

IBM

**Microprocessor Upgrade Option**



IBM

IBM

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**Important**

Before using this information and the product it supports, be sure to read the general information under "Product Warranties and Notices" on page 7.

**First Edition (June 1999)**

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## Safety Information

Before installing this product, read the Safety Information book.

Antes de instalar este produto, leia o Manual de Informações sobre Segurança.

**安装本产品前请先阅读《安全信息》手册。**

Prije instalacije ovog proizvoda pročitajte priručnik sa sigurnosnim uputama.

Pred instaláci tohto produktu si p e t e p íru ku bezpe nostných instrukcí.

Læs hæftet med sikkerhedsforskrifter, før du installerer dette produkt.

Lue Safety Information -kirjanen, ennen kuin asennat tämän tuotteen.

Avant de procéder à l'installation de ce produit, lisez le manuel Safety Information.

Vor Beginn der Installation die Broschüre mit Sicherheitshinweisen lesen.

Πριν εγκαταστήσετε αυτό το προϊόν, διαβάστε το εγχειρίδιο Safety Information.

**Installálás el tt olvassa el a Biztonsági el írások kézikönyvét !**

Prima di installare questo prodotto, leggere l'opuscolo contenente le informazioni sulla sicurezza.

**本製品を導入する前に、安全情報資料を御読みください。**

이 제품을 설치하기 전에, 안전 정보 책자를 읽어보십시오.

Пред да го инсталирате овој производ прочитајте ја книгата со безбедносни информации.

Lees voordat u dit product installeert eerst het boekje met veiligheidsvoorschriften.

Les heftet om sikkerhetsinformasjon (Safety Information) før du installerer dette produktet.

Przed zainstalowaniem tego produktu należy przeczytać broszurę Informacje Dotyczące Bezpieczeństwa.

Antes de instalar este produto, leia o folheto Informações sobre Segurança.

Перед установкой продукта прочтите брошюру по технике безопасности (Safety Information).

Pred inštaláciou tohto produktu si pre ítajte Informa nú brožúrku o bezpe nosti.

Preden namestite ta izdelek, preberite knjižico Varnostne informacije.

Antes de instalar este producto, lea la Información de Seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

在安裝本產品之前，也請先閱讀「安全性資訊」小冊子。



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## Microprocessor Upgrade Option Information

Thank you for buying this IBM\* Netfinity product. Your option provides the quality and reliability that has made IBM family of products top sellers in the personal computer industry year after year.

This processor option contains the following items:

- Microprocessor assembly, with plastic adapter
- Voltage Regulator Module (if required)
- IBM Microprocessor Upgrade Option* documentation
- Safety Information Book*

For information on how to install your option, refer to one of the following:

If you are installing this option into your Netfinity server, refer to the documentation that comes with your server for complete microprocessor installation instructions.

**Important:** Before installing your microprocessor option, make sure you have the latest version of BIOS installed in your server. To find out the latest version of BIOS available for your server, go to the IBM Web page at <http://www.pc.ibm.com/support>. Then, from the Select a Brand field, select **Server** and click on go.

If you are installing this option into an IntelliStation computer, go to "IBM IntelliStation - Second Microprocessor Installation" on page 2.

This document contains the warranty for your option. Please store it in a safe place for future reference.

Thank you again for selecting this IBM product.

# IBM IntelliStation - Second Microprocessor Installation

## Important

Use this procedure to install a second microprocessor. If you are replacing or upgrading the existing microprocessor, see the documentation supplied with your computer for instructions. Be sure to perform a backup of the hard disk before you perform this procedure. If you do not perform the following steps in the proper order, your computer might be unusable after you have installed a second microprocessor. Before installing a second microprocessor, you must run the ADDCPU.EXE utility program. You do not have to reinstall Microsoft Windows NT Workstation 4.0. Refer to "Updating System Programs" in the documentation supplied with your computer to download and install the current *Flash BIOS Update* program for your computer. It might be necessary to install the latest version Flash BIOS again after installing the second processor. This is required only if a different step level processor has been installed.

1. Verify the *Ready-to-Configure Utility Program* CD supplied with your computer is Version 1.1 or later.

If you do not have the correct version of the CD, download the latest version of the ADDCPU.EXE file from the World Wide Web at [www.us.pc.ibm.com/files.html](http://www.us.pc.ibm.com/files.html).

When instructed to run ADDCPU.EXE, use either the downloaded file or run it from the *Ready-to-Configure Utility Program* CD. The ADDCPU.EXE utility program can be run from Windows NT Explorer, the Start menu, or a command window.

2. Determine if your computer has IBM-installed Windows NT by performing the following steps:

- a. Using the right mouse button, click **My Computer**.
- b. Using the left mouse button, click **Properties**.

If the following message is displayed on the screen, you have IBM-installed Windows NT:

```
Manufactured and supported by IBM
```

If your computer does not indicate *Manufactured and supported by IBM*, use Procedure B.

If your computer indicates *Manufactured and supported by IBM*, continue with Step 3 to determine which Service Pack is installed.

3. Determine which Service Pack is installed on your computer by performing the following steps:

- a. Using the left mouse button, double-click **My Computer**.
- b. Click **Help**.
- c. Click **About Windows NT**.

If the following message is displayed on the screen, you have Service Pack 3 installed:

```
Version 4. (Build 1381: Service Pack 3)
```

If your computer indicates *Service Pack 3* is installed, continue with Step 4 to determine if the C:\I386 folder (directory) exists.

If any of the following messages are displayed, you do not have Service Pack 3 installed and should use Procedure B.

```
Version 4. (Build 1381: Service Pack 1)
Version 4. (Build 1381: Service Pack 2)
Version 4. (Build 1381: Service Pack 4)
```

4. Determine if the C:\I386 folder (directory) exists by performing the following steps:

Using the left mouse button, double-click **My Computer**.

Double-click the C: drive. For example: **IBM\_PRELOAD(C:)**

Look for the **I386** directory.

If the I386 directory does not exist, use Procedure B. Otherwise use Procedure A.

## Procedure A

**Use this procedure only if you DO HAVE IBM-installed Windows NT and have Service Pack 3 and have the C:\I386 directory.**

1. Run ADDCPU.EXE and read the displayed instructions; then click **OK**. You might receive a message about a Service Pack having been installed. Click **Yes** to continue.
2. **Attention:** In this step, be sure to select the path correctly. If you select the wrong path, your computer might be unusable after it is restarted.

From the Location of the Windows NT Files window, under **Drives:**, click the C: drive. For example, **C:\IBM\_PRELOAD** then under **Directories:**, double-click **I386**. Click **OK**.

3. When ADDCPU.EXE has completed (ADDCPU.EXE finishes silently if there are no errors) shut down Windows NT, turn off the computer, and unplug the power cord from the electrical outlet.
4. Install the second microprocessor using the instructions in the installing options documentation for your computer.
5. After the second microprocessor is installed, plug in the power cord and turn on the computer. The Configuration/Setup Utility program runs automatically after the computer is restarted. A 162 POST error message is displayed but this is normal. To continue, save the configuration and exit the configuration program. When Windows NT starts, it automatically recognizes and uses the second microprocessor. If you receive a 167 error message after rebooting, install the latest version Flash BIOS update.

## Procedure B

**Use this procedure if you DO NOT HAVE IBM-installed Windows NT, DO NOT HAVE Service Pack 3, or DO NOT HAVE the C:\I386 directory.**

1. If you have not already done so, determine which Service Pack is installed on your computer by performing the following steps:
  - a. Using the left mouse button, double-click **My Computer**.
  - b. Click **Help**.
  - c. Click **About Windows NT**.

In the following message displayed on the screen, note which Service Pack is installed:

Version 4.0 (Build 1381: Service Pack ?)

If the message states **Service Pack 1**, skip Step 2 and go directly to Step 3. Otherwise, continue with Step 2.

2. If you do not have the Service Pack CD that matches the Service Pack on your computer, download it from the World Wide Web at:

www.microsoft.com/support/winnt
3. Run ADDCPU.EXE and read the displayed instructions; then click **OK**. If you receive a warning message about a Service Pack having been installed, then click **Yes** to continue.
4. Insert the *Microsoft Windows NT Workstation 4.0* CD into the CD-ROM drive.

**Attention:** In this step, be sure to select the path correctly. If you select the wrong path, your computer might be unusable after it is restarted.

From the Location of the Windows NT Files window, under **Drives:**, click on the CD-ROM which corresponds to the drive in which you inserted the *Microsoft Windows NT Workstation 4.0 CD*. Then, under **Directories:**, double-click **I386**. Click **OK**.

5. When ADDCPU.EXE has completed (ADDCPU.EXE finishes silently if there are no errors) *DO NOT shut down Windows NT or restart the computer yet*. If your computer has Service Pack 1 installed, skip Step 6 and go to Step 7. Otherwise, continue with Step 6.

6. Run UPDATE.EXE from your Service Pack CD or, if you downloaded a Service Pack from the World Wide Web, run its install program (for example: NT4SP3\_I.EXE).

**Attention:** If the following message appears, click **No**. Selecting **Yes** might cause your computer to be unusable after it is restarted.

```
This file has been identified as an OEM installed file.  
Would you like to overwrite the version of the file  
on your system with the Service Pack version?
```

Follow the Service Pack installation instructions and wait for the Service Pack program to complete.

7. When the program has completed, shut down Windows NT, turn off the computer, and unplug the power cord from the electrical outlet.
8. Install the second microprocessor using the instructions in the installing options documentation for your computer.
9. After the second microprocessor is installed, plug in the power cord and turn on the computer. The Configuration/Setup Utility program runs automatically after the computer is restarted. A 162 POST error message is displayed but this is normal. To continue, save the configuration and exit the configuration program. When Windows NT starts, it automatically recognizes and uses the second microprocessor. If you receive a 167 error message after rebooting, install the latest version Flash BIOS update.

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## Help and Service Information

During the warranty period, you can get toll-free technical support 24 hours a day, 7 days a week, to answer any questions about your IBM Microprocessor Upgrade Option.\* If you need warranty service, return or exchange is available. In addition, if your IBM options are 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.

Before calling, please prepare for your call by following these steps.

### **CAUTION:**

**To avoid electrical shock, unplug your computer and all attached devices from electrical outlets before performing any troubleshooting procedure.**

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### Step 1: Troubleshooting

You might be able to solve the problem yourself. Before calling IBM, you might want to try the following troubleshooting procedures.

1. Remove and reattach all cables.
2. Remove and reseal the IBM Microprocessor Upgrade Option.
3. Place the IBM Microprocessor Upgrade Option in a different slot, if available.
4. If your hard disk drive contains jumpers or switches, check that they are set correctly.
5. Inspect the IBM Microprocessor Upgrade Option for damage.
6. Check the computer manual for instructions about the installation of upgrades. Look for a section about system setup or system configuration. Follow all procedures.
7. After completing these steps, reassemble the computer and connect the power cord.

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### Step 2: Preparing for the Call

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

1. Option name, description, and serial number (if any)
2. Proof of purchase
3. Computer manufacturer, model, serial number, and manual
4. Exact wording of the error message (if any)
5. Description of the problem
6. 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.

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\* Response time will vary depending on the number and nature of calls received.

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### **Step 3: Placing the Call to IBM**

Use one of the following numbers:

Within the United States, call 1-800-772-2227

Within Canada, call 1-800-565-3344

Outside the United States and Canada, contact your IBM reseller, IBM marketing representative, or your place of purchase.

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# Product Warranties and Notices

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## 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 7)

**Worldwide except Canada, Puerto Rico, Turkey, and United States (Z125-5697-01 11/97)**

(Part 1 - General Terms on page 9)

**Worldwide Country-Unique Terms**

(Part 2 - Country-Unique Terms on page 10)

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

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*This Statement of Limited 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 Limited Warranty apply only to Machines you purchase for your use, and not for resale, from IBM or your reseller. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. Unless IBM specifies otherwise, the following warranties apply only in the country where you acquire the Machine. Nothing in this Statement of 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** - IBM Microprocessor Upgrade Option

**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. 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
2. 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.*

**Machine** - IBM Microprocessor Upgrade Option

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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

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### Warranty Service

To obtain warranty service for the Machine, contact your reseller or IBM. 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 fulfil 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
2. 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**

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### **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 fulfils 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 **1-800-465-6666**.

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

To obtain warranty service from IBM, call **1-800-IBM-SERV**.

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## **Electronic Emissions**

### **Federal Communications Commission (FCC) Statement**

**Note:** This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case the user will be required to correct the interference at his own expense.

IBM is not responsible for any radio or television interference caused by unauthorized changes or modifications to this equipment. Unauthorized changes or modifications could void the user's authority to operate the equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

### **Industry Canada Class A emission compliance statement**

This Class A digital apparatus complies with Canadian ICES-003.

### **Avis de conformité à la réglementation d'Industrie Canada**

Cet appareil numérique de la classe A est conforme à la norme NMB-003 du Canada.

# IBM

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