LTO Library



# Quick Installation Guide

Safety Information

- Quick Installation Instructions
- Warranty Information



LTO Library



# Quick Installation Guide

**Note:** Before using this information and the product it supports, be sure to read the information under "Appendix B. Product warranty" on page B-1

First Edition (April 2001)

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#### Safety: Read first

Before installing this product, read the Safety Information.

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

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

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí. Læs sikkerhedsforskrifterne, før du installerer dette produkt.

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

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

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

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

לפני שתתקינו מוצר זה, קראו את הוראות הבטיחות.

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

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

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

Пред да се инсталира овој продукт, прочитајте информацијата за безбедност. Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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

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

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

Перед установкой продукта прочтите инструкции по технике безопасности.

Pred inštaláciou tohto zariadenia si pečítaje Bezpečnostné predpisy.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

安裝本產品之前,請先閱讀「安全資訊」。

# **IBM**®

#### **Safety Information**

The multilingual Safety Information Book for this product is provided on the IBM *xSeries Documentation* CD.

يتم توفير كتاب معلومات الأمـان المتعدد اللغات لهذا المنتج على IBM xSeries Documentation CD

# O Manual de Informações sobre Segurança multilingüe para este produto é fornecido no CD da Documentação IBM xSeries.

在 IBM xSeries 文档 CD 上提供该产品的多语言"安全性信息"一书。

本產品的多國語言「安全資訊手冊」附於 IBM xSeries 説明文件 CD 中。

Višejezična knjiga sa bezbednosnim informacijama za ovaj produkt nalazi se na IBM xSeries Documentation CD-u.

Vícejazyčná publikace Safety Information Book se pro tento produkt dodává na kompaktním disku IBM xSeries Documentation.

Sikkerhedsforskrifterne påroskellige sprog til produktet leveres pådokumentations-cd'en til IBM xSeries.

De meertalige publicatie Safety Information voor dit product bevindt zich op de CD met IBM xSeries-documentatie.

# Tämän tuotteen monikielinen turvaohjejulkaisu Safety Information sisältyy IBM xSeries Documentation -CD-tietolevyyn.

Le livret multilingue Safety Information relatif àce produit se trouve sur le CD Documentation IBM xSeries.

Die mehrsprachige Broschüre mit Sicherheitshinweisen zu diesem Produkt ist auf der CD mit der IBM xSeries-Dokumentation enthalten.

Το εγχειρίδιο Safety Information Book με πληροφορίες ασφάλειας σε διάφορες γλώσσες περιέχεται στο CD IBM xSeries Documentation.

#### חוברת הבטיחות הרב-לשונית עבור מוצר זה מסופקת בתקליטור התיעוד של IBM xSeries

A termékre vonatkozó biztonsági előírásokat tartalmazó többnyelvű kiadvány az IBM xSeries dokumentációs CD lemezen található.

Il Manuale multilingue di informazioni sulla sicurezza di questo prodotto, viene fornito sul CD relativo alla documentazione di IBM xSeries.

当製品の安全に関する記述は、『IBM xSeries Documentation』CD-ROM 上の「Safety Informaton Book」 (マルチリンガルの構成) に記載されています。 이 제품에 대한 안전 정보는 여러가지 언어로 된 서적으로 IBM xSeries 책 CD에 제공됩니다.

Повеќе-јазичната книга со безбедносни информации за овој продукт е подготвена на документациското CD за IBM xSeries.

Sikkerhetsboken (Safety Information Book) til dette produktet finnes i flerspråklig utgave på CDen til IBM xSeries-dokumentasjonen.

## Wielojęzykowa pozycja *Informacje dotyczące bezpieczeństwa* dla tego produktu dostarczana jest na płycie IBM xSeries Documentation CD.

O Manual de Informações de Segurança multilingue referente a este produto está no CD de Documentação do IBM xSeries.

### Книга с информацией по технике безопасности на разных языках находится на компакт-диске IBM xSeries Documentation.

Viacjazyčná príručka, obsahujúca bezpečnostné informácie pre tento produkt, sa nachádza na CD IBM xSeries Documentation.

Večjezikovna knjiga z varnostnimi informacijami za ta izdelek je na zgoščenki IBM xSeries Documentation.

El libro de Información de Seguridad multilingüe para este producto se proporciona en el CD de Documentación xSeries de IBM

Säkerhetsinformationen för den här produkten finns tillgänglig på flera språk på CD-skivan IBM xSeries Documentation.

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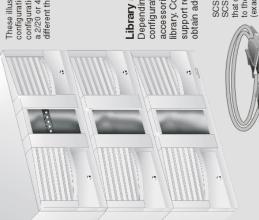
Printed in the U.S.A.

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# Tape library 2/20, 4/40, and 6/60







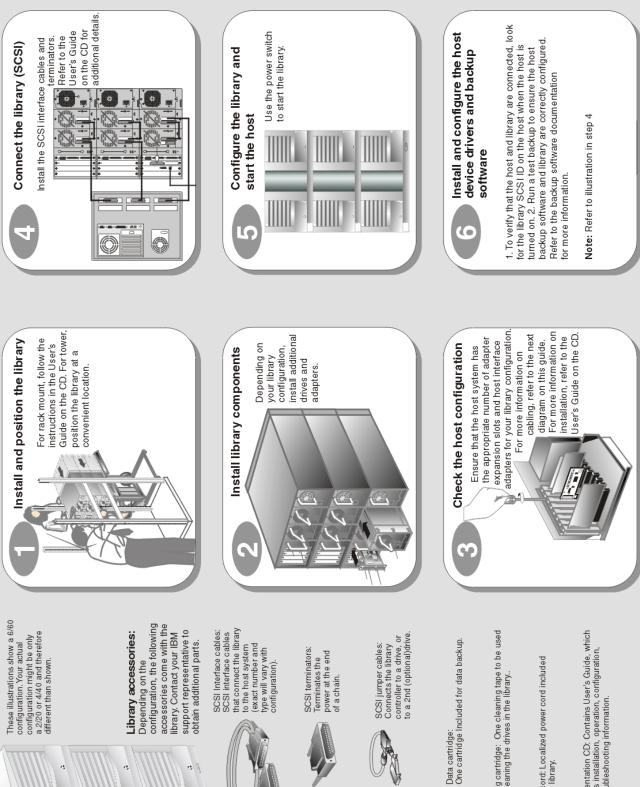
Cleaning cartridge: One cleaning tape to be used when cleaning the drives in the library.

Power cord: Localized power cord included with the library.

Documentation CD: Contains User's Guide, which contains installation, operation, configuration, and troubleshooting information.

1100 A

Follow these steps to install the library in minutes. Depending on the configuration, some of these steps might have been completed in the factory. If you are unfamiliar with storage devices, refer to the users guide for the library.



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This illustration depicts model 6/60 as an example. The front panel is the control device for the library. This LCD panel typically provides a status line at the top, up to five lines of text, and a soft-key line at the bottom. The five soft keys below the front panel display are used to select functions that are labeled above the soft-key

1. Front panel display

line.

- 2. Tape drawer with lock
- 3. Soft keys
- 4. Viewing window
- 5. Power (standby) switch

# Information roadmap

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Use the following table to find information about various tasks.

Back panel overview	This illustration depicts the standard Fibre Channel configuration with six drives. If your library is configured without Fibre Channel, slot 4 will be vacant.	1. Vacant slot	2. Remote management adapter	3. Library controller adapter	<ol> <li>Fibre Channel Controller adapter (if using Fibre chanel)</li> </ol>	5. Drive module 1	6. Drive module 2	7. Drive module 3	8. Drive module 4	9. Drive module 5	10. Drive module 6	11. Power supply	12. Subordinate controller adapter

	Task	Information Location
	Installing the library	This quick installation guide
	Operating the library (opening doors, loading tapes and magazines)	User's Guide on the CD
۔ يہ	Configuring the library	User's Guide on the CD
1	Monitoring the library	Remote Management Card Website Library User's Guide
1	Retrieving library performance	Remote Management Card Website Library User's Guide
	Information about library components	Front panel, INFORMATION, menu Library User's Guide
1	Troubleshooting and diagnostics	Error codes on the library front panel, Troubleshooting table in the Library User's Guide
L	Upgrade the system	Library User's Guide
	Service and support	This quick installation guide
· · · · ·	Running internal library tests	Library User's Guide
	Backup software	Backup software online documentation
1	Host interface adapter and device driver installation	Host interface adapter documentation and included disks
	Hub, Switch, or host configuration	Hub, switch, or host computer documentation
	Drives and media	Tape library and Autoloader drive manual

# **Getting started**

# Post-installation configuration

Complete these tasks on the library front panel during the initial setup. Refer to the User's Guide on the CD for more information.

Date and timer: When you first set up the library, or if it is disconnected longer than 30 days, you must set the real-time clock.

Mail slot: The library is initially configured for a one-slot mail slot. You can also select no mail slot, a five-slot mail slot. The mail slot enables 0, 1, 5, or 10 slots to be reserved. When configuring the mail slot, ensure that the slots that will be reserved for the mail slot are empty and that you reconfigure the host to recognize this configuration.

Password: The library does not come with a password enabled. For additional security, enable and select a password.

Remote Access: You can monitor and manage your library anywhere on the network through Web pages. You must enable and select a library password and then use that same password to configure the library remotely. Refer to the User's Guide on the CD for more information.

#### Appendix A. Help and service information

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

#### **Online technical support**

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

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

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

#### **Telephone technical support**

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

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

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

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

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

#### Support 24 hours a day, 7 days a week

11 3, 3	
Canada (Toronto only)	416-383-3344
Canada (all other)	1-800-565-3344

U.S.A. and Puerto Rico	1-800-772-2227
	Go to http://www.ibm.com/pc/support/, and click <b>HelpCenter Phone List</b> .

#### Appendix B. Product warranty

#### Warranty Statements

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

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

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

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

#### Machine - LTO Library Warranty period\* - Three years

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

#### The IBM Warranty for Machines

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

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

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

#### **Extent of Warranty**

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

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

#### Items Not Covered by Warranty

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

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

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

#### Warranty Service

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

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

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

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

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

You also agree to

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

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

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

#### **Production Status**

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

#### Limitation of Liability

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

- 1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- the amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim.

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

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

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

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

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

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

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

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

#### You also agree to

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

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

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

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

#### **Production Status**

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

#### Limitation of Liability

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

- 1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- the amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim.

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

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

#### Part 2 - Worldwide Country-Unique Terms

#### ASIA PACIFIC

## **AUSTRALIA: The IBM Warranty for Machines:** The following paragraph is added to this Section:

The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

**Extent of Warranty:** The following replaces the first and second sentences of this Section:

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

Limitation of Liability: The following is added to this Section:

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

**PEOPLE'S REPUBLIC OF CHINA: Governing Law:** The following is added to this Statement:

The laws of the State of New York govern this Statement.

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

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

# **NEW ZEALAND: The IBM Warranty for Machines:** The following paragraph is added to this Section:

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

#### **Limitation of Liability:** The following is added to this Section:

Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

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

The following terms apply to all EMEA countries.

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

#### Warranty Service

If you purchased an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or United Kingdom, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

If you purchased an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

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

#### The following terms apply to the country specified:

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

Applicability of suppliers and resellers (unchanged).

**FRANCE: Limitation of Liability:** The following replaces the second sentence of the first paragraph of this Section:

In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: (items 1 and 2 unchanged).

### **GERMANY: The IBM Warranty for Machines:** The following replaces the first sentence of the first paragraph of this Section:

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

The following paragraphs are added to this Section: The minimum warranty period for Machines is six months.

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

Extent of Warranty: The second paragraph does not apply.

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

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

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

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

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

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

**Limitation of Liability:** The following replaces items one and two of the first paragraph of this Section:

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

Applicability of suppliers and resellers (unchanged).

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

**ITALY: Limitation of Liability:** The following replaces the second sentence in the first paragraph:

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

Applicability of suppliers and resellers (unchanged).

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

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

Limitation of Liability: The following is added to this Section:

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

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

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

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

The following item is added to this paragraph:

3. breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

Applicability of suppliers and resellers (unchanged).

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

#### NORTH AMERICA

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

**UNITED STATES OF AMERICA: Warranty Service:** The following is added to this section:

To obtain warranty service from IBM, call **1-800-772-2227**. This publication was developed for products and services offered in the U.S.A.

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