



## Statement of Limited Warranty

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### 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. For purposes of this Statement of Limited Warranty, “IBM” means the IBM entity that provided your Machine to you or to your reseller--for example, International Business Machines Corporation in the U.S. or IBM World Trade Corporation or the local IBM entity in your country.

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.**

This Statement of Limited Warranty is available, in multiple languages, at the following IBM Internet website: [http://www.ibm.com/systems/support/machine\\_warranties/](http://www.ibm.com/systems/support/machine_warranties/).

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

IBM warrants that each Machine is free from defects in materials and workmanship and conforms to its Specifications. “Specifications” is information specific to a Machine in a document entitled “Official Published Specifications”, which is available upon request.

During the warranty period, IBM provides repair and exchange service for the Machine under the type of warranty service IBM designates for the Machine. The warranty period for the Machine is a fixed period starting on its original Date of Installation. The date on your purchase invoice or sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise. The warranty period, type of warranty, and service level that apply to your Machine are designated in Part 3.

Many features, conversions, or upgrades involve the removal of parts and their return to IBM. An IBM part that replaces a removed part will assume the warranty service status of the removed part. An IBM part that is added to a Machine without replacing a previously-installed part is subject to warranty effective on its Date of Installation. Unless IBM specifies otherwise, the warranty period, type of warranty, and service level of such part is the same as the Machine on which it is installed.

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, AND ANY WARRANTY OF TITLE OR NON-INFRINGEMENT. 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:

- a. failure or damage 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, operation in other than the specified operating environment or improper maintenance by you or a third party;
- b. failure due to events beyond IBM’s control;
- c. failure caused by a product for which IBM is not responsible;
- d. any non-IBM products, including those provided with, or installed on, an IBM Machine at your request;

- e. accessories, supply items and consumables (e.g. batteries and printer cartridges), and structural parts (e.g. frames and covers);
- f. service of Machine alterations; and
- g. service of a Machine on which you are using capacity or capability, other than that authorized by IBM in writing.

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 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, refer to the service documentation that shipped with your Machine for support assistance and problem determination procedures. A copy of the service documentation for your Machine can also be found at the following IBM website: [www.ibm.com](http://www.ibm.com) under “Support and Downloads”.

If you are unable to resolve your problem with the service documentation, contact IBM or your reseller to obtain warranty service. Contact information for IBM is provided in Part 3. 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**

IBM will attempt to diagnose and resolve your problem over the telephone or electronically by access to an IBM Internet website. Certain Machines contain remote support capabilities for direct problem reporting, remote problem determination, and resolution with IBM. When you contact IBM for service, you must follow the problem determination and resolution procedures that IBM specifies. Following problem determination, if IBM determines on-site service is required, a service technician will be scheduled for service at your location.

You are responsible for downloading or obtaining from IBM, 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 in a timely manner from an IBM Internet website or from other electronic media, and following the instructions that IBM provides. You may request IBM to install Machine Code changes, however, you may be charged for that service.

Some parts of IBM Machines are designated as Customer Replaceable Units (“CRUs”). If your problem can be resolved with a CRU (e.g. keyboard, memory, hard disk drive) IBM will ship the CRU to you for you to install.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone or electronically, through your application of Machine Code or software updates, or with a CRU, IBM or its subcontractor or a reseller that has been 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 or its subcontractor or the reseller is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

IBM or its subcontractor or the 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 its subcontractor or the reseller replaces becomes IBM's 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**

You agree:

- a. before IBM or its subcontractor or the reseller exchanges a Machine or part, to remove all features, parts, options, alterations, and attachments not under warranty service and ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
- b. to obtain authorization from the owner to have IBM or its subcontractor or the reseller service a Machine that you do not own;
- c. where applicable, before service is provided:

- (1) follow the service request procedures that IBM or its subcontractor or its reseller provides;
- (2) backup and secure all programs, data, and funds contained in the Machine; and
- (3) inform IBM or its subcontractor or the reseller of changes in the Machine's location;
- d. to provide IBM or its subcontractor or the reseller with sufficient and safe access to your facilities to permit IBM to fulfill its obligations;
- e. to allow IBM or its subcontractor or the reseller to install mandatory engineering changes, such as those required for safety;
- f. when the type of warranty service requires that you deliver a failing Machine to IBM, you agree to ship it suitably packaged, as IBM specifies, to a location IBM designates. After the Machine has been repaired or exchanged, IBM will return the repaired Machine or provide a replacement Machine to you at its expense, unless IBM specifies otherwise. 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; and
- g. to securely erase from any Machine you return to IBM for any reason all programs not provided by IBM with the Machine, and data, including without limitation the following: 1) information about identified or identifiable individuals or legal entities ("Personal Data"); and 2) your confidential or proprietary information and other data. If removing or deleting Personal Data is not possible, you agree to transform such information (e.g., by making it anonymous or encrypting it) so that it no longer qualifies as Personal Data under applicable law. You also agree to remove all funds from Machines returned to IBM. IBM is not responsible for any funds, programs not provided by IBM with the Machine, or data contained in a Machine that you return to IBM. You acknowledge that, to perform its responsibilities under this Statement of Limited Warranty, IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world, and you authorize IBM to do so.

### **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. 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's entire liability for all claims in the aggregate arising from or related to each Product will not exceed:

- a. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- b. 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, subcontractors, and resellers. It is the maximum for which IBM and its suppliers, subcontractors, and resellers are collectively responsible.

**UNDER NO CIRCUMSTANCES IS IBM OR ITS SUPPLIERS, SUBCONTRACTORS, 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.**

### **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**

#### **Jurisdiction:**

*The following sentence is added to this section as it applies to countries in bold print below:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by 1) in **Argentina**; the Ordinary Commercial Court of the city of Buenos Aires; 2) in **Bolivia**; the courts of the city of La Paz; 3) in **Brazil**; court of Rio de Janeiro, RJ; 4) in **Chile**; the Civil Courts of Justice of Santiago; 5) in **Colombia**; the Judges of the Republic of Colombia; 6) in **Ecuador**; the civil judges of Quito for executory or summary proceedings (as applicable); 7) in **Mexico**; the courts located in Mexico City, Federal District; 8) in **Paraguay**; the courts of the city of Asuncion; 9) in **Peru**; the judges and tribunals of the judicial district of Lima, Cercado; 10) in **Uruguay**; the courts of the city of Montevideo; 11) in **Venezuela**; the courts of the metropolitan area of the city of Caracas.

#### **BRAZIL**

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

*Delete the last sentence:*

The replacement assumes the warranty service status of the replaced item.

#### **CANADA**

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

*The following replaces the 2<sup>nd</sup> paragraph to this section:*

During the warranty period, IBM provides repair and exchange service for the Machine under the type of warranty service IBM designates for the Machine. The warranty period for the Machine is a fixed period starting on its original Date of Installation. The date on your purchase invoice or sales receipt is the Date of Installation unless IBM informs you otherwise. The warranty period, type of warranty, and service level that apply to your Machine are designated in Part 3.

#### **Limitation of Liability:**

*The following replaces item a and item b of this section:*

- a. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by IBM's negligence; and
- b. the amount of any other actual direct damages, up to the greater of \$100,000.00 or 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").

#### **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.

#### **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").

#### **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 AND LAOS**

**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 AND LAOS**

**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.**

As applies to transactions initiated and performed in Hong Kong S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of purchase" and "country of Installation") are replaced with "Hong Kong S.A.R.."

**INDIA**

**Limitation of Liability:**

*The following replaces item a and item b of this section:*

- a. 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
- b. 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.

## **MACAU S.A.R.**

As applies to transactions initiated and performed in Macau S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of purchase" and "country of Installation") are replaced with "Macau S.A.R.."

## **MALAYSIA**

### **Limitation of Liability:**

*The word "SPECIAL" in item 3 of the last 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 last 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 last 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.*

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

*Add the following paragraphs in **Western Europe** (Andorra, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country subsequently added to the European Union, as from the date of accession):*

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.

If you purchase a Machine in one of the Western European countries, as defined above, 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 purchase a Machine in a Middle East 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.

### **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, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan;** 2) "the laws of France" in **Algeria, Benin, Burkina Faso, Cameroon, 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, Libya, 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;** 5) “the laws of South Africa” in **South Africa, Namibia, Lesotho and Swaziland;** 6) “the laws of Switzerland” in **Liechtenstein;** and 7) “the laws of Czech republic” in **Czech republic.**

#### **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, United Kingdom, 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, 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, Libya, 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 **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; 6) 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; 7) 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;** 8) in **the United Kingdom;** both of us agree to submit all disputes relating to this Statement of Limited Warranty to the exclusive jurisdiction of the English courts; 9) in **Liechtenstein;** all of our rights, duties, and obligations are settled exclusively by the competent court of Zurich; and 10) “to the competent courts of Czech republic”.

#### **Arbitration:**

*The following is added under this heading:*

In **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Libya, FYR Macedonia, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan** 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) BATTERY DIRECTIVE**



**Notice:** This mark applies only to countries within the European Union (EU)

Batteries or packaging for batteries are labeled in accordance with European Directive 2006/66/EC concerning batteries and accumulators and waste batteries and accumulators. The Directive determines the framework for the return and recycling of used batteries and accumulators as applicable throughout the European Union. This label is applied to various batteries to indicate that the battery is not to be thrown away, but rather reclaimed upon end of life per the Directive.

In accordance with the European Directive 2006/66/EC, batteries and accumulators are labeled to indicate that they are to be collected separately and recycled at end of life. The label on the battery may also include a chemical symbol for the metal concerned in the battery (Pb for lead, Hg for mercury and Cd for cadmium). Users of batteries and accumulators must not dispose of batteries and accumulators as unsorted municipal waste, but use the collection framework available to customers for the return, recycling and treatment of batteries and accumulators. Customer participation is important to minimize any potential effects of batteries and accumulators on the environment and human health due to the potential presence of hazardous substances.

The retail price of batteries, accumulators and power cells includes the cost of the environmental management of their waste. For proper collection and treatment, contact your local IBM representative.

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

The warranty for Machines acquired in EU countries is valid and applicable in all EU countries provided the Machines have been announced and made available in such countries.

**Denmark, Finland, Greece, Italy, Liechtenstein, Netherlands, Norway, 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:

- a. 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.

- b. **UNDER NO CIRCUMSTANCES IS IBM, OR ITS SUPPLIERS, SUBCONTRACTORS, 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:

- a. 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 in the aggregate 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").

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

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.

- b. **UNDER NO CIRCUMSTANCES IS IBM, OR ITS SUPPLIERS, SUBCONTRACTORS, 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 AND 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 paragraph is added to this section:*

The minimum warranty period for Machines is 12 months. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a price reduction 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 the 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 "b":*

IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

**IRELAND**

**What this Warranty Covers:**

*The following is added to this section:*

Except as expressly provided in these terms and conditions or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 ("the 1980 Act"), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, section 39 of the 1980 Act).

**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.

- a. IBM will accept unlimited liability for death or personal injury caused by the negligence of IBM.
- b. Subject always to the **Items for Which IBM is Not Liable** below, IBM will accept unlimited liability for physical damages to your tangible property resulting from the negligence of IBM.

- c. Except as provided in items “a” and “b” 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 “a” 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:

- a. loss of, or damage to, data;
- b. special, indirect, or consequential loss; or
- c. loss of profits, business, revenue, goodwill, or anticipated savings.

#### **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.

#### **TURKEY**

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

*The following is added to this section:*

The minimum warranty period for Machines is 2 years.

#### **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.

- a. IBM will accept unlimited liability for:
  - (1) death or personal injury caused by the negligence of IBM; and
  - (2) 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.
- b. 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.
- c. IBM’s entire liability for actual damages for any one Default will not in any event, except as provided in items a and b 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 a 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:

- a. loss of, or damage to, data;
- b. special, indirect, or consequential loss;
- c. loss of profits, business, revenue, goodwill, or anticipated savings; or
- d. third party claims against you for damages.

### Part 3 - Warranty Information

Machine Type(s)	Country of Purchase	Warranty Period	Type of Warranty Service	Service Level

Scheduling of a warranty service will depend upon the following: 1) the time your request for service is received, 2) Machine technology and redundancy, and 3) availability of parts. Contact your local IBM representative or the subcontractor or reseller performing services on behalf of IBM for country and location specific information.

#### Types of Warranty Service

##### **Type 1 - Customer Replaceable Unit (“CRU”) Service**

IBM provides replacement CRUs to you for you to install. CRU information and replacement instructions are shipped with your Machine and are available from IBM at any time on your request. CRUs are designated as being either a Tier 1 (mandatory) or a Tier 2 (optional) CRU. Installation of a Tier 1 CRU is your responsibility. If IBM installs a Tier 1 CRU at your request, you will be charged for the installation. You may install a Tier 2 CRU yourself or request IBM to install it, at no additional charge, under the type of warranty service designated for your Machine. IBM specifies in the materials shipped with a replacement CRU whether a defective CRU must be returned to IBM. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if IBM does not receive the defective CRU within 15 days of your receipt of the replacement.

##### **Type 5 - CRU and On-site Service**

At IBM’s discretion you will receive CRU service or IBM or your reseller will repair 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.

##### **Type 6 - CRU and Courier or Depot Service**

At IBM’s discretion you will receive CRU service or 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 of operation.

##### **Type 7 - CRU and Customer Carry-In or Mail-In Service**

At IBM’s discretion you will receive CRU service or 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 its installation and verification of operation.

##### **Type 8 - CRU and Machine Exchange Service**

At IBM’s discretion you will receive specified CRU service or IBM will initiate shipment of a replacement Machine to your location. You must pack the failing Machine into the shipping container that contained the replacement Machine and return the failing Machine to IBM. Transportation charges, both ways, are paid by IBM. You may be charged for the replacement Machine if IBM does not receive the failing Machine within 15 days of your receipt of the replacement Machine. You are responsible for its installation and verification of operation.

### **Service Levels**

Service levels specified below are response-time objectives only and are not guarantees. The specified service level may not be available in all worldwide locations. Charges may apply outside IBM's normal service area. Response times are based on local standard business days and working hours. Unless otherwise specified, all responses are measured from the time the customer contacts IBM for problem determination until IBM has resolved the problem remotely or scheduled service to be performed. Same Business Day Warranty Service (SBD) is based on local standard business days and working hours. Next Business Day Warranty Service (NBD) is based on commercially reasonable effort.

IBM encourages you to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in an increased service level response-time due to resource requirements.

1. Next Business Day (NBD), 9X5
2. Same Business Day (SBD), 9X5
3. Same Day (SD), 24X7

### **IBM Contact information**

For IBM in Canada or the United States, call 1-800-IBM-SERV (or 1-800-426-7378). For IBM in the European Union (EU), Asia Pacific, and Latin America countries, contact IBM in that country or visit the IBM Directory of Worldwide Contacts at the following IBM Internet website: <http://www.ibm.com/planetwide/>.