

# Installation and Maintenance Guide



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### **Safety**

Before installing this product, read the Safety Information.

قبل تركيب هذا المنتج، يجب قراءة الملاحظات الأمنية

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)。

安裝本產品之前,請先閱讀「安全資訊」。

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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 guesto 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.

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.

Läs säkerhetsinformationen innan du installerar den här produkten.

#### Important:

All caution and danger statements in this documentation begin with a number. This number is used to cross reference an English caution or danger statement with translated versions of the caution or danger statement in the *IBM NetBAY Rack Safety Information* book.

For example, if a caution statement begins with a number 1, translations for that caution statement appear in the *IBM NetBAY Rack Safety Information* book under statement 1.

Be sure to read all caution and danger statements in this documentation before performing the instructions. Read any additional safety information that comes with your server or optional device before you install the device.

#### Statement 1:



#### **CAUTION:**

To ensure safety, all configurations of the rack cabinet must be certified by a nationally recognized testing laboratory in order to verify compliance with country-specific safety regulations. This process ensures that the end product remains safe for the operator and service personnel under normal and forseeable misuse conditions.

#### Statement 2:



#### **DANGER**

- Always lower the leveling pads on the rack cabinet.
- Always install stabilizer brackets on the rack cabinet.
- Always install servers and optional devices starting from the bottom of the rack cabinet.
- Always install the heaviest devices in the bottom of the rack cabinet.

#### Statement 3:



#### **DANGER**

- · Do not extend more than one sliding device at a time.
- The maximum allowable weight for devices on slide rails is 80 kg (176 lb). Do not install sliding devices that exceed this weight.

#### Statement 4:





#### **DANGER**

Electrical current from power, telephone, and communication cables is hazardous.

#### To avoid a shock hazard:

- Do not connect or disconnect any cables or perform installation, maintenance, or reconfiguration of this product during an electrical storm.
- Connect all power cords to a properly wired and grounded electrical outlet.
- Connect to properly wired outlets any equipment that will be attached to this product.
- When possible, use one hand only to connect or disconnect signal cables.
- Never turn on any equipment when there is evidence of fire, water, or structural damage.
- Disconnect the attached power cords, telecommunications systems, networks, and modems before you open the device covers, unless instructed otherwise in the installation and configuration procedures.
- Connect and disconnect cables as described in the following table when installing, moving, or opening covers on this product or attached devices.

To Connect:		To Disconnect:		
1.	Turn everything OFF.	1.	Turn everything OFF.	
2.	First, attach all cables to devices.	2.	First, remove power cords from outlet.	
3.	Attach signal cables to connectors.	3.	Remove signal cables from connectors.	
4.	Attach power cords to outlet.	4.	Remove all cables from devices.	
5.	Turn device ON.			

#### Statement 5:









≥ 32 kg (70.5 lb)



≥ 55 kg (121.2 lb)

#### **CAUTION:**

Use safe practices when lifting.

#### Statement 6:



#### **CAUTION:**

Do not place any object on top of a rack-mounted device unless that rack-mounted device is intended for use as a shelf.

#### Statement 8:





#### **DANGER**

- Plug power cords from devices in the rack cabinet into electrical outlets that are located near the rack cabinet and are easily accessible.
- Each rack cabinet might have more than one power cord. Be sure to disconnect all power cords in the rack cabinet before servicing any device in the rack cabinet.
- Install an emergency-power-off switch if more than one power device (power distribution unit or uninterruptible power supply) is installed in the same rack cabinet.
- Connect all devices installed in a rack cabinet to power devices installed in the same rack cabinet. Do not plug a power cord from a device installed in one rack cabinet into a power device installed in a different rack cabinet.

# **Chapter 1. Introduction**

This documentation contains general installation instructions for the IBM<sup>®</sup> NetBAY<sup>™</sup>11 Rack cabinet, and some of the common optional devices that you can install in a rack cabinet. Always read the documentation that comes with your server or optional device for detailed installation instructions.

The latest version of this publication is available from the IBM Web site. Go to http://www.ibm.com/ and click **Support & downloads**. In the **Technical Support** keyword search field, type "NetBAY11" and click **Go**. The latest version of this publication will be in the list of publications displayed.

**Note:** The illustrations in this documentation might differ slightly from your hardware.

Figure 1 on page 2 shows an overview of how to install the rack cabinet.

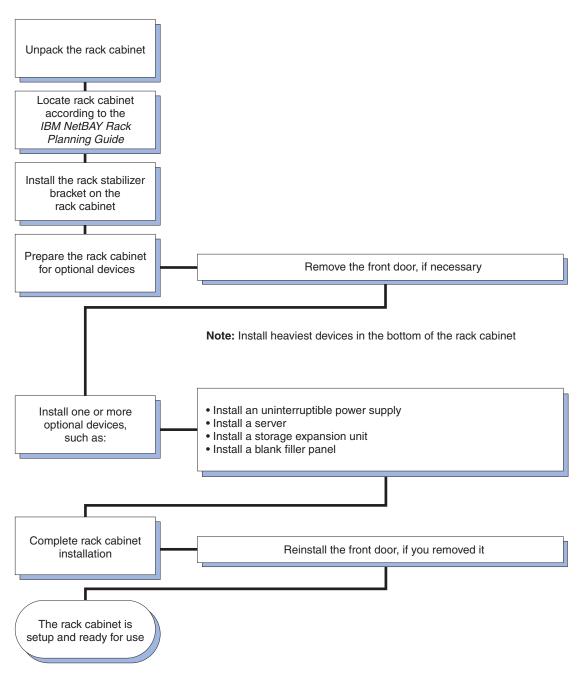


Figure 1. Installing the rack cabinet and devices overview

# Chapter 2. Installing a rack cabinet

The NetBAY11 Rack cabinet is an 11U-high<sup>1</sup> rack cabinet with a perforated front door. The rack cabinet conforms to the Electronic Industries Association (EIA) standard *EIA-310-D Cabinets, Racks, Panels, and Associated Equipment (1992)*.

#### Statement 1:



#### **CAUTION:**

To ensure safety, all configurations of the rack cabinet must be certified by a nationally recognized testing laboratory in order to verify compliance with country-specific safety regulations. This process ensures that the end product remains safe for the operator and service personnel under normal and forseeable misuse conditions.

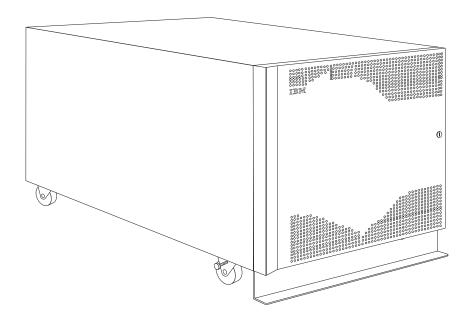


Figure 2. NetBAY11 Rack cabinet

<sup>1.</sup> One U is equal to 4.45 cm (1.75 in.)

### Removing and installing the front door

Remove the front door when installing and removing options in the rack cabinet. The rack cabinet comes with the front door installed.

**Note:** You only need to remove the door if part of the rack cabinet is obstructed by the door as you install the optional device.

Complete the following steps to remove the front door from the rack cabinet:

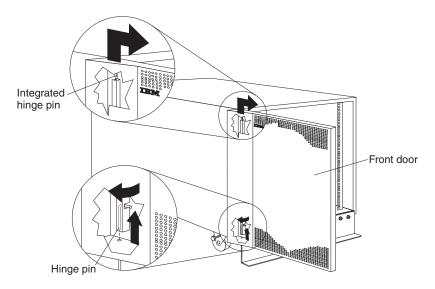


Figure 3. Removing the front door from the rack cabinet

- 1. Unlock and open the door.
- 2. While supporting the door, push the bottom hinge pin up and to the left to release the hinge pin.
- 3. Lift the door until the integrated hinge pin on the top of the door is disengaged; then, pull the door away from the rack cabinet and set the door aside.

Reverse these steps to install the front door on the rack cabinet.

**Attention:** When you install the front door, ensure that you align the integrated hinge pin on the top of the door with the top hinge on the rack cabinet before you set the bottom hinge pin into place.

### Installing the stabilizer bracket

Refer to the unpacking instructions that come with the rack cabinet for information on how to unpack and locate the rack cabinet. After you unpack and locate the rack cabinet, lock the casters in place and install the stabilizer bracket for added stability.

Note: This rack cabinet does not have leveling pads.

#### Statement 2:



#### **DANGER**

- · Always lower the leveling pads on the rack cabinet.
- · Always install stabilizer brackets on the rack cabinet.
- · Always install servers and optional devices starting from the bottom of the rack cabinet.
- · Always install the heaviest devices in the bottom of the rack cabinet.

Complete the following steps to install the stabilizer bracket:

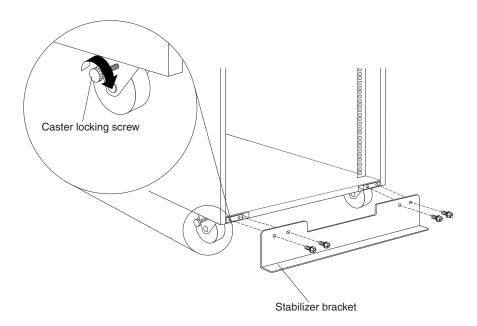


Figure 4. Locking the casters and installing the stabilizer bracket

- 1. Tighten the caster locking screw on each of the four casters to prevent the rack cabinet from rolling.
- 2. Attach the stabilizer bracket to the front of the rack cabinet with the screws that come with the bracket.

Note: You must extend the stabilizer bracket when you install heavy devices in the rack cabinet or when you extend existing devices to service them.

### **Extending the stabilizer bracket**

If you install sliding devices inside the rack cabinet, you must extend the stabilizer bracket before you extend any other sliding device. Complete the following steps to extend the stabilizer bracket:

**Note:** You must also extend the stabilizer bracket when you install heavy devices in the rack cabinet.

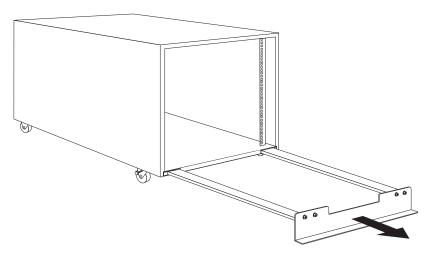


Figure 5. Extending the stabilizer bracket

- 1. Grasp the center of the stabilizer bracket firmly; then, extend the stabilizer bracket to its maximum position.
- 2. Install a device in the rack cabinet, or service an extended sliding device; then, ensure that the device is fully inside of the rack cabinet.
- 3. Push the stabilizer bracket under the rack cabinet when you are not installing or servicing a device in the rack cabinet.

## Chapter 3. Installing optional devices

There are many servers and optional devices that you can install in the NetBAY11 Rack cabinet. Always read the documentation that comes with your server or optional device for detailed installation instructions.

**Note:** You can install many optional devices using the general instructions provided in this chapter. Some devices might require more detailed information contained in the documentation that comes with the optional device.

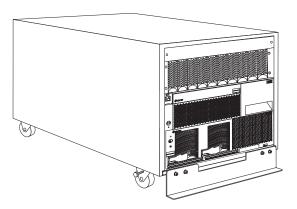


Figure 6. Installing optional devices in the rack cabinet

### Installing devices on the rack cabinet mounting flanges

When you install optional devices in the rack cabinet, secure the device or the rails for that device on rack mounting flanges. Some devices come with threaded rails or threaded bars for the rails. Other devices require that you use cage nuts to install them in the rack cabinet.

When you install optional devices in the rack cabinet, use the following guidelines:

Note: This rack cabinet does not have leveling pads.

#### Statement 2:



#### **DANGER**

- Always lower the leveling pads on the rack cabinet.
- Always install stabilizer brackets on the rack cabinet.
- Always install servers and optional devices starting from the bottom of the rack cabinet.
- · Always install the heaviest devices in the bottom of the rack cabinet.

#### Statement 3:



#### **DANGER**

- · Do not extend more than one sliding device at a time.
- The maximum allowable weight for devices on slide rails is 80 kg (176 lb). Do not install sliding devices that exceed this weight.

#### Statement 4:





#### **DANGER**

Electrical current from power, telephone, and communication cables is hazardous.

#### To avoid a shock hazard:

- Do not connect or disconnect any cables or perform installation, maintenance, or reconfiguration of this product during an electrical storm.
- Connect all power cords to a properly wired and grounded electrical outlet.
- Connect to properly wired outlets any equipment that will be attached to this product.
- When possible, use one hand only to connect or disconnect signal cables.
- Never turn on any equipment when there is evidence of fire, water, or structural damage.
- Disconnect the attached power cords, telecommunications systems, networks, and modems before you open the device covers, unless instructed otherwise in the installation and configuration procedures.
- Connect and disconnect cables as described in the following table when installing, moving, or opening covers on this product or attached devices.

To Connect:		To Disconnect:		
1.	Turn everything OFF.	1.	Turn everything OFF.	
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3.	Attach signal cables to connectors.	3.	Remove signal cables from connectors.	
4.	Attach power cords to outlet.	4.	Remove all cables from devices.	
5.	Turn device ON.			

#### Statement 5:









≥ 32 kg (70.5 lb)



≥ 55 kg (121.2 lb)

#### **CAUTION:**

Use safe practices when lifting.

#### Statement 6:



#### **CAUTION:**

Do not place any object on top of a rack-mounted device unless that rack-mounted device is intended for use as a shelf.

### Installing threaded rails or bars

You must install devices that have threaded holes or device rails that have threaded holes on the inside of the rack mounting flanges. You can, however, install devices or device rails that come with threaded bars on the inside or the outside of the rack mounting flanges. See the device documentation for detailed information on how to use threaded rails or bars.

### Installing cage nuts

You must use cage nuts for all optional devices that do not have threaded holes. Cage nuts install on the inside of the rack mounting flanges with either the cage-nut-insertion tool or a flat-blade screwdriver. The cage-nut-insertion tool comes with the rack cabinet and some optional devices.

**Note:** The rack cabinet comes with a supply of cage nuts that you can use to install optional devices. Most devices that require them will come with cage nuts.

Some devices might require that you install clip nuts on the rail instead of cage nuts on the rack mounting flanges. See the device documetation for information on when you must install clip nuts.

#### Using the cage-nut-insertion tool

Complete the following steps to install a cage nut with the cage-nut-insertion tool:

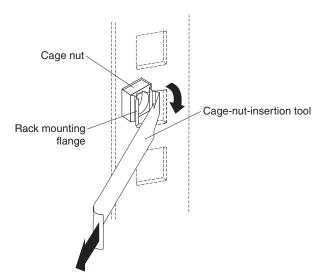


Figure 7. Installing cage nuts with the cage-nut-insertion tool

- 1. Determine the hole in which you want to install the cage nut.
- 2. From the inside of the rack mounting flange, insert one edge of the cage nut into the hole.
- 3. Push the tool through the hole and hook the other edge of the cage nut.
- 4. Pull the tool and the cage nut back through the hole to complete the installation of the cage nut.

#### Using a flat-blade screwdriver

Complete the following steps to install a cage nut with a flat-blade screwdriver:

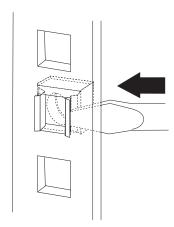


Figure 8. Installing cage nuts with a flat-blade screwdriver

- 1. Determine the hole in which you want to install the cage nut.
- 2. Hold the cage nut in one hand and compress the cage-nut clip with a flat-blade screwdriver.
- 3. With the clip compressed, push the edge of the cage nut fully into the hole from the inside of the rack mounting flange.
- 4. Release the screwdriver pressure on the clip to lock the cage nut into place.

### Installing an uninterruptible power supply

The uninterruptible power supply comes with standard rack mounting brackets installed and can occupy 2U or more of space in the rack cabinet, depending upon the model. See the uninterruptible power supply documentation for detailed installation instructions.

**Attention:** The batteries inside of the uninterruptible power supply are disconnected before packaging the uninterruptible power supply. In some uninterruptible power supply models, the batteries are not installed. See the documentation that comes with the uninterruptible power supply for detailed instructions on how to install and connect the batteries before you turn on or install the uninterruptible power supply in the rack cabinet.

Complete the following general steps to install an uninterruptible power supply in a rack cabinet:

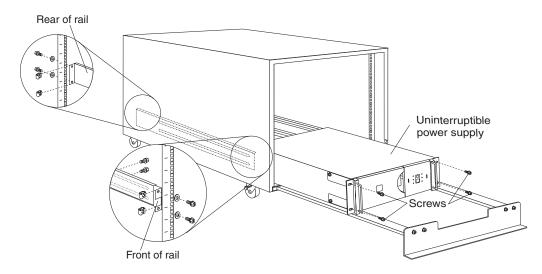


Figure 9. Installing an uninterruptible power supply

- 1. See the uninterruptible power supply documentation for detailed installation information.
- 2. Attach the rails to the front and rear of the rack cabinet, adjusting the length of the rails to fit the depth of the rack cabinet, if required.
- 3. Slide the uninterruptible power supply onto the rails; then, attach the front of the uninterruptible power supply to the rack mounting flanges with cage nuts and M6 screws.
- 4. See the uninterruptible power supply documentation for information on how to connect cables.

### Installing a server

A server can occupy 1U or more of rack mounting space. Most servers come with cable-management arms so that you can neatly route cables that you attach to the server. See the documentation that comes with the server for detailed installation instructions.

**Note:** The depth of some servers might result in the cable-management arm installation extending outside the rear of this rack cabinet.

Complete the following general steps to install a server in a rack cabinet:

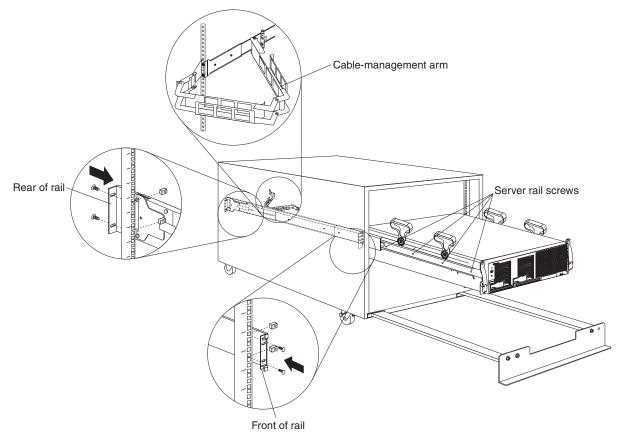


Figure 10. Installing a server

- 1. See the server documentation for detailed installation information.
- 2. Use the template and rack mounting instructions that come with the server to determine where to install cage nuts.
- 3. Install the slide rails and cable-management arm that come with the server, using the provided screws and cage nuts.

**Note:** If required, adjust the length of the rails to fit the depth of the rack cabinet.

- 4. Install the server handles; then, lift the server and place it on the extended rails.
- 5. Attach the server to the slide rails with the provided screws; then, remove the server handles and slide the server into the rack cabinet.
- 6. See the server documentation for information on how to connect cables.

### Installing a storage expansion unit

Storage expansion units install on fixed rails in the rack cabinet and occupy 3U or more of rack mounting space. See the documentation that comes with the expansion unit for detailed installation instructions.

Complete the following general steps to install a storage expansion unit in a rack cabinet:

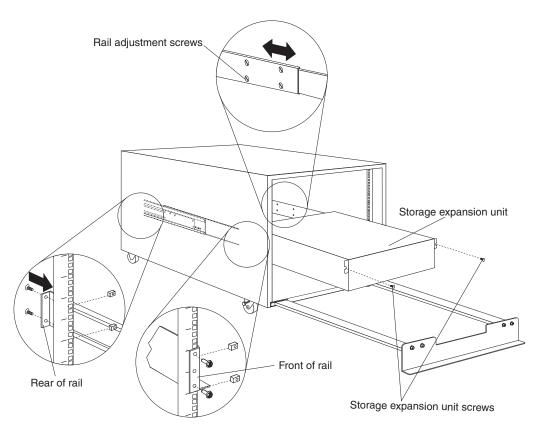


Figure 11. Installing a storage expansion unit

- 1. See the expansion unit documentation for detailed installation information.
- 2. Attach the rails to the front and rear of the rack cabinet, adjusting the length of the rails to fit the depth of the rack cabinet, if required.

**Note:** You might need to install rails for some expansion units on the inside of the rack mounting flanges.

3. Slide the expansion unit onto the rails; then, attach the front of the expansion unit to the rack mounting flanges with cage nuts and M6 screws.

**Note:** Some expansion units have a separate front bezel that you must install before attaching the front of the expansion unit to the rack cabinet.

- 4. Attach the rear of the expansion unit to the rails, using the screws that come with the expansion unit.
- 5. See the expansion unit documentation for information on how to connect cables.

### Installing a blank filler panel

Blank filler panels come in 1U, 3U, and 5U sizes so that you can cover the front of the rack cabinet and conceal unused rack mounting space. These filler panels also help to ensure proper circulation of air inside the rack cabinet. The following blank filler panels come with the NetBAY11 Rack cabinet:

- · Two 1U blank filler panels
- · One 3U blank filler panel
- · One 5U blank filler panel

**Attention:** Do not leave open spaces above or below an installed server in your rack cabinet. To help prevent damage to server components, always install a blank filler panel to cover the open space and to help ensure proper air circulation.

Complete the following steps to install a blank filler panel on a rack cabinet:

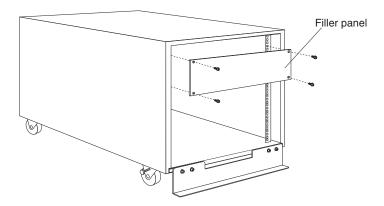


Figure 12. Installing a blank filler panel

1. Determine the size of blank filler panel that you need to cover the open space in the rack cabinet.

**Note:** You will need more than one blank filler panel to cover an open space of a size different than the available (1U, 3U, and 5U) blank filler panel sizes.

2. Attach the blank filler panel with M6 screws and cage nuts.

## Chapter 4. Managing cables

Always read the instructions that come with your server or optional device for detailed cable-management information. Use the following general guidelines when cabling servers or optional devices that you install in a rack cabinet:

#### Statement 8:





#### **DANGER**

- Plug power cords from devices in the rack cabinet into electrical outlets that are located near the rack cabinet and are easily accessible.
- Each rack cabinet might have more than one power cord. Be sure to disconnect all power cords in the rack cabinet before servicing any device in the rack cabinet.
- Install an emergency-power-off switch if more than one power device (power distribution unit or uninterruptible power supply) is installed in the same rack cabinet.
- Connect all devices installed in a rack cabinet to power devices installed in the same rack cabinet. Do not plug a power cord from a device installed in one rack cabinet into a power device installed in a different rack cabinet.
- Do not run cables in front of or behind other devices that will prevent service access to those devices.
- · Do not bend fiber-optic cable beyond its limited specifications.
- · Label all cables so that they are clearly distinguishable from each other.
- · When installing devices mounted on slide rails, such as servers:
  - Run the cables neatly along equipment cable-management arms and secure the cables to the arms using provided cable straps.
  - Leave enough extra cable so that the device can fully extend without straining the cables.
  - Secure the cables so that the device can retract without pinching or cutting the cables.
- · When installing devices mounted on fixed rails:
  - Run the cables neatly along the posts or side rails in the rack cabinet out of the way of other installed devices.
  - Secure the cables with the provided cable straps.
- Ensure that the cables cannot be pinched or cut by other devices in the rack cabinet.
- Run external cables through the opening in the rear of the rack cabinet.

## Chapter 5. Moving a rack cabinet

The fully populated NetBAY11 Rack cabinet has been evaluated and found to meet UL-1950, CSA-950, and IEC-950 stability test standards. Because these standards apply only to a rack cabinet in an installed location, IBM enforces additional standards to ensure stability when rolling the rack cabinet on its casters. See Table 1 for empty and fully populated rack cabinet weights.

Table 1. NetBAY11 Rack cabinet weights

	Weight
Empty	34 kg (75 lb)
Populated	216 kg (475 lb)

When you move a rack cabinet, adhere to the following guidelines:

#### Statement 8:





#### **DANGER**

- Plug power cords from devices in the rack cabinet into electrical outlets that are located near the rack cabinet and are easily accessible.
- Each rack cabinet might have more than one power cord. Be sure to disconnect all power cords in the rack cabinet before servicing any device in the rack cabinet.
- Install an emergency-power-off switch if more than one power device (power distribution unit or uninterruptible power supply) is installed in the same rack cabinet.
- Connect all devices installed in a rack cabinet to power devices installed in the same rack cabinet. Do not plug a power cord from a device installed in one rack cabinet into a power device installed in a different rack cabinet.

# Chapter 6. Hardware maintenance information

This chapter contains information about IBM field replaceable unit (FRU) availability for the NetBAY11 Rack cabinet and replacement instructions for parts not covered during a typical installation. Troubleshooting and servicing of complex problems should be performed only by trained service personnel.

### Field replaceable unit part numbers

IBM FRU part numbers are subject to change without notice. This section contains a listing of the FRU part numbers available at the time this document was published.

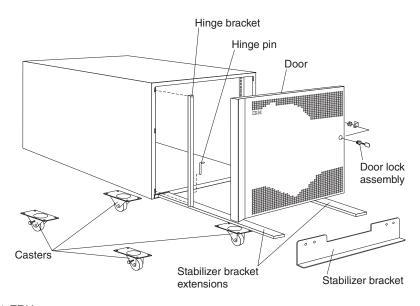


Figure 13. NetBAY11 FRU parts

FRU Part #	Description
12J3279	Fixed caster (for rear of rack cabinet)
12J3283	Swivel caster (for front of rack cabinet)
32P1629	Rack door lock with key
32P1630	Rack door with hinge bracket, hinge pin, and door latch
32P1631	NetBAY11 Rack cabinet with door (does not include stabilizer bracket assembly)
32P1632	Miscellaneous hardware kit
32P1633	Stabilizer bracket assembly (includes stabilizer bracket and extensions)

### Replacing a door lock

Complete the following steps to replace a door lock on the rack cabinet:

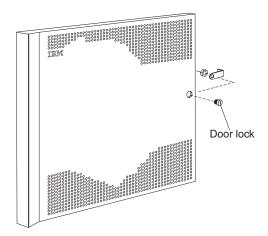


Figure 14. Replacing a door lock

- 1. If applicable, unlock and open the front door.
- 2. Loosen the nut on the inside of the door; then, remove the old lock assembly from the door and discard the old parts.
- 3. Insert the new lock from the front side of the door, and hold the locking mechanism against the inside of the door; then, tighten the nut that comes with the new lock.

### Replacing the hinge bracket and door latch

Complete the following steps to replace a hinge bracket and door latch on the rack cabinet:

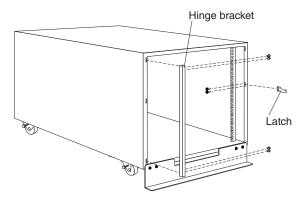


Figure 15. Replacing the hinge bracket and door latch

- 1. Remove the front door from the rack cabinet according to "Removing and installing the front door" on page 4.
- 2. To replace the hinge bracket:
  - a. Remove the four screws that secure the old hinge bracket to the rack cabinet; then, discard the old parts.
  - b. Install the new hinge bracket using the four screws that come with the new hinge bracket.

- 3. To replace the door latch:
  - a. Remove the two screws that secure the old latch to the rack cabinet; then, discard the old parts.
  - b. Install the new door latch using the two screws that come with the new door latch.
- 4. Install the front door.

### Replacing casters

Complete the following steps to replace casters on the rack cabinet:

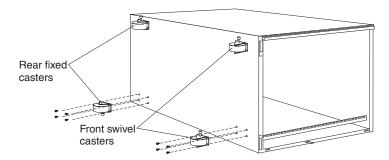


Figure 16. Replacing casters

- 1. Turn off any installed devices in the rack cabinet according to the documentation that comes with those devices; then, disconnect the cables from those devices and remove them from the rack cabinet.
- 2. Carefully turn the empty rack cabinet onto the side.
- 3. To remove an old caster, remove the four screws that secure the caster in place; then, discard the old parts.
- 4. Install a new caster using the screws that come with the new caster.

**Note:** The rack cabinet comes with swivel casters installed on the front, and fixed casters installed on the rear of the rack cabinet. Make sure that you install the same type of caster that you removed from the rack cabinet.

- 5. Repeat step 3 and step 4 for all casters that you need to replace.
- 6. Carefully turn the empty rack cabinet upright; then, install and connect all of the devices that you removed previously.

### Replacing the stabilizer bracket assembly

Complete the following steps to replace the stabilizer bracket assembly on the rack cabinet:

1. Turn off any installed devices in the rack cabinet according to the documentation that comes with those devices; then, disconnect the cables from those devices and remove them from the rack cabinet.

2. Remove the four screws that secure the old stabilizer bracket to the front of the rack cabinet; then, discard the old parts.

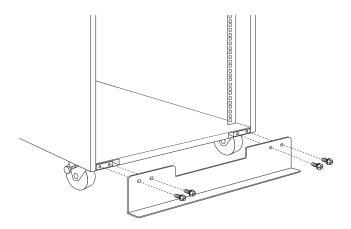


Figure 17. Removing the stabilizer bracket

- 3. Carefully turn the empty rack cabinet onto the side.
- 4. Remove both front casters from the rack cabinet according to "Replacing casters" on page 21.
- 5. Pull the old stabilizer bracket extensions from the front of the rack cabinet until they are completely removed from the rack cabinet; then, discard the old parts.

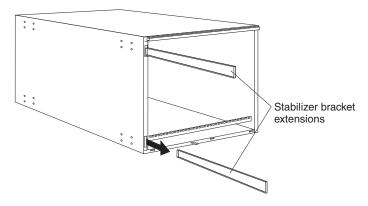


Figure 18. Removing the stabilizer bracket extensions

- Carefully slide the new stabilizer bracket extensions until they are fully inside the rack cabinet.
- 7. Install the two front casters that you removed earlier.
- 8. Carefully turn the empty rack cabinet upright; then, install the new stabilizer bracket to the front of the rack cabinet using the four screws that come with the new bracket.
- 9. Install and connect all of the devices that you removed previously.

### Appendix A. Getting help and technical assistance

If you need help, service, or technical assistance or just want more information about IBM products, you will find a wide variety of sources available from IBM to assist you. This appendix contains information about where to go for additional information about IBM and IBM products, what to do if you experience a problem with your xSeries  $^{\text{TM}}$  or IntelliStation system, and whom to call for service, if it is necessary.

### Before you call

Before you call, make sure that you have taken these steps to try to solve the problem yourself:

- · Check all cables to make sure that they are connected.
- · Check the power switches to make sure that the system is turned on.
- Use the troubleshooting information in your system documentation, and use the diagnostic tools that come with your system.
- Go to the IBM Support Web site at http://www.ibm.com/pc/support/ to check for technical information, hints, tips, and new device drivers.
- · Use an IBM discussion forum on the IBM Web site to ask questions.

You can solve many problems without outside assistance by following the troubleshooting procedures that IBM provides in the online help or in the publications that are provided with your system and software. The information that comes with your system also describes the diagnostic tests that you can perform. Most xSeries and IntelliStation systems, operating systems, and programs come with information that contains troubleshooting procedures and explanations of error messages and error codes. If you suspect a software problem, see the information for the operating system or program.

### Using the documentation

Information about your IBM xSeries or IntelliStation system and preinstalled software, if any, is available in the documentation that comes with your system. That documentation includes printed books, online books, readme files, and help files. See the troubleshooting information in your system documentation for instructions for using the diagnostic programs. The troubleshooting information or the diagnostic programs might tell you that you need additional or updated device drivers or other software. IBM maintains pages on the World Wide Web where you can get the latest technical information and download device drivers and updates. To access these pages, go to http://www.ibm.com/pc/support/ and follow the instructions. Also, you can order publications through the IBM Publications Ordering System at

http://www.elink.ibmlink.ibm.com/public/applications/publications/cgibin/pbi.cgi.

### Getting help and information from the World Wide Web

On the World Wide Web, the IBM Web site has up-to-date information about IBM xSeries and IntelliStation products, services, and support. The address for IBM xSeries information is http://www.ibm.com/eserver/xseries/. The address for IBM IntelliStation information is http://www.ibm.com/pc/intellistation/.

You can find service information for your IBM products, including supported options, at http://www.ibm.com/pc/support/.

### Software service and support

Through IBM Support Line, you can get telephone assistance, for a fee, with usage, configuration, and software problems with xSeries servers, IntelliStation workstations, and appliances. For information about which products are supported by Support Line in your country or region, go to http://www.ibm.com/services/sl/products/.

For more information about Support Line and other IBM services, go to http://www.ibm.com/services/, or go to http://www.ibm.com/planetwide/ for support telephone numbers. In the U.S. and Canada, call 1-800-IBM-SERV (1-800-426-7378).

### Hardware service and support

You can receive hardware service through IBM Integrated Technology Services or through your IBM reseller, if your reseller is authorized by IBM to provide warranty service. Go to http://www.ibm.com/planetwide/ for support telephone numbers, or in the U.S. and Canada, call 1-800-IBM-SERV (1-800-426-7378).

In the U.S. and Canada, hardware service and support is available 24 hours a day, 7 days a week. In the U.K., these services are available Monday through Friday, from 9 a.m. to 6 p.m.

# Appendix B. IBM Statement of Limited Warranty Z125-4753-07 11/2002

#### Part 1 - General Terms

#### Part 1 - General Terms

This Statement of Limited Warranty includes Part 1 - General Terms, Part 2 - Country-unique Terms, and Part 3 - Warranty Information. The terms of Part 2 replace or modify those of Part 1. The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.

#### **What this Warranty Covers**

IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications ("Specifications") which are available on request. The warranty period for the Machine starts on the original Date of Installation and is specified in Part 3 - Warranty Information. The date on your invoice or sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part. Unless IBM specifies otherwise, these warranties apply only in the country or region in which you purchased the Machine.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### What this Warranty Does not Cover

This warranty does not cover the following:

- any software programs, whether pre-loaded or shipped with the Machine, or installed subsequently;
- failure resulting from misuse (including but not limited to use of any Machine capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, or improper maintenance by you:
- · failure caused by a product for which IBM is not responsible; and
- any non-IBM products, including those that IBM may procure and provide with or integrate into an IBM Machine at your request.

The warranty is voided by removal or alteration of identification labels on the Machine or its parts.

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

Any technical or other support provided for a Machine under warranty, such as assistance via telephone with "how-to" questions and those regarding Machine set-up and installation, is provided **WITHOUT WARRANTIES OF ANY KIND**.

#### **How to Obtain Warranty Service**

If the Machine does not function as warranted during the warranty period, contact IBM or your reseller to obtain warranty service. If you do not register the Machine with IBM, you may be required to present proof of purchase as evidence of your entitlement to warranty service.

#### What IBM Will Do to Correct Problems

When you call for service, you must follow the problem determination and resolution procedures that IBM specifies. A technician will attempt to make an initial diagnosis of your problem and help you resolve it over the telephone.

The type of warranty service applicable to your Machine is specified in Part 3 - Warranty Information.

You are responsible for downloading and installing designated Machine Code (microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, and diagnostics delivered with an IBM Machine) and other software updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

If your problem can be resolved with a Customer Replaceable Unit ("CRU") (e.g., keyboard, mouse, speaker, memory, hard disk drive and other easily replaceable parts). IBM will ship these parts to you for replacement by you.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone, through your application of Machine Code or software updates, or with a CRU, IBM or your reseller, if approved by IBM to provide warranty service, will either, at its discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. If IBM is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

#### **Exchange of a Machine or Part**

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

## Your Additional Responsibilities

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

You also agree to:

- 1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
- 2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
- 3. where applicable, before service is provided:
  - a. follow the service request procedures that IBM or your reseller provides;
  - b. backup or secure all programs, data, and funds contained in the Machine;
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit IBM to fulfill its obligations; and
  - d. inform IBM or your reseller of changes in the Machine's location.
- 4. (a) ensure all information about identified or identifiable individuals (Personal Data) is deleted from the Machine (to the extent technically possible), (b) allow IBM, your reseller or an IBM supplier to process on your behalf any remaining Personal Data as IBM or your reseller considers necessary to fulfill its obligations under this Statement of Limited Warranty (which may include shipping the Machine for such processing to other IBM service locations around the world), and (c) ensure that such processing complies with any laws applicable to such Personal Data.

## **Limitation of Liability**

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

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

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

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

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

UNDER NO CIRCUMSTANCES IS IBM. ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## Governing Law

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

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

#### Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which you acquired the Machine.

# Part 2 - Country-unique Terms

#### **AMERICAS**

## **ARGENTINA**

**Governing Law:** The following is added after the first sentence:

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Ordinary Commercial Court of the city of Buenos Aires.

## **BRAZIL**

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

#### **PERU**

**Limitation of Liability:** The following is added at the end of this section:

In accordance with Article 1328 of the Peruvian Civil Code the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

#### **NORTH AMERICA**

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

#### CANADA

**Limitation of Liability:** The following replaces item 1 of this section:

1. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by IBM's negligence; and

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

#### **UNITED STATES**

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

#### **ASIA PACIFIC**

#### **AUSTRALIA**

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

**Limitation of Liability:** The following is added to this section:

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

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

## CAMBODIA, LAOS, AND VIETNAM

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

laws of the State of New York, United States of America.

## CAMBODIA, INDONESIA, LAOS, AND VIETNAM

**Arbitration:** The following is added under this heading:

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the

post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

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

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

#### HONG KONG S.A.R. OF CHINA AND MACAU S.A.R. OF CHINA

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

#### **INDIA**

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

- 1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and
- 2. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Limited Warranty, the charge paid by you for the individual Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

**Arbitration:** The following is added under this heading:

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

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

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

#### JAPAN

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

#### **MALAYSIA**

Limitation of Liability: The word "SPECIAL" in item 3 of the fifth paragraph is deleted.

#### **NEW ZEALAND**

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

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

## PEOPLE'S REPUBLIC OF CHINA (PRC)

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

laws of the State of New York, United States of America (except when local law requires otherwise).

#### **PHILIPPINES**

Limitation of Liability: Item 3 in the fifth paragraph is replaced by the following:

SPECIAL (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), MORAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY ECONOMIC **CONSEQUENTIAL DAMAGES; OR** 

**Arbitration:** The following is added under this heading:

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

#### **SINGAPORE**

Limitation of Liability: The words "SPECIAL" and "ECONOMIC" in item 3 in the fifth paragraph are deleted.

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

## THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:

The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

Hot to Obtain Warranty Service: If you purchase a Machine in Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, San Marino, Sweden, Switzerland, United Kingdom or Vatican State, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM, provided the Machine has been announced and made available by IBM in the country in which you wish to obtain service. If you purchased a Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

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

Add the following paragraph in Western Europe (Austria, Belgium, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Spain, San Marino, Sweden, Switzerland, United Kingdom, Vatican State):

The warranty for Machines acquired in Western Europe shall be valid and applicable in all Western Europe countries provided the Machines have been announced and made available in such countries.

#### **Governing Law:**

The phrase "the laws of the country in which you acquired the Machine" is replaced by:

1) "the laws of Austria" in Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia; 2) "the laws of France" in Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna; 3) "the laws of Finland" in Estonia, Latvia, and Lithuania; 4) "the laws of England" in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe; and 5) "the laws of South Africa" in South Africa, Namibia, Lesotho and Swaziland.

**Jurisdiction:** The following exceptions are added to this section:

1) In Austria the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City): 2) in Angola, Bahrain. Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe all disputes arising out of this Statement of Limited Warranty or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) in **Belgium** and **Luxembourg**, all disputes arising out of this Statement of Limited Warranty or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of your registered office and/or commercial site location only are competent; 4) in France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna all disputes arising out of this Statement of Limited Warranty or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) in Russia, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Statement of Limited Warranty shall be settled by Arbitration Court of Moscow; 6) in South Africa, Namibia, Lesotho and Swaziland, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the High Court in Johannesburg; 7) in Turkey all disputes arising out of or in connection with this Statement of Limited Warranty shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty will be brought before, and settled exclusively by, the competent court of a) Athens for Greece, b) Tel Aviv-Jaffa for Israel, c) Milan for Italy, d) Lisbon for Portugal, and e) Madrid for Spain; and 9) in the United Kingdom, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

**Arbitration:** The following is added under this heading:

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Statement of Limited Warranty or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Statement of Limited Warranty will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

## **EUROPEAN UNION (EU)**

#### THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:

Consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the warranties provided in this Statement of Limited Warranty.

**How to Obtain Warranty Service:** *The following is added to this section:* 

To obtain warranty service from IBM in EU countries, see the telephone listing in Part 3 - Warranty Information.

You may contact IBM at the following address: IBM Warranty & Service Quality Dept. PO Box 30 Spango Valley Greenock Scotland PA16 0AH

## AUSTRIA, DENMARK, FINLAND, GREECE, ITALY, NETHERLANDS, PORTUGAL, SPAIN, SWEDEN AND SWITZERLAND

Limitation of Liability: The following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty or due to any other cause related to this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a

maximum amount equal to the charges you paid for the Machine. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

#### FRANCE AND BELGIUM

**Limitation of Liability:** The following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law:

- 1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges you paid for the Machine that has caused the damages. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").
  - The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.
- 2. UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

## THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

## **AUSTRIA**

What this Warranty Covers: The following replaces the first sentence of the first paragraph of this section:

The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

The 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 nealigence 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.

#### Machine - IBM NetBAY11 Rack

Country or Region of Purchase	Warranty Period	Type of Warranty Service*			
Worldwide	Parts - 3 years, labor - 3 years	2			
* See "Types of Warranty Service" for the legend and explanations of warranty-service types.					

A warranty period of 3 years on parts and 1 year on labor means that IBM provides warranty service without charge for:

- 1. parts and labor during the first year of the warranty period; and
- 2. parts only, on an exchange basis, in the second and third years of the warranty period. IBM will charge you for any labor provided in performance of the repair or replacement(s) in the second and third year of the 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\*

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 World Wide Web site at http://www.ibm.com/servers/support/machine\_warranties/ provides a worldwide overview of IBM 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). In the EU countries, see the telephone numbers below.

## **EU Country Telephone List**

Phone numbers are subject to change without notice.

Austria 43-1-24592-5901	Italy 39-02-482-9202		
Belgium 02-718-4339	Luxembourg 352-360385-1		
Denmark 4520-8200	Netherlands 020-514-5770		
Finland 358-9-4591	Portugal 351-21-7915-147		
France 0238-557-450	Spain 34-91-662-4916		
Germany 07032-15-4920	Sweden 46-8-477-4420		
Greece 30-210-688-1220	United Kingdom 01475-555-055		
Ireland 353-1-815-4000			

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

# **Appendix C. Notices**

This information was developed for products and services offered in the U.S.A.

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

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# Important notes

Processor speeds indicate the internal clock speed of the microprocessor; other factors also affect application performance.

CD-ROM drive speeds list the variable read rate. Actual speeds vary and are often less than the maximum possible.

When referring to processor storage, real and virtual storage, or channel volume, KB stands for approximately 1000 bytes, MB stands for approximately 1 000 000 bytes, and GB stands for approximately 1 000 000 000 bytes.

When referring to hard disk drive capacity or communications volume, MB stands for 1 000 000 bytes, and GB stands for 1 000 000 bytes. Total user-accessible capacity may vary depending on operating environments.

Maximum internal hard disk drive capacities assume the replacement of any standard hard disk drives and population of all hard disk drive bays with the largest currently supported drives available from IBM.

Maximum memory may require replacement of the standard memory with an optional memory module.

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