

# IBM 11a Wireless LAN CardBus Adapter

Quick Start Guide





### **Contents**

IBM 11a Wireless LAN CardBus Adapter						. 1-1
Package contents						. 1-1
Requirements						. 1-1
Registering your option						. 1-2
Product overview and installation						. 2-1
Product overview						
Installing the IBM 11a Wireless LAN Card						
Manually installing the Wireless CardBus						
Uninstalling the Adapter						
Using the adapter						
Installing and using the Intel Wireless LAN						
Uninstalling the Intel Wireless LAN Mana						
Appendix A. Warranty information						. A-1
Warranty period						
Service and support						
IBM Statement of Limited Warranty Z125-						
Service and support						
IBM Statement of Limited Warranty Z125-						
Appendix B. Notices						R-1
Trademarks						
Electronic emission notices						
Wireless notices						
vviieless flutices						. D-4

### IBM 11a Wireless LAN CardBus Adapter

This manual contains instructions for installing and using the IBM® 11a Wireless LAN CardBus Adapter. This manual is divided into the following parts:

#### Part I: Installation

This section provides a product description, installation, and operating instructions in the following languages:

- English
- Japanese

### Part 2: Appendixes

This section contains troubleshooting information, warranty information, and legal notices.

### Package contents

Your Option package contains the following:

- IBM 11a Wireless LAN CardBus Adapter
- CD containing drivers, the Intel<sup>®</sup> Wireless LAN Manager Utility and the User's Guide
- Quick Start Guide (this publication)

### Requirements

Installation in a mobile computer requires the following minimum configuration:

- 233 MHZ Pentium II microprocessor
- 64 MB RAM
- · CD-ROM drive
- Video adapter capable of displaying 256 colors
- One of the following operating systems:
  - Microsoft Windows 2000 Professional
  - Microsoft Windows XP
- · Type II PC CardBus slot
- Available interrupt request line (IRQ)
- An available input/output (I/O) port address

### Registering your option

Thank you for purchasing OPTIONS by IBM. 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 option 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.

### Product overview and installation

This chapter contains information on the features and installation of the IBM® 11a Wireless LAN CardBus Adapter.

### **Product overview**

Adapter features include:

- IEEE 802.11 specification compatibility. This open architecture requires that IBM 11a Wireless LAN CardBus Adapters communicate with other wireless devices that comply with the IEEE 802.11a standard.
- Up to 54 Megabits per second (Mbps) data rate for high-capacity, fast operation.
- Driver support for
  - Microsoft<sup>®</sup> Windows<sup>®</sup> XP
  - Microsoft Windows 2000 Professional
- 128, 64, and 0 bit Wired Equivalent Privacy (WEP) data security and VPN compatibility.
- Operation in 5 GHz UNII spectrum prevents interference from cordless phones, microwaves, or Bluetooth<sup>®</sup> or 802.11b devices.
- 802.1x authentication compatibility for Microsoft Windows XP operating system.

The adapter can only be installed in a PC Card slot in a suitably equipped computer. The adapter contains a built-in radio antenna that protrudes when inserted into the slot.

The IBM 11a Wireless LAN CardBus Adapter allows Personal Computer Memory Card International Association (PCMCIA) 3.3-volt Type II PC CardBus slot-equipped computers to configure, connect to and establish a wireless network.

### Installing the IBM 11a Wireless LAN CardBus Adapter

**Note:** To verify if newer versions of this installation software are available, visit the IBM Web Site at http://www.ibm.com/pc/support for the latest software and documentation.

You can perform an install in one of two ways:

- · Automatic install
- Manual install

### Automatically installing the wireless cardbus adapter

The automatic installation process includes installing the device drivers for your operating system and the Wireless LAN Manager Utility. To perform an automatic installation, do the following from the computer desktop:

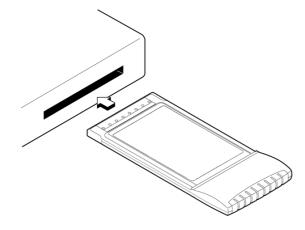
- 1. Insert the Installation CD into the CD-ROM drive.
- 2. Click Start →Run.
- 3. In the Open field, type d:\setup\setup.exe /s /flsetup.iss, where d: is the CD-ROM drive.
- 4. Following the instructions on the screen.
- 5. Insert the PC CardBus Adapter into the PC CardBus slot on your computer as shown in the illustrations below.
- 6. Restart the computer after the installation completes.

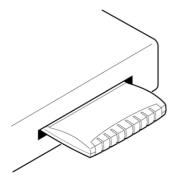
Note: After restarting your computer, you will be required to configure your adapter. For more information, See "Chapter 4. Configuring the adapter" in the User's Guide on the installation CD.

### Manually installing the wireless cardbus adapter

To install the IBM 11a Wireless LAN CardBus Adapter, do the following:

- 1. Turn on the computer and wait for the operating system to start.
- 2. Insert the IBM 11a Wireless CardBus Adapter into the PC Card slot on your computer as shown in the following illustrations.





3. Follow the instructions in "Manually installing the Wireless CardBus Adapter" for your operation system.

### Manually installing the Wireless CardBus Adapter

This section contains instructions for manually installing the device drivers for Microsoft Windows XP, and Microsoft Windows 2000 Professional.

### Microsoft Windows 2000 Professional

To install the IBM 11a Wireless LAN CardBus Adapter, do the following:

- 1. Click Next in the Found New Hardware Wizard window.
- Verify that Search for a suitable driver for my device (recommended) is selected.
- 3. Insert the Installation CD into your CD-ROM drive.
- 4. Select the CD-ROM drive and click Next.
- 5. Click **Next** after the device driver is located.
- 6. In the Adapter Properties window, click **OK** to use the default profile and continue with the installation.

Note: You can customize the adapter configuration after the Wireless LAN Manager is installed. If you wish to configure the adapter at this point, Click the **Settings** tab and type in an SSID for your wireless network. Set up security and other parameters if required. See Chapter 4., "Configuring the adapter" in the User's Guide on the installation CD for more detailed information.

- 7. Click Finish in the Add New Hardware window.
- 8. Continue with "Installing and using the Intel Wireless LAN Manager Utility" on page 2-5.

### Microsoft Windows XP

To install the IBM 11a Wireless LAN CardBus Adapter, do the following:

- From the Found New Hardware Wizard window, insert the Installation CD into your CD-ROM drive. The files are copied to your hard disk drive. If a Windows logo testing window opens, click Continue Anyway.
- 2. In the Adapter Properties window, click **OK** to use the default profile and continue with the installation.

**Note:** You can customize the adapter configuration after the Wireless LAN Manager is installed. If you wish to configure the adapter at this point, Click the **Settings** tab and type an SSID for your wireless network. Set up security and other parameters if required. See Chapter 4., "Configuring the adapter" in the User's Guide on the installation CD for more detailed information.

- 3. Click Finish in the Add New Hardware window.
- 4. Continue with "Installing and using the Intel Wireless LAN Manager Utility" on page 2-5.

### **Uninstalling the Adapter**

Refer to the heading for your operating system for instructions to uninstall the adapter and drivers.

### Windows 2000 Professional and Windows XP

To uninstall the adapter, do the following:

- From the computer desktop, right-click the My Computer icon and select Manage.
- 2. Select **Device Manager** from the list on the left.
- 3. Expand the Network Adapters item in the right side of the dialog box.
- 4. Right-click Intel/PRO 5000 LAN CardBus Adapter and select Uninstall.

### Using the adapter

When the adapter is associated with an access point or other computer, the LED indicator on the adapter flashes steadily. When the adapter is sending or receiving information, the light flashes quickly. See the following table for more information on the LED indicator.

LED	Function			
Green	ON - the adapter is connected to another wireless device			
	OFF - the adapter is not connected to another wireless device			
Yellow	Fast blink - data is being transmitted and received			
	Slow blink - no data is being transferred			

To see if the adapter is installed correctly, try navigating to a popular Web Site such as www.ibm.com. If the browser reports an error, try any of the troubleshooting tips below.

- If you do not have an Internet connection, try pinging a device on the network. If you are unfamiliar with how to ping devices, contact your network administrator.
- With the exception of a wired network connection, the IBM 11a Wireless LAN CardBus Adapter is similar to a mobile-wired adapter. In addition to standard troubleshooting techniques for wired network adapters, try the following troubleshooting tips.
- Be certain the Network Name (SSID) of all access points and adapters match.
- With the exception of a wired network connection, the IBM 11a Wireless LAN CardBus Adapter is similar to a mobile-wired adapter. In addition to standard troubleshooting techniques for wired network adapters, try the following:
  - Be certain the Network Name (SSID) of all access points and adapters match.
  - If you are using WEP encryption, both the adapter and the access point
    must have the same level of encryption enabled and use the same
    encryption key. Also, the four possible key entries selected must be the
    same.

### Installing and using the Intel Wireless LAN Manager Utility

To install the utility, do the following:

- 1. From the desktop, click **Start → Run**.
- 2. In the Open: field, type d:\setup\setup.exe, where d is the CD-ROM drive.
- 3. Follow the on-screen installation instructions.
- 4. Restart the computer.
- 5. To start the Intel Wireless LAN Manager Utility, use one of the following methods:
  - Click Start → Programs → Intel Wireless LAN → Wireless LAN Manager Utility.
  - Double-click the green icon in the system tray.



### Uninstalling the Intel Wireless LAN Manager Utility

To remove the utility, do the following:

- 1. From the computer desktop, click **Start Settings Control Panel**.
- 2. Double-click Add/Remove Programs.
- 3. Find Intel Wireless LAN Manager Utility
- 4. Click Install/Uninstall or Change/Remove.

### Appendix A. Warranty information

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

### Warranty period

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

Machine - IBM 11a Wireless LAN CardBus Adapter

Warranty period - Three years

### Service and support

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

### Warranty information on the World Wide Web

The IBM Machine Warranties Web site at

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

### Online technical support

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

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

### Telephone technical support

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

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

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

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

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

Support 24 hours a day, 7 days a week	
Canada (Toronto only)	416-383-3344
Canada (all other)	1-800-565-3344
U.S.A. and Puerto Rico	1-800-772-2227
All other countries and regions	Go to http://www.ibm.com/pc/support/, and click <b>Support Phone List</b> .

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

### Part 1 - General Terms

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

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

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

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

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

**Items Not Covered by Warranty:** IBM does not warrant uninterrupted or error-free operation of a Machine. Any technical or other support provided for a Machine under warranty, such as assistance via telephone with "how-to" questions and those regarding Machine set-up and installation, will be provided **WITHOUT WARRANTIES OF ANY KIND.** 

**Warranty Service:** To obtain warranty service for a Machine, contact IBM or your reseller. If you do not register your Machine with IBM, you may be required to present proof of purchase.

During the warranty period, IBM or your reseller, if approved by IBM to provide warranty service, provides without charge certain types of repair and exchange service to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. At its discretion, IBM or your reseller will 1) either repair or exchange the failing Machine and 2) provide the service either at your location or a service center. IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Some parts of IBM Machines are designated as Customer Replaceable Units (called "CRUs"), e.g., keyboards, memory, or hard disk drives. IBM ships CRUs to you for replacement by you. You must return all defective CRUs to IBM within 30 days of your receipt of the replacement CRU. You are responsible for downloading designated Machine Code and Licensed Internal Code updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

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

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

You also agree to

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;

- 2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
- 3. where applicable, before service is provided:
  - a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides;
  - b. secure all programs, data, and funds contained in a Machine;
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations; and
  - d. inform IBM or your reseller of changes in a Machine's location.

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

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

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

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

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

UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### Governing Law

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

### Part 2 - Country-unique Terms

### **AMERICAS**

#### BRAZII.

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

### **NORTH AMERICA**

**Warranty Service:** *The following is added to this Section:* To obtain warranty service from IBM in Canada or the United States, call 1-800-IBM-SERV (426-7378).

#### **CANADA**

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

#### UNITED STATES

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

### ASIA PACIFIC

### **AUSTRALIA**

**The IBM Warranty for Machines:** *The following paragraph is added to this Section:* The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.

**Limitation of Liability:** *The following is added to this Section:* Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM's liability is limited to the repair or replacement

of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

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

### CAMBODIA, LAOS, AND VIETNAM

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

The following is added to this Section: Disputes and differences arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the rules of the International Chamber of Commerce (ICC). The arbitrator or arbitrators designated in conformity with those rules shall have the power to rule on their own competence and on the validity of the Agreement to submit to arbitration. The arbitration award shall be final and binding for the parties without appeal and the arbitral award shall be in writing and set forth the findings of fact and the conclusions of law.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator.

The two arbitrators appointed by the parties shall appoint a third arbitrator before proceeding upon the reference. The third arbitrator shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the ICC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

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

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

### HONG KONG AND MACAU

**Governing Law:** The following replaces "laws of the country in which you acquired the Machine" in the first sentence: laws of Hong Kong Special Administrative Region.

#### **INDIA**

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

- 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;
- as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Limited Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

### **JAPAN**

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

### **NEW ZEALAND**

The IBM Warranty for Machines: The following paragraph is added to this Section: The warranties specified in this Section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if you require the goods for the purposes of a business as defined in that Act.

**Limitation of Liability:** *The following is added to this Section:* Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

### PEOPLE'S REPUBLIC OF CHINA (PRC)

**Governing Law:** *The following replaces this Section:* Both you and IBM consent to the application of the laws of the State of New York (except when local law requires otherwise) to govern, interpret, and enforce all your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

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

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

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

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

THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES: The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

Warranty Service: If you purchase an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or United Kingdom, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM. If you purchase an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

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

**Governing Law:** The applicable laws that govern, interpret and enforce rights, duties, and obligations of each of us arising from, or relating in any manner to,

the subject matter of this Statement, without regard to conflict of laws principles, as well as Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided, except that in 1) Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Hungary, Former Yugoslav Republic of Macedonia, Romania, Slovakia, Slovenia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, the laws of Austria apply; 2) Estonia, Latvia, and Lithuania, the laws of Finland apply; 3) Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Tunisia, this Agreement will be construed and the legal relations between the parties will be determined in accordance with the French laws and all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 4) Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe, this Agreement will be governed by English Law and disputes relating to it will be submitted to the exclusive jurisdiction of the English courts; and 5) in Greece, Israel, Italy, Portugal, and Spain any legal claim arising out of this Statement will be brought before, and finally settled by, the competent court of Athens, Tel Aviv, Milan, Lisbon, and Madrid, respectively.

#### THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

### **AUSTRIA AND GERMANY**

**The IBM Warranty for Machines:** *The following replaces the first sentence of the first paragraph of this Section:* The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this Section:

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

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

**Warranty Service:** *The following is added to this Section:* During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

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

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

#### **EGYPT**

**Limitation of Liability:** The following replaces item 2 in this Section: as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code.

Applicability of suppliers and resellers (unchanged).

### **FRANCE**

**Limitation of Liability:** The following replaces the second sentence of the first paragraph of this Section:In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: (items 1 and 2 unchanged).

#### **IRELAND**

**Extent of Warranty:** *The following is added to this Section:* Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

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

Applicability of suppliers and resellers (unchanged).

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

#### ITALY

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

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

### SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

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

#### UNITED KINGDOM

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

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

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

Applicability of suppliers and resellers (unchanged).

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

### Service and support

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

### Warranty information on the World Wide Web

The IBM Machine Warranties Web site at

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

### Online technical support

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

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

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

### Telephone technical support

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

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

- · Option name
- Option number
- Proof of purchase
- Computer manufacturer, model, serial number (if IBM), and manual
- Exact wording of the error message (if any)

- · Description of the problem
- · Hardware and software configuration information for your system

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

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

Support 24 hours a day, 7 days a week	
Canada (Toronto only)	416-383-3344
Canada (all other)	1-800-565-3344
U.S.A. and Puerto Rico	1-800-772-2227
All other countries and regions	Go to http://www.ibm.com/pc/support/, and click <b>Support Phone List</b> .

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

### Part 1 - General Terms

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

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

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

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

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

**Items Not Covered by Warranty:** IBM does not warrant uninterrupted or error-free operation of a Machine. Any technical or other support provided for a Machine under warranty, such as assistance via telephone with "how-to" questions and those regarding Machine set-up and installation, will be provided WITHOUT WARRANTIES OF ANY KIND.

**Warranty Service:** To obtain warranty service for a Machine, contact IBM or your reseller. If you do not register your Machine with IBM, you may be required to present proof of purchase.

During the warranty period, IBM or your reseller, if approved by IBM to provide warranty service, provides without charge certain types of repair and exchange service to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. At its discretion, IBM or your reseller will 1) either repair or exchange the failing Machine and 2) provide the service either at your location or a service center. IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Some parts of IBM Machines are designated as Customer Replaceable Units (called "CRUs"), e.g., keyboards, memory, or hard disk drives. IBM ships CRUs to you for replacement by you. You must return all defective CRUs to IBM within 30 days of your receipt of the replacement CRU. You are responsible for downloading designated Machine Code and Licensed Internal Code updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

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

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

You also agree to

1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;

- 2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
- 3. where applicable, before service is provided:
  - a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides;
  - b. secure all programs, data, and funds contained in a Machine;
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations; and
  - d. inform IBM or your reseller of changes in a Machine's location.

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

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

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

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

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

UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST SAVINGS, EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### Governing Law

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

### Part 2 - Country-unique Terms

### **AMERICAS**

#### BRAZII.

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

### **NORTH AMERICA**

**Warranty Service:** *The following is added to this Section:* To obtain warranty service from IBM in Canada or the United States, call 1-800-IBM-SERV (426-7378).

#### **CANADA**

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

### **UNITED STATES**

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

### ASIA PACIFIC

### **AUSTRALIA**

The IBM Warranty for Machines: *The following paragraph is added to this Section:* The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.

**Limitation of Liability:** *The following is added to this Section:* Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM's liability is limited to the repair or replacement

of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

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

### CAMBODIA, LAOS, AND VIETNAM

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

The following is added to this Section: Disputes and differences arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Singapore in accordance with the rules of the International Chamber of Commerce (ICC). The arbitrator or arbitrators designated in conformity with those rules shall have the power to rule on their own competence and on the validity of the Agreement to submit to arbitration. The arbitration award shall be final and binding for the parties without appeal and the arbitral award shall be in writing and set forth the findings of fact and the conclusions of law.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator.

The two arbitrators appointed by the parties shall appoint a third arbitrator before proceeding upon the reference. The third arbitrator shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the ICC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

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

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

### HONG KONG AND MACAU

**Governing Law:** The following replaces "laws of the country in which you acquired the Machine" in the first sentence: laws of Hong Kong Special Administrative Region.

#### **INDIA**

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

- 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;
- as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Limited Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

### **JAPAN**

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

### **NEW ZEALAND**

The IBM Warranty for Machines: The following paragraph is added to this Section: The warranties specified in this Section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if you require the goods for the purposes of a business as defined in that Act.

**Limitation of Liability:** *The following is added to this Section:* Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

### PEOPLE'S REPUBLIC OF CHINA (PRC)

**Governing Law:** *The following replaces this Section:* Both you and IBM consent to the application of the laws of the State of New York (except when local law requires otherwise) to govern, interpret, and enforce all your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

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

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

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

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

THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES: The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

Warranty Service: If you purchase an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or United Kingdom, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM. If you purchase an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

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

**Governing Law:** The applicable laws that govern, interpret and enforce rights, duties, and obligations of each of us arising from, or relating in any manner to,

the subject matter of this Statement, without regard to conflict of laws principles, as well as Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided, except that in 1) Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Hungary, Former Yugoslav Republic of Macedonia, Romania, Slovakia, Slovenia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, the laws of Austria apply; 2) Estonia, Latvia, and Lithuania, the laws of Finland apply; 3) Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Tunisia, this Agreement will be construed and the legal relations between the parties will be determined in accordance with the French laws and all disputes arising out of this Agreement or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 4) Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe, this Agreement will be governed by English Law and disputes relating to it will be submitted to the exclusive jurisdiction of the English courts; and 5) in Greece, Israel, Italy, Portugal, and Spain any legal claim arising out of this Statement will be brought before, and finally settled by, the competent court of Athens, Tel Aviv, Milan, Lisbon, and Madrid, respectively.

#### THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

### **AUSTRIA AND GERMANY**

**The IBM Warranty for Machines:** *The following replaces the first sentence of the first paragraph of this Section:* The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this Section:

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

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

**Warranty Service:** *The following is added to this Section:* During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

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

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

#### **EGYPT**

**Limitation of Liability:** The following replaces item 2 in this Section: as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code.

Applicability of suppliers and resellers (unchanged).

### **FRANCE**

**Limitation of Liability:** The following replaces the second sentence of the first paragraph of this Section:In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: (items 1 and 2 unchanged).

#### **IRELAND**

**Extent of Warranty:** *The following is added to this Section:* Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

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

Applicability of suppliers and resellers (unchanged).

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

#### ITALY

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

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

### SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

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

#### UNITED KINGDOM

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

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

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

Applicability of suppliers and resellers (unchanged).

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

### **Appendix B. Notices**

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

IBM may have patents or pending patent applications covering subject matter described in this document. The furnishing of this document does not give you any license to these patents. You can send license inquiries, in writing, to:

IBM Director of Licensing IBM Corporation North Castle Drive Armonk, NY 10504-1785 U.S.A.

The following paragraph does not apply to the United Kingdom or any country where such provisions are inconsistent with local law: INTERNATIONAL BUSINESS MACHINES CORPORATION PROVIDES THIS PUBLICATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow disclaimer of express or implied warranties in certain transactions, therefore, this statement may not apply to you.

This information could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein; these changes will be incorporated in new editions of the publication. IBM may make improvements and/or changes in the product(s) and/or the program(s) described in this publication at any time without notice.

IBM may use or distribute any of the information you supply in any way it believes appropriate without incurring any obligation to you.

Any references in this publication to non-IBM Web sites are provided for convenience only and do not in any manner serve as an endorsement of those Web sites. The materials at those Web sites are not part of the materials for this IBM product, and use of those Web sites is at your own risk.

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

### **Trademarks**

The following terms are trademarks of International Business Machines Corporation in the United States, other countries, or both:

IBM HelpCenter

Microsoft, Windows, and Windows NT are trademarks of Microsoft Corporation in the United States, other countries, or both.

ActionMedia, LANDesk, MMX, Pentium, and ProShare are trademarks of Intel Corporation in the United States, other countries, or both.

Other company, product, or service names may be the trademarks or service marks of others.

### **Electronic emission notices**

IBM 11a Wireless LAN CardBus Adapter

### 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.

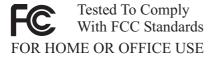
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult an IBM authorized dealer or service representative for help.

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.

### Japanese VCCI statement

この装置は、情報処理装置等電波障害自主規制協議会(VCCI)の基準に基づくクラスB情報技術装置です。この装置は、家庭環境で使用することを目的としていますが、この装置がラジオやテレビジョン受信機に近接して使用されると、受信障害を引き起こすことがあります。 取扱説明書に従って正しい取り扱いをして下さい。 Japanese statement of compliance for products less than or equal to 20 A per phase

# 高調波ガイドライン適合品

### Wireless notices

IBM 11a Wireless LAN CardBus Adapter

The IBM 11a Wireless LAN CardBus Adapter must be installed and used in strict accordance with the following instructions. This product complies with the following radio frequency and safety standards.

### U.S.A. - Federal Communications Commission (FCC)

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 operations.

The FCC, with its action in ET Docket 96-8, has adopted a safety standard for human exposure to RF electromagnetic energy emitted by FCC-certified equipment. This product meets the uncontrolled environmental limits found in OTE-65 and ANSI C95.1, 1991. Proper operation of this radio device according to the instructions in this publication will result in user exposure substantially below the FCC recommended limits.

The IBM 11a Wireless LAN CardBus Adapter is a mobile device that uses radio transmissions to operate. Please keep it at least 20 cm (8 inches) from any persons during operation. This adapter has passed all necessary tests, and FCC applications are pending to classify the product as a portable device that can be operated in close proximity to the human body. The adapter is a wireless device with an integrated antenna. To comply with the FCC and ANSI C95.1 RF exposure limits, when using such a wireless device inserted into a mobile computer, it is recommended that the antenna should not be positioned closer than 20 cm (8 inches) from your body or nearby persons. It is recommended that the user limit exposure time if the antenna is positioned closer than 20 cm (8 inches). The Device must not be co-located or operating in conjunction with any other antenna or radio transmitter. Installers and end-users must follow the installation instructions provided in this user guide.

### Radio frequency requirements

This device is restricted to indoor use when used over its full frequency bandwidth capabilities (5.15 to 5.25GHz) due to its operation in the 5.15 to 5.25 GHz frequency range. FCC requires this product to be used indoors for the frequency range 5.15 to 5.25 GHz to reduce the potential for harmful interference to co-channel Mobile Satellite systems. The product can be used outdoors only if the frequency range is limited to 5.26 to 5.35 GHz. In addition, it should be noted that high power radars are allocated as primary users of the 5.25 to 5.35 GHz and 5.65 to 5.85 GHz bands. These radar stations can cause interference with and / or damage to this device. See the Online User's Guide for information on specifying the radio frequency to be used.

#### Interference statement

An improper installation or unauthorized use may cause harmful interference to radio communications. Also, any tampering with the internal antenna will void the FCC Certification and your warranty. Refer to the "Electronic emission notices" on page B-2 for more detail.

### Canada - Industry Canada (IC)

Low Power License-Exempt Radio Communication Devices (RSS-210)

Operation is subject to the Following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation.

# Permis d'émission à faible puissance - Ces des appareils de communicationsradio (CNR-210)

Le fonctionnement de ce type d'appareil est soumis aux deux conditions suivantes: (1) Cet appareil peut perturber les communications radio, et (2) cet appareil doit supporter toute perturbation, y compris les perturbatiosn qui pourraient provoquer un dysfonctionnement.

### Radio frequency requirements

This device is restricted to indoor use when used over its full frequency bandwidth capabilities (5.15 to 5.25 GHz) due to its operation in the 5.15 to 5.25 GHz frequency range. Industry Canada requires this product to be used indoors for the frequency range 5.15 to 5.25 GHz to reduce the potential for harmful interference to co-channel Mobile Satellite systems. The product can be used outdoors only if the frequency range is limited to 5.26 to 5.35 GHz. In addition, it should be noted that high power radars are allocated as primary users of the 5.25 to 5.35 GHz and 5.65 to 5.85 GHz bands. These radar stations can cause interference with and / or damage to this device. See the Online User's Guide for information on specifying the radio frequency to be used.

### Exigences en matière de fréquences radio

Cet équipement est destiné à un usage en intérieur lorsqu'il est utilisé sur toute sa largeur de bande (5,15 à 5,25 GHz), son fonctionnement se situant dans la plage de fréquences 5,15 à 5,25 GHz. Industrie Canada exige l'utilisation de cet équipement en intérieur pour une plage de fréquences comprises entre 5,15 et 5,25 GHz afin de réduire les risques d'interférences nuisibles avec les systèmes de satellites mobiles partageant les même canaux. Cet équipement ne peut être utilisé en extérieur que si la plage de fréquences associée est limitée entre 5,26 et 5,35 GHz. En outre, il convient de noter que les bandes allant de 5,25 à 5,35 GHz et de 5,65 à 5,85 GHz sont allouées en priorité aux radars haute puissance. Ces stations de radar peuvent provoquer des interférences avec cet équipement et/ou l'endommager. Pour plus de détails sur la fréquence radio à utiliser, reportez-vous au guide d'utilisation en ligne.

### Japanese regulatory notices

#### TELEC

This equipment has been certified to conform with the technical regulations of the specified radio equipment under the radio law of Japan. If you open the case to modify the circuit, you may be punished by law. This equipment is for indoor use only under the Radio Wave law.

### **JATE**

Refer to the JATE approval number on the equipment.

JATE approval number: D02-0012JP

### Radio Frequency devices

IBM Radio frequency (RF) products are designed to be compliant with the rules and regulations in the locations where they are sold and are locally labeled as required. The majority of IBM RF devices are type-approved and do not require the user to obtain license or authorization before using the equipment. However, any changes or modifications to IBM equipment not expressly approved by IBM could void the user's authority to operate the equipment. This equipment is allowed to be used only indoors.

Part Number: 22P7513



Printed in the United States of America on recycled paper containing 10% recovered post-consumer fiber.

(1P) P/N: 22P7513

