



During the warranty period IBM or your reseller, if authorized by IBM, will provide warranty service under the type of service designated for the Machine and will manage and install engineering changes that apply to the Machine.

For IBM or your reseller to provide warranty service for a feature, conversion, or upgrade, IBM or your reseller may require that the Machine on which it is installed be 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Many of these transactions involve the removal of parts and their return to IBM. You represent that all removed parts are genuine and unaltered. A part that replaces a removed part will assume the warranty service status of the replaced part.

If a Machine does not function as warranted during the warranty period, IBM or your reseller will repair it or replace it with one that is at least functionally equivalent, without charge. The replacement may not be new, but will be in good working order. If IBM or your reseller is unable to repair or replace the Machine, you may return it to your place of purchase and your money will be refunded.

If you transfer a Machine to another user, warranty service is available to that user for the remainder of the warranty period. You should give your proof of purchase and this Statement to that user. However, for Machines which have a life-time warranty, this warranty is not transferable.

### **Warranty Service**

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

IBM or your reseller will provide certain types of repair and exchange service, either at your location or at IBM's or your reseller's service center, to restore a Machine to good working order.

When a type of 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. 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 ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange.

You agree to:

1. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
2. where applicable, before service is provided —
  - a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provide,
  - b. secure all programs, data, and funds contained in a Machine, and

- c. 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.

### **Extent of Warranty**

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

The warranties may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, removal or alteration of Machine or parts identification labels, or failure caused by a product for which IBM is not responsible.

THESE WARRANTIES 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.

### **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 only for:

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 or loss, up to the greater of U.S. \$100,000 or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim.

UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR LOSSES OR 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 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 EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.