all software applications listed in the browser window.

# Using the drive

This section contains information on using the Multi-Burner Plus.

# Using recordable media

Your Multi-Burner Plus can record onto the following types of media:

- DVD-RAM: Write many times media that is optimized for data storage. DVD-RAM media can be read in most modern DVD-ROM drives, but cannot be read by some set-top DVD players.
- **DVD-R**: Write once media that has the best compatibility with set-top DVD players and computers. DVD-R media can be read in almost any type of DVD-ROM drive or DVD player.
- DVD-RW: Write many times media that can be read in most set-top DVD players and almost all computers. Some older DVD players might not be able to read this media.
- DVD+R: Write once media that has good compatibility with set-top DVD players and computers. Older DVD players and computer DVD-ROM drives might not be able to read this media.

- DVD+RW: Write many times media that can be read in many set-top DVD players. Older computer DVD-ROM drives and set-top players might not be able to read this media.
- CD-R: Write once media that can be read in most CD and DVD players.
- CD-RW: Write many times media that can be read in many CD and DVD players.

## Using single and double-sided DVD-RAM media

DVD-RAM media is available in single-sided and double-sided versions.

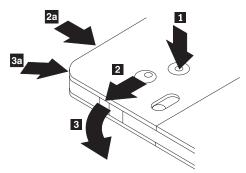
The 2.6 GB and 4.7 GB versions are single-sided. The 9.4 GB versions are double-sided. To access the data on both sides of the media, you must remove the media from the drive, turn it over, and re-insert it into the drive.

# Removing the disc from the cartridge

DVD-RAM media is available in bare-disc or cartridge form. To use cartridge media in your Multi-Burner Plus, you must first remove the disc from the cartridge.

**Note:** Media in Type 1 cartridges is not removable and cannot be used in this drive. All other cartridge types (2-9) are removable and can be used in your Multi-Burner Plus drive.

## Removing the disc from the cartridge



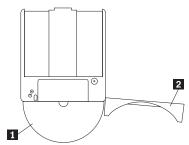
Using the tip of a ball point pen, push and break the lock pin tab 1. To remove the disc, use a ball point pen to push down on the cartridge lid lock 2 and pull the cartridge lid out 3. When the cartridge lid is open, the disc can be removed.

Note: The cartridge lid lock and the cartridge lid tab are located on the side of some cartridges, as shown in 2a and 3a above.

#### Attention

Do not touch the recording area of the disc when handling bare media.

# Returning the disc to the cartridge



To return the disc to the cartridge, align the label side of the disc **1** with the DVD-RAM cartridge label side. Insert the disc and close the cartridge lid **2**. A clicking sound will occur when the lid closed.

## **Precautions for handling**

Be careful when handling the removed disc. Debris, dust particles, fingerprints, smears, or scratches may impair recording and playback of the media. To clean dust or other debris, use a CD Cleaning Kit. Use a soft, dry cloth to clean the disc. Do not use solvents to clean the disc surface. When labeling a disc, write only on the printed label side or the cartridge using a soft felt-tip marker. Keep out of direct sunlight, high temperatures, and humidity. Do not attach labels to either side of the disc.

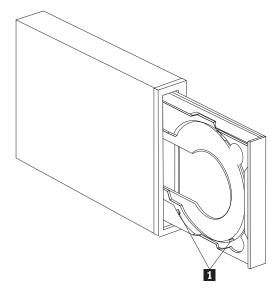
# Using the drive with CDs and DVDs

Complete the following procedure to read a data disc:

- 1. Turn on the computer.
- 2. Press the **Open/Close** button on the front of the drive.
- 3. Insert a disc in the tray with the label facing up.
- 4. Close the tray by pressing the **Open/Close** button or by gently pushing in the loading tray. **Attention:** Do not use force or insert foreign objects to open the loading tray.
- 5. Wait for the drive busy indicator to turn off; then double-click My Computer.
- 6. Double-click the CD-ROM or DVD-RAM/DVD-R/DVD-RW icon.

# Securing a disc in a vertically mounted drive

To load a CD into a vertically mounted CD-RW drive, do the following:



**Note:** Drive CD tray design might be different than shown (varies by supplier).

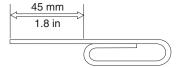
- 1. Press the **Eject/Load** button.
- 2. Insert the CD into the tray, make sure the disc is placed securely behind the vertical mounting tabs 1.
- 3. Close the loading tray by pressing the Eject/Load button, or by gently pushing the tray in.

Note: 8 cm and "credit card CDs" cannot be used in vertically mounted drives without a special adapter.

# Manually ejecting a disc

If you press the **Eject/Load** button and the tray does not slide out, turn off the computer. Straighten a large paper clip to form a tool, as shown in the illustration. The straightened end must extend at least 45 mm (1.8 in.). Insert the extended end into the manual-eject hole on the front of the drive (see "Drive

controls and connectors" on page 1-3). Push the paper clip into the hole until the tray opens. Gently pull out the tray until you can remove the CD.



## Using the DVD Player software

This section describes how to use and customize the DVD Player software. You can find current information on DVD Player software in the readme file on the *User's Guide and Software CD*.

## Before using the software

WinDVD requires a compatible video device driver and IDE bus mastering in order to work. See Appendix C, "Customizing the device driver configuration settings", on page C-1 for information on enabling DMA bus mastering and for locating video device drivers.

# **Using the DVD Player**

When you insert a DVD Video disc into the drive, the DVD Player software will automatically start and begin to play the video disc. If the DVD disc contains both video and program content, the program content will automatically play.

To view the video content of a video/program DVD disc, go to the **Start** menu, **launch WinDVD**, and click **Play**.

With Microsoft Windows XP, you can also play DVD Video content by using the Windows Media Player application.

# Changing the DVD region code

Regionalization and Copy Protection (the DVD region code) uses the content scramble system (CSS) standard to prevent unauthorized duplication of the intellectual property rights distributed on DVDs. It was originally requested by the Motion Picture Association of America (MPAA) to address video piracy, but is applicable to any content. CSS works by inhibiting the transmission of unencrypted data without proper authorization. Playback systems must license CSS to decode the encrypted data.

The CSS specification divides the world into seven unique regions. Content designated for one region cannot be read by playback systems in another region. While CSS is used to prevent digital copies of the DVD content, another technology devised by Macrovision is used to prevent analog copies of the DVD content. The Macrovision standard is a scrambling system widely used by the movie industry to prevent unauthorized duplication of video content using commercial VCRs. DVD playback systems must support both CSS and Macrovision copy protection standards.

The first time that you insert a DVD Video disc into the drive, you will be prompted to set the region. If you relocate to a different region of the world, you can use the DVD Player software to change the region code.

**Note:** You can change the DVD region code only five times. After you make five region code changes, the drive can play only MPEG-2 video titles that are associated with the fifth region code that you set.

To change the region code, do the following:

- 1. Turn on your computer and start your operating system.
- 2. Click Start.

- 3. Select **Programs**.
- 4. Click Intervideo WinDVD.
- 5. Click Intervideo WinDVD.
- 6. Click the **Properties** icon to open the Properties window.
- 7. Click the **General Properties** tab.
- **8**. Insert a single region DVD of the new region.
- 9. Select the correct region code for your country.
- 10. Click OK.

# Using drive letter access (DLA)

Drive Letter Access (DLA) is provided so that you can write data to DVD-RAM, DVD-RW, DVD-R, DVD+RW, DVD+R, CD-R, and CD-RW media. DVD-RAM, DVD-RW, DVD+RW, and CD-RW media can be written to many times, while DVD-R, DVD+R, and CD-R media can only be formatted and written to once.

To format and write to DVD-RAM, DVD-RW, DVD-R, DVD+RW, DVD+R, CD-R, or CD-RW media:

- 1. Insert a disc into the drive.
- 2. Double-click My Computer. Right-click the Multi-Burner Plus drive letter.
- 3. Click **Format**. Formatting a DVD can take up to 90 minutes.
- 4. After formatting is complete, you can drag and drop files to the Multi-Burner Plus drive icon, or you can move files in Windows Explorer.

To make CD-R and DVD-R media compatible in other computers:

- 1. Double-click My Computer. Right-click the Multi-Burner Plus drive letter.
- 2. Click Make Compatible.

To use UDF formatted DVD-RAM, DVD-RW, DVD+RW, or CD-RW media in other computers, a UDF reader is included on the User's Guide and Software CD. To use the UDF reader, follow this procedure:

- 1. Insert the User's Guide and Software CD into the CD or DVD drive of the computer you want to use the UDF formatted discs with.
- 2. Click Start.
- 3. Click Run.
- 4. Type e:\UDF\language where e is the drive letter of the CD or DVD drive, and *language* is your language.
- 5. Click OK.
- 6. Double-click **SETUP.EXE** and follow the on-screen instructions.

Note: The UDF reader is only needed on systems that do not have another DLA program installed.

Note: DVD+R media cannot be appended.

# Using the RecordNow software

RecordNow allows you to record Audio CDs, Data CDs, and copy existing CDs. Detailed information about using RecordNow is included in the RecordNow help. You can access RecordNow help by pressing F1 inside the RecordNow menu.

To start RecordNow in Windows Me or Windows 2000, select Start Programs IBM RecordNow.

To start RecordNow in Windows XP, select Start+All Programs+RecordNow.

Once RecordNow is started, select one of the following three processes:

· Make an exact copy: Select this to back up your own CDs, or make copies of CDs you have previously created. After you select this option, RecordNow will prompt you to insert your disc to be copied, and then will prompt you when to insert a blank disc.

- Make a music disc: Select this option to create an audio CD. The second screen will ask if you want to
  make an audio CD from MP3 and Wave files on your hard disk, or from other audio CDs. There is also
  a selection to make a disc for an MP3 player, which is a specially formatted data disc that can be
  played in stand-alone MP3 players.
- Make a data disc: Select this option to create a disc containing data files from your hard disk. RecordNow will ask whether you want to format the disc for DLA or make a data disc for sharing with others. RecordNow will prompt you to insert a blank disc. Then a screen will appear that will enable you to drag-and-drop files, or browse to find files on your hard disk.
- Once RecordNow is started, you can also perform special operations:
  - Clicking on the **Favorites** button will allow you to load a previously saved audio, data, MP3, or CD image to burn a new copy.
  - Dropping an ISO or GI CD image into the files box for a data CD will record the image file directly onto the CD.
  - To make an ISO image of a CD with RecordNow, select **Copy a CD** and set the destination recorder to record file to hard disk.

**Note:** To limit the recording speed in RecordNow select **Options**, and in the Advanced tab window pick the speed of your choice from the drop down box entitled, "Limit the Maximum recorder speed."

# **Using Intervideo WinDVD Creator Plus**

With Intervideo WinDVD Creator Plus, you can capture, edit, and record video and audio files. You can also use Intervideo WinDVD Creator Plus to create and record DVD videos using your own video and audio files. For more detailed information on Intervideo's WinDVD Creator Plus features, refer to the online WinDVD Creator Plus User's Guide on the *User's Guide and Software CD*.

The main function areas within the WinDVD Creator Plus main window are **Capture**, **Edit**, **Author**, and **Make Movie**. From these functions, you can import and edit your own video and audio files; then save them into any of the following supported formats: MPEG-1, MPEG-2, ASF, WMV, and AVI.

When you have prepared your video and audio files, by going through the **Capture** and **Edit** steps, you can then add a customized menu from within the **Author** function. You can import your own still images to use as menu backgrounds or select one of the sample images. When your movie is ready, proceed to **Make Movie** where you can select the output format and video standard used in creating your movie. Write your movie to disc or save it to the hard disk drive for writing later. If you use WinDVD Creator Plus to create a DVD image on your hard disk drive, you can select **Load Image to Burn** from the Project menu.

WinDVD Creator Plus also offers the capability to record video directly to DVD-recordable media using **Disk Manager** without using any additional space on the hard disk drive. With Disk Manager, you can capture new video or use video files that you already have, and then finish your movie by creating a customized menu. Your movie can be created in +VR or -VR video formats. Through Disk Manager, you can edit your movie at any time, adding or deleting video segments or changing your customized menu.

Note: +/-VR formatted disks have limited compatibility in older set-top DVD players.

# Maintaining the drive

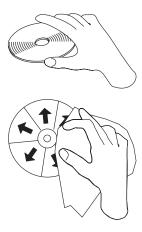
This section includes information on taking care of your drive and the CDs and DVDs that you use with the drive.

# Handling and caring for a disc

Digital discs are high-density media that must be handled with care and kept clean to ensure that they remain readable. The following precautions help to prolong the life of your discs.

#### Attention:

Wiping a disc using a circular motion can damage the disc and cause data loss.



- Handle the disc by the edges or the center hole.
- Do not touch the surface of the disc.
- · Always store discs in their original packaging.
- · Always store discs out of direct sunlight.
- · Always store discs away from direct heat sources.
- · Remove discs from the computer when not in use.
- · Check discs for cracks BEFORE each use.
- Do not force discs into the computer/packaging.
- · Do not bend or flex discs.
- Do not write on the surface of the disc.
- Do not use commercial cleaners to clean the disc.

IMPORTANT: Do not use discs that are cracked.

# Caring for the drive

To protect your drive during operation, observe the following precautions:

- Do not move the drive when it is in use. Doing so might cause data error or damage the drive or media.
- Avoid exposing the drive to the following conditions:
  - High humidity
  - High temperature
  - Excessive dust
  - Mechanical vibration
  - Sudden shock or dropping
  - Placement on an inclined surface
  - Direct sunlight
  - Sudden temperature changes
- · Do not insert foreign objects into the drive.
- Do not stack objects on the drive.
- Do not remove the drive cover or attempt to service the drive.

· Do not move the drive unit without removing any discs from the disc drawer and making sure that the drawer is closed.

Keep the original packing materials. If you need to ship the drive unit to a different location, use the original packing materials to ensure that the drive is transported safely.

# Appendix A. Product specifications

This appendix includes the following information:

- Physical specifications
- Power requirements
- Environmental requirements
- · Read speeds
- Write speeds

### Physical specifications

The physical specifications<sup>1</sup> of the drive are listed in the following table.

Physical specification	
Height	42 mm (1.7 in.)
Width	148 mm (5.8 in.)
Length	190 mm (7.5 in.)
Weight	920 g (2.0 lb.)

#### Power requirements

The following table lists the power specifications by voltage level for the drive. The power specifications are measured at the drive power connector and are nominal values.

Power specifications	Voltage	Average	Maximum
At voltage	5V dc	800 mA	1.5 A
At voltage	12V dc	600 mA	1.8 A

#### **Environmental requirements**

Specification	Operational	Nonoperational
Temperature	+5° C to +45° C	-30° C to +60° C
	(+41° F to +113° F)	(-22° F to 140° F)
Relative humidity (noncondensing)	15% to 85%	10% to 90%

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<sup>1.</sup> Product-description data represents IBM's design objectives and is provided for comparative purposes; actual results might vary based on a variety of factors. This product data does not constitute a warranty. Data is subject to change without notice.

## Read speeds

Media	Read Speed
DVD-ROM (single layer)	6.9 - 16.2 MB/s (12X max.)
DVD-ROM (dual layer)	4.6 - 11.0 MB/s (8X max.)
DVD-R (4.7 GB)	4.6 - 11.0 MB/s (8X max.)
DVD+R (4.7 GB)	4.6 - 11.0 MB/s (8X max.)
DVD-RW (4.7 GB)	4.6 - 11.0 MB/s (8X max.)
DVD+RW (4.7 GB)	4.6 - 11.0 MB/s (8X max.)
DVD-RAM (Version 2.1, 4.7/9.4 GB, 3X media)	4.2 MB/s (3X ZCLV)
DVD-RAM (Version 1.0, 2.6 GB media)	2.8 MB/s (2X ZCLV)
CD-ROM	2.1 - 4.8 MB/s (32X max.)
CD-R	2.1 - 4.8 MB/s (32X max.)
CD-RW	1.5 - 3.6 MB/s (24X max.)
CD-DA (DAE)	1.5 - 3.6 MB/s (24X max.)

## Write speeds

Media	Write speeds
DVD-R (Version 2.0 for General, 650 nm, 4X media)	5.5 MB/s (4X CLV)
DVD+R (4X media)	5.5 MB/s (4X CLV)
DVD-RW (Version 1.1)	2.8 MB/s (2X CLV)
DVD+RW	3.3 MB/s (2.4X CLV)
DVD-RAM (Version 2.1, 4.7/9.4 GB, 3X media, verify off)	4.2 MB/s (3X ZCLV)
CD-R (24X media)	1.8 - 3.6 MB/s (24X ZCLV)
CD-RW (Ultra-Speed media)	1.8 - 2.4 MB/s (16X ZCLV)

Note: 1X DVD = 1.385 MB/s; 1 MB/s =  $10^6$  bytes per second 1X CD = 150 KB/s; 1 KB/s =  $2^{10}$  bytes per second 1 MB =  $2^{20}$  bytes; 1 KB =  $2^{10}$  bytes

# Appendix B. Problem solving

Computer problems can be caused by hardware, software, or human error. Using the information in this section, you might be able to solve problems yourself or gather helpful information to 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 descriptions that might fit your situation.

- Your computer or drive does not operate correctly, or the busy indicator light does not turn on. Take the following actions:
  - 1. Check that the disc is label side up in the drive.
  - 2. Check that all devices are properly connected to the computer and to an 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 it for bent or misaligned pins. If you do not find any, reconnect the cable.
  - 5. Replace the computer cover, and reattach all cables and power cords. Turn on the computer, restart the operating system, and press 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.
  - 6. 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 drive. See "Step 5. Attaching the cables to the drive" on page 2-2.
  - 7. Check the drive and any other device on the IDE cable for the proper settings. See "Step 3. Setting the configuration jumpers" on page 2-1.
  - 8. Do the following:
    - 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 drive to the middle connector.
- You cannot access the drive, or the DVD-RAM (CD-ROM) icon is not displayed.

When the drive is properly installed a DVD-RAM 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 2-1. Restart your computer. If a drive icon is still not found, continue with the following steps:

- 1. Click Start.
- 2. Select **Settings**.
- 3. Select Control Panel.
- 4. Click System.
- 5. Click the **Device Manager** tab.
- 6. Double-click View Devices by Type.
- 7. 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.

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- 8. 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.
- 9. Click **OK**.
- 10. 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 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 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 drive after the device drivers are loaded.

Check for incompatibilities among the Multi-Burner Plus 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.

- 1. 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 from the system diskette).
- 6. Observe the startup messages and ensure that the device driver IBMIDECD.SYS loads. When MSCDEX loads, observe the drive letter that the computer assigns to the Multi-Burner Plus.
- 7. 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 Multi-Burner Plus drive letter 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.
- 9. 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 Multi-Burner Plus.
- 11. Configure the Multi-Burner Plus as a master and connect it to the last IDE connector on the primary IDE port.
- 12. 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 Multi-Burner Plus.

- 14. Restart the computer.
- 15. Attempt to read the disc by typing dir C: (the Multi-Burner Plus 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 Multi-Burner Plus still does not read the data disc, the Multi-Burner Plus might be defective. Go to Appendix D, "Service and Support", on page D-1.

#### • The disc cannot be read.

Take the following actions:

- 1. The disc might be dirty; clean it as described in "Handling and caring for a disc" on page 2-8.
- 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 audio-adapter volume control. See the documentation that comes with your audio adapter and audio-CD player program.
- 3. 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 Multi-Burner Plus with the sound adapter.

#### · You receive an error message.

Take the following actions for these common error messages:

- CDR-103

The disc in the Multi-Burner Plus is not High Sierra, ISO 9660, or UDF format. The Multi-Burner Plus does not support the media.

- CDR-101

A "not ready reading the drive" situation occurs when you try to access the Multi-Burner Plus 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 Multi-Burner Plus. If you are using an IBM computer or IBM audio adapter, refer to Appendix D, "Service and Support", on page D-1.

• The Multi-Burner Plus does not operate and will not allow the disc to eject.

You will need to manually eject the disc. Refer to "Manually ejecting a disc" on page 2-5.

- · Your Multi-Burner Plus showed up in My Computer until you added additional software, but is no longer in My Computer
  - 1. Uninstall all CD recording related software, including Windows Media Player.
  - 2. Delete the registry value found at HKEY LOCAL MACHINE\SYSTEM\CurrentControl\Class\{4D36E965-E325-11CE-BFC1-08002BE10318} name "LowerFilters" and reboot the system.
  - 3. Reinstall all CD related software, with Media Player 9.

# Appendix C. Customizing the device driver configuration settings

Microsoft Windows Me and Windows 2000 Professional have two device-driver configuration parameters: Auto Insert Notify and DMA.

The Auto Insert Notify parameter enables the computer to start playing or accessing the disc automatically after being inserted in the drive. The DMA parameter improves the computer performance by having the computer DMA controller handle data transfers from the CD to memory, freeing the computer's microprocessor to perform more important tasks. For example, activating DMA might make movies and games run more smoothly because the microprocessor is allocating more processing time to video.

## **Enabling DMA for Windows Me**

To change the DMA parameter settings in Windows Me, do the following:

- 1. Click Start
- 2. Click Settings
- 3. Click Control Panel.
- 4. Click View all control panel options.
- 5. Double-click **System**.
- 6. Click the Device Manager tab.
- 7. Double-click CD-ROM.
- 8. Click on the drive that you want to modify.
- 9. Click the **Settings** tab.
- 10. Click to select the DMA check box.
- 11. Click OK.

# **Enabling DMA for Windows 2000 Professional**

To change the parameter settings for Windows 2000 Professional, do the following:

- 1. Click Start
- 2. Click Settings.
- 3. Click Control Panel.
- 4. Double-click System.
- 5. Click the **Hardware** tab.
- 6. Click the **Device Manager** button.
- 7. Click the IDE ATA/ATAPI controller to expand the tree.
- 8. Click the device that corresponds to the controller where your Multi-Burner Plus is located (**Primary IDE** or **Secondary IDE**).
- 9. Click the **Advanced Settings** tab.
- 10. Select the Transfer Mode pull-down menu and select DMA if available.
- 11. Click OK.
- 12. Click **Close** to close the **System Properties** window. A message is displayed informing you that the system settings have changed.
- **13**. Click **OK** to restart your computer.

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# **Enabling DMA for Windows XP**

To change the DMA parameter setting from the Windows XP desktop, do the following:

- 1. Click Start
- 2. Click Control Panel.
- 3. Click Switch to classic view.
- 4. Double-click System.
- 5. Click the **Hardware** tab.
- 6. Click the **Device Manager** button.
- 7. Click the IDE ATA/ATAPI controller to expand the tree.
- 8. Double-click on the controller where your Multi-Burner Plus is located (Primary IDE or Secondary IDE).
- 9. Click the **Advanced Settings** tab.
- 10. Select the appropriate Transfer Mode pull-down that corresponds to the Multi-Burner location, (**Device 0** for Master, **Device 1** for Slave)
- 11. Select **DMA** if it is available.
- 12. Click OK.

# Appendix D. 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<sup>®</sup> 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	New Zealand	0800-446-149
	French 02-210-9800		

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Country or Region	Telephone Number	Country or Region	Telephone Number
Bolivia	0800-0189	Norway	66 81 11 00
Brazil	55-11-3889-8986	Peru	0-800-50-866
Canada	1-800-565-3344	Philippines	632-995-2225
	Toronto 416-383-3344		
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	Venezuela	0-800-100-2011
	Business customers 0120-887-874		
Luxembourg	298-977 5063	Vietnam	848-8295-160

# Appendix E. 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.

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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. 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

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

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 ther 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.

#### IBM Multi-Burner Plus

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 Service<sup>1</sup>

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

# 4. Customer Carry-In or Mail-In Service

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

The IBM Machine Warranty worldwide web site at

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

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

<sup>1.</sup> This type of service is called ThinkPad® EasyServ or EasyServ in some countries.

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.

0-666-0011 0-130-426 0-4592-5901 ch 02-210-9820	Malaysia Mexico Netherlands	03-7727-7800 001-866-434-2080 020-514-5770	
4592-5901			
	Netherlands	020 514 5770	
ch 02-210-9820		020-314-3770	
	New Zealand	0800-446-149	
nch 02-210-9800			
)-0189	Norway	66 81 11 00	
1-3889-8986	Peru	0-800-50-866	
0-565-3344	Philippines	632-995-2225	
onto 416-383-3344			
224-488	Portugal	21-791 51 47	
810-1818	Russia	095-940-2000	
2825-7799	Singapore	1800-840-9911	
912-3021	Spain	91-662 49 16	
0 82 00	Sweden	08-477 4420	
0-426911 (option #4)	Switzerland	058-333-09-00	
59 69 60	Taiwan	886-2-2725-9799	
8 55 74 50	Thailand	66-2-273-4000	
32-1549 201	Turkey	00-800-446-32-041	
523-8535	United Kingdom	0-1475-555 055	
15-9202	United States	1-800-426-7378	
031-6101	Uruguay	000-411-005-6649	
sumer customers 0-887-870	Venezuela	0-800-100-2011	
iness customers 0-887-874			
977 5063	Vietnam	848-8295-160	
	nch 02-210-9800 0-0189 1-3889-8986 0-565-3344 onto 416-383-3344 224-488 810-1818 2825-7799 912-3021 0 82 00 0-426911 (option #4) 59 69 60 8 55 74 50 32-1549 201 523-8535 15-9202 031-6101 sumer customers 0-887-870 iness customers 0-887-874	Norway	

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# **Electronic emissions notices**

IBM Multi-Burner Plus

# 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:

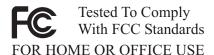
- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult an IBM authorized dealer or service representative for help.

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

# Deutsche EMV-Direktive (electromagnetische Verträglichkeit)

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

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

IBM Deutschland Informationssysteme GmbH, 70548 Stuttgart.

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

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

#### EN 55022 Hinweis:

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

#### Anmerkung:

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

# European Union - emission directive

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

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

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

# Union Européenne - Directive Conformité électromagnétique

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

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

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

#### Unione Europea - Directiva EMC (Conformidad 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 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 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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