

BladeCenter HT DC Power Supply Modules



Installation Instructions

BladeCenter HT DC Power Supply Modules



Installation Instructions

Note: Before using this information and the product it supports, read the general information in Appendix A, "IBM Statement of Limited Warranty Z125-4753-09 08/2006," on page 11, Appendix B, "Getting help and technical assistance," on page 31, and Appendix C, "Notices," on page 35.

Second Edition (October 2012)

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Safety

Before installing this product, read the Safety Information.

قبل تركيب هذا المنتج، يجب قراءة الملاحظات الأمنية

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

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

安裝本產品之前，請先閱讀「安全資訊」。

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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

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

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

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

לפני שתתקינו מוצר זה, קראו את הוראות הבטיחות.

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

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

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

Пред да се инсталира овој продукт, прочитајте информацијата за безбедност.

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

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

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

Перед установкой продукта прочтите инструкции по технике безопасности.

Pred inštaláciou tohto zariadenia si pečítajte Bezpečnostné predpisy.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto, lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

Bu ürünü kurmadan önce güvenlik bilgilerini okuyun.

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བྱ་འདྲ་མིན་ཡོད་པའི་འོད་སྤེར་བལྟ་དགོས།

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canjbinj soengq cungj vahgangj ancien siusik.

Important:

Each caution and danger statement in this document is labeled with a number. This number is used to cross reference an English-language caution or danger statement with translated versions of the caution or danger statement in the *Safety Information* document.

For example, if a caution statement is labeled "Statement 1", translations for that caution statement are in the *Safety Information* document under "Statement 1."

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

Statement 8:



CAUTION:

Never remove the cover on a power supply or any part that has the following label attached.



Hazardous voltage, current, and energy levels are present inside any component that has this label attached. There are no serviceable parts inside these components. If you suspect a problem with one of these parts, contact a service technician.

Statement 12:



CAUTION:
The following label indicates a hot surface nearby.



Statement 13:



DANGER

Overloading a branch circuit is potentially a fire hazard and a shock hazard under certain conditions. To avoid these hazards, ensure that your system electrical requirements do not exceed branch circuit protection requirements. Refer to the information that is provided with your device for electrical specifications.

Statement 29:



CAUTION:

This equipment is designed to permit the connection of the earthed conductor of the dc supply circuit to the earthing conductor at the equipment. If this connection is made, all of the following conditions must be met:

- This equipment shall be connected directly to the dc supply system earthing electrode conductor or to a bonding jumper from an earthing terminal bar or bus to which the dc supply system earthing electrode conductor is connected.
- This equipment shall be located in the same immediate area (such as, adjacent cabinets) as any other equipment that has a connection between the earthed conductor of the same dc supply circuit and the earthing conductor, and also the point of earthing of the dc system. The dc system shall not be earthed elsewhere.
- The dc supply source shall be located within the same premises as this equipment.
- Switching or disconnecting devices shall not be in the earthed circuit conductor between the dc source and the point of connection of the earthing electrode conductor.

Statement 31:



DANGER

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

To avoid a shock hazard:

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

To Connect:

1. Turn OFF all power sources and equipment that is to be attached to this product.
2. Attach signal cables to the product.
3. Attach power cords to the product.
 - For ac systems, use appliance inlets.
 - For dc systems, ensure correct polarity of -48 V dc connections: RTN is + and -48 V dc is -. Earth ground should use a two-hole lug for safety.
4. Attach signal cables to other devices.
5. Connect power cords to their sources.
6. Turn ON all the power sources.

To Disconnect:

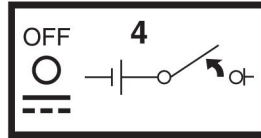
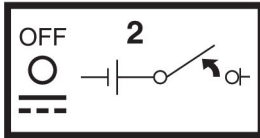
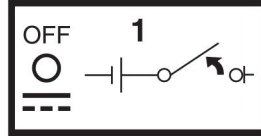
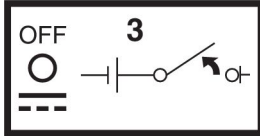
1. Turn OFF all power sources and equipment that is to be attached to this product.
 - For ac systems, remove all power cords from the chassis power receptacles or interrupt power at the ac power distribution unit.
 - For dc systems, disconnect dc power sources at the breaker panel or by turning off the power source. Then, remove the dc cables.
2. Remove the signal cables from the connectors.
3. Remove all cables from the devices.

Statement 33:



CAUTION:

This product does not provide a power-control button. Turning off blades or removing power modules and I/O modules does not turn off electrical current to the product. The product also might have more than one power cord. To remove all electrical current from the product, make sure that all power cords are disconnected from the power source.



Statement 34:



CAUTION:

To reduce the risk of electric shock or energy hazards:

- This equipment must be installed by trained service personnel in a restricted-access location, as defined by the NEC and IEC 60950-1, First Edition, The Standard for Safety of Information Technology Equipment.
- Connect the equipment to a properly grounded safety extra low voltage (SELV) source. A SELV source is a secondary circuit that is designed so that normal and single fault conditions do not cause the voltages to exceed a safe level (60 V direct current).
- Incorporate a readily available approved and rated disconnect device in the field wiring.
- See the specifications in the product documentation for the required circuit-breaker rating for branch circuit overcurrent protection.
- Use copper wire conductors only. See the specifications in the product documentation for the required wire size.
- See the specifications in the product documentation for the required torque values for the wiring-terminal screws.

Chapter 1. Introduction

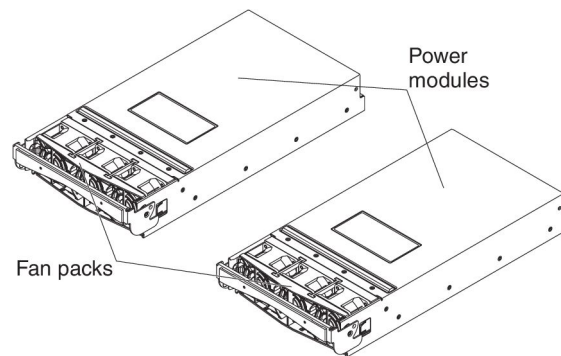
This document contains installation instructions and the warranty information for your IBM® BladeCenter® HT DC Power Modules.

See the documentation that comes with your BladeCenter HT unit for additional information about the power-supply modules. See "Connecting the BladeCenter HT Type 8740 to dc power" in the *BladeCenter HT Type 8740 and 8750 Installation and User's Guide* for information about connecting to dc power. Store this document with your BladeCenter HT documentation for future reference. See the *BladeCenter HT Type 8740 and 8750 Problem Determination and Service Guide* for replacement instructions.

Inventory checklist

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

The IBM BladeCenter HT DC Power Supply Modules option comes with the following items.



- Two power modules with fan packs installed
- This document, which includes the warranty information for the power modules

Connecting the BladeCenter HT type 8740 to dc-power:

Attention: Only trained service personnel, other than IBM service technicians, are authorized to make the connections to and disconnections from the -48 volt dc power source. IBM service technicians are not certified or authorized to install or remove the -48 volt power cable. The customer is responsible for ensuring that only trained service personnel install or remove the -48 volt power cable.

The BladeCenter HT unit does not have a power switch. The BladeCenter HT unit has four dc-power terminal connectors. Each dc terminal has four #M6 (0.25-inch) studs, one for -48 V dc, one for RETURN, and two for connecting the safety ground wire. The following guidelines are provided for connecting to the -48 V dc power source:

For 60 A models:

- The power source must have a minimum of 80 A overcurrent protection. See article 240, paragraph 3, table 310-16 of the National Electric Code for more information about electrical wiring requirements.

- The overcurrent protective device or circuit breaker must be accessible to service personnel to prevent the power from being turned on by someone other than the technician servicing the BladeCenter HT unit.
- The BladeCenter HT unit has a recommended dc wire rating of 4AWG (circular mil area of 33100-52600) and rated 90 degree C.

Note: The actual wire gauge and ring terminal will be determined by the current draw and the length of wire run or as specified by the customer premises guidelines.

- Flexible DC wiring is recommended to allow for minimum bend radius.
- The supply wiring to the power connectors must be terminated in UL recognized insulated ring terminals, sized for a M6 stud, 4 AWG wire (circular mil area of 33100-52600) and a wire insulation diameter of 12.8 to 13.1 mm is recommended. An example of this type of ring terminal is Amp Plasti-Grip type 52043-1 using Tyco Electronics Hydraulic Crimping Tool part number 1490749-1.
- For NEBS compliance, the protective earthing conductor must use copper conductors with a size minimum of 6 AWG (circular mil area of 20800-33100) and must be terminated in a UL recognized two hole lug sized for a M6 stud. An example of this type of two hole lug is the Thomas and Betts part number 54206 using the Thomas and Betts crimping tool model TBM-25S.
- Torque the wiring-terminal screws to 1.5 newton-meters (13.3 inch-pounds).

Notices and statements in this document

The caution and danger statements in this document are also in the multilingual *Safety Information* document, which is on the IBM *BladeCenter HT Documentation* CD. Each statement is numbered for reference to the corresponding statement in your language in the *Safety Information* document.

The following notices and statements are used in this document:

- **Note:** These notices provide important tips, guidance, or advice.
- **Important:** These notices provide information or advice that might help you avoid inconvenient or problem situations.
- **Attention:** These notices indicate potential damage to programs, devices, or data. An attention notice is placed just before the instruction or situation in which damage might occur.
- **Caution:** These statements indicate situations that can be potentially hazardous to you. A caution statement is placed just before the description of a potentially hazardous procedure step or situation.
- **Danger:** These statements indicate situations that can be potentially lethal or extremely hazardous to you. A danger statement is placed just before the description of a potentially lethal or extremely hazardous procedure step or situation.

Chapter 2. Installing power modules

This chapter provides instructions for installing the power modules in your BladeCenter HT unit.

Important: Nonredundant power operation is not supported in BladeCenter HT units. Power modules must always be installed in power-module bays 1 and 2. If a blade server or other device is installed in blade server bays 7 through 12, or if an I/O module is in I/O-module bays 7 through 10, power modules must be present in all four power module bays. Refer to the labeling on the BladeCenter HT unit to determine proper location.

BladeCenter HT units are configured for redundant power operation only. If a power module fails or if a dc input or power-source failure occurs, the BladeCenter HT unit operates in nonredundant mode, but you must replace the failing power module or correct a power-source failure as soon as possible to restore redundant power operation.

Installation guidelines

Before you install the power modules read the following information:

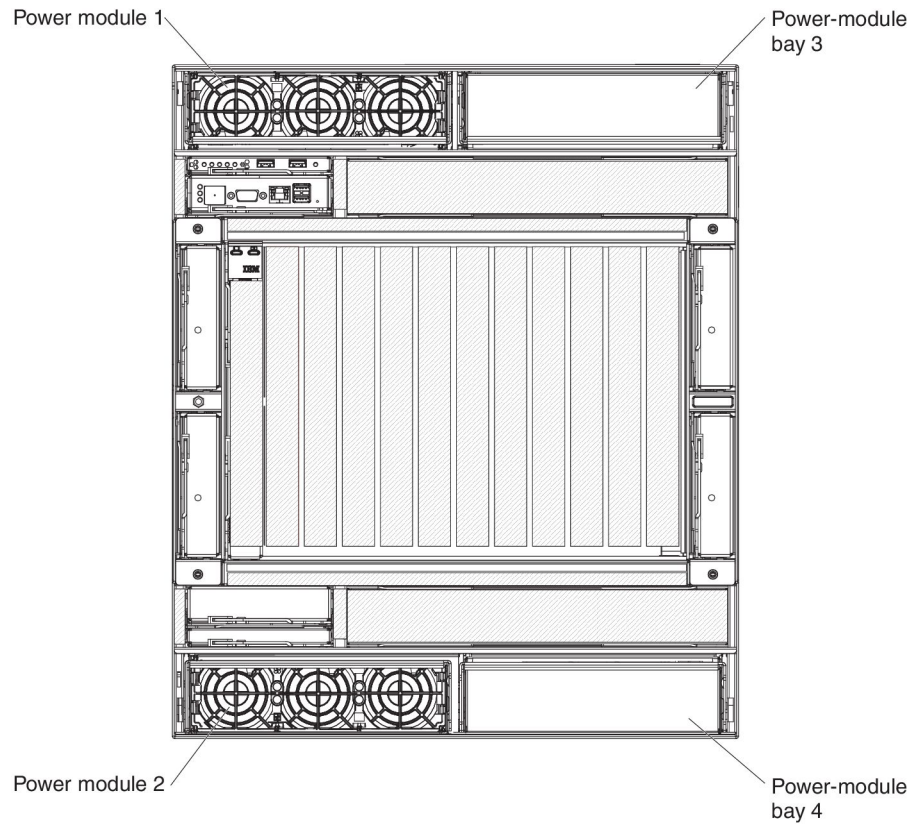
- You do not have to disconnect the BladeCenter HT unit from power to install or replace any of the hot-swap power modules in the front of the BladeCenter HT unit.
- The BladeCenter HT unit is separated into two power domains. Power domain 1 uses power modules 1 and 2 and supports the following devices:
 - Blade servers 1 through 6
 - Management modules 1 and 2
 - I/O modules 1 through 4
 - Media trays 1 and 2
 - Alarm panel module
 - All four fan modules

Power domain 2 uses power modules 3 and 4 and supports the following devices:

- Blade servers 7 through 12
- I/O modules 7 through 10

Important: Power modules in the same power domain must be a matched pair. Power domain 1 uses power modules 1 and 2. Power domain 2 uses power modules 3 and 4.

- For a list of supported optional devices for the BladeCenter HT unit, go to <http://www.ibm.com/servers/eserver/serverproven/compat/us/>.
- The BladeCenter HT unit supports up to four hot-swap power modules. Every module is keyed so that it can be inserted only one way in a power-module bay. See the following illustration for the location of each power-module bay on the front of the BladeCenter HT unit.



Important: To help ensure proper cooling and system reliability, make sure that a removed hot-swap power module or power module filler is replaced within 1 minute of removal.

Handling static-sensitive devices

Attention: Static electricity can damage electronic devices. To avoid damage, keep static-sensitive devices in their static-protective packages until you are ready to install them.

Use an electrostatic discharge (ESD) wrist strap and the ESD connectors on the BladeCenter HT unit. ESD is the release of stored static electricity that can damage electronic circuits. Static electricity is often stored in your body and discharged when you come in contact with an object with a different potential. The ESD wrist strap safely channels the electricity from your body to a proper ground (the BladeCenter HT unit).

Use an ESD wrist strap whenever you are working on the BladeCenter HT unit, especially when you handle modules, blade servers, and other devices. To work properly, the wrist strap must have a good contact at both ends (touching your skin at one end and connected to the ESD connector on the front or back of the BladeCenter HT unit).

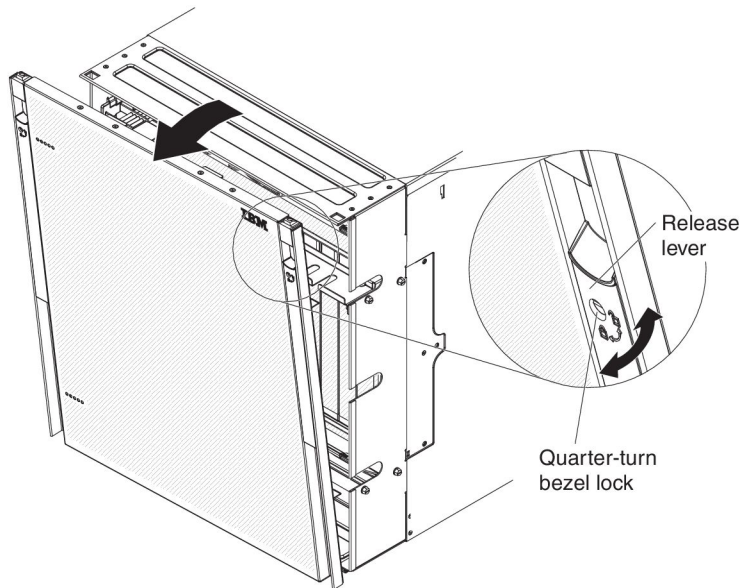
To reduce the possibility of electrostatic discharge, observe the following precautions:

- Limit your movement. Movement can cause static electricity to build up around you.
- Handle the device carefully, holding it by its edges or its frame.
- Do not touch solder joints, pins, or exposed circuitry.
- Do not leave the device where others can handle and damage it.
- While the device is still in its static-protective package, touch it to an unpainted metal part of the BladeCenter HT unit for at least 2 seconds. This drains static electricity from the package and from your body.
- Remove the device from its package and install it directly into the BladeCenter HT unit without setting down the device. If it is necessary to set down the device, place it back into its static-protective package. Do not place the device on the BladeCenter HT unit or on a metal surface.
- Take additional care when you handle devices during cold weather. Heating reduces indoor humidity and increases static electricity.

Removing the BladeCenter HT Bezel

When you work with power modules in the BladeCenter HT unit, you must remove the bezel from the BladeCenter HT unit to access the power modules.

If necessary, remove the bezel from the front of the BladeCenter HT unit by completing the following steps.

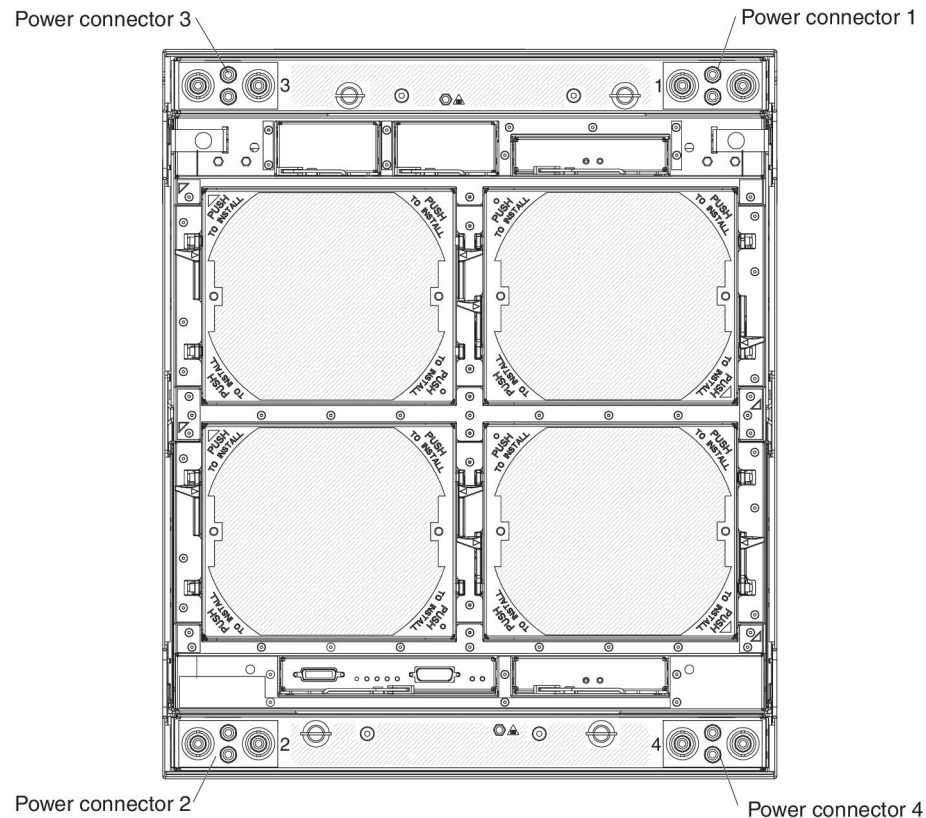


1. Read the safety information that begins on page v, “Installation guidelines” on page 3 and “Handling static-sensitive devices” on page 5.
2. Using a small flat-tipped screwdriver, turn the quarter-turn bezel locks to the unlocked position.
3. Press down on the release latches while rotating the top of the bezel away from the BladeCenter unit; then, remove the bezel from the BladeCenter HT unit.

Installing the Power Modules

To install the power modules in power-module bays 3 and 4 in the BladeCenter HT unit, complete the following steps.

Note: These instructions assume that the BladeCenter HT unit is connected to power.



1. Read the safety information that begins on page v, “Installation guidelines” on page 3, and “Handling static-sensitive devices” on page 5.
2. Remove the bezel from the BladeCenter HT unit (see “Removing the BladeCenter HT Bezel” on page 6).

Note: Power connectors 2 and 4 on the rear of the BladeCenter HT unit are opposite from the power module bay positions in the front of the BladeCenter HT unit.

Statement 8:

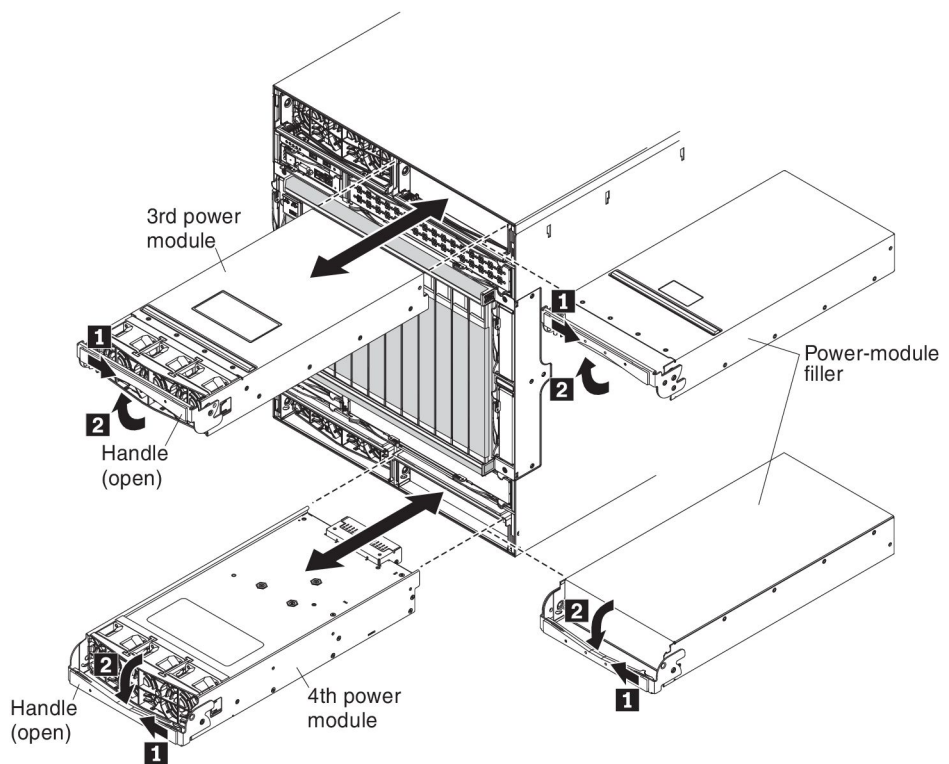


CAUTION:

Never remove the cover on a power supply or any part that has the following label attached.



Hazardous voltage, current, and energy levels are present inside any component that has this label attached. There are no serviceable parts inside these components. If you suspect a problem with one of these parts, contact a service technician.



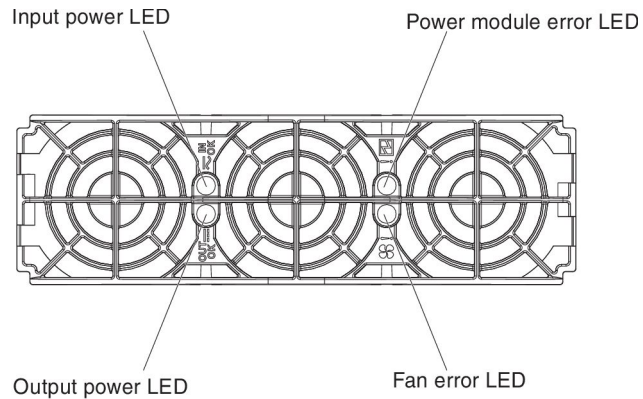
3. Remove the power-module bay filler from the bay.

Attention: To help ensure proper cooling and system reliability, make sure that you replace a removed power-module bay filler with a power module within 1 minute.

4. Open the handle on the power module:
 - For power-module bay 3, push the orange release latch on the handle to the right and rotate the handle up.
 - For power-module bay 4, push the orange release latch on the handle to the left and rotate the handle down.

Attention: Do not carry the power module by the handle only. You must support the weight of the power module with both hands.

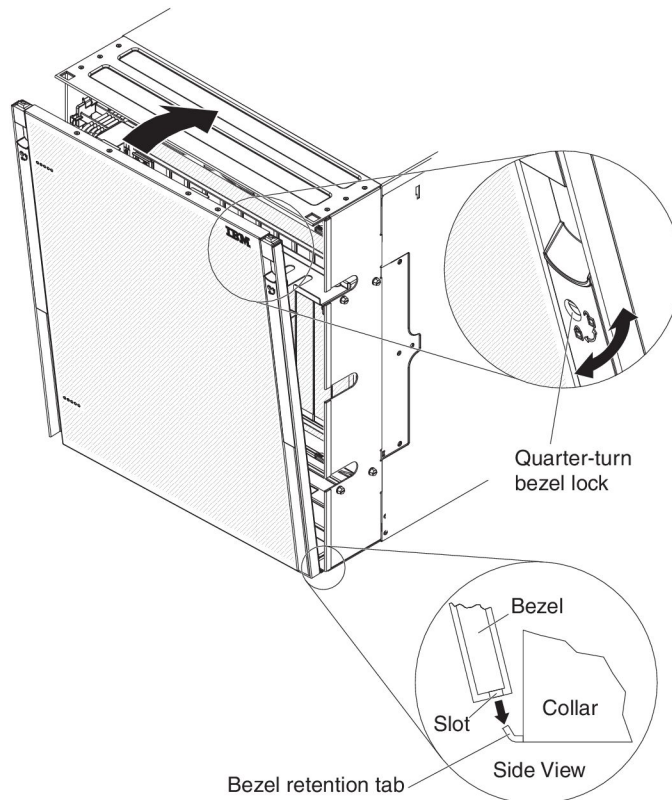
5. Slide the power module into the bay until it stops.
6. Close the handle on the power module:
 - For power-module bay 3, rotate the handle down and push it in until it locks into place.
 - For power-module bay 4, rotate the handle up and push it in until it locks into place.
7. Connect the BladeCenter HT unit to a power source.



8. Check the LEDs on the power module:
 - Make sure that the input and output LEDs are lit.
 - Make sure that the error LEDs are not lit.
 - See the *BladeCenter HT Type 8740 and 8750 Problem Determination and Service Guide* for LED error messages.
9. Repeat steps 3 through 8 for the second power module.
10. Install the bezel on the BladeCenter HT unit, if you removed it prior to installing the power modules (see “Installing the BladeCenter HT bezel” on page 10).

Installing the BladeCenter HT bezel

To install the bezel, complete the following steps.



1. Place the bottom edge of the bezel against the bezel frame.
2. Rotate the top of the bezel toward the BladeCenter HT unit until it clicks into place.
3. Turn the quarter-turn bezel lock to the locked position.

Appendix A. IBM Statement of Limited Warranty Z125-4753-09 08/2006

Part 1 - General Terms

Part 1 - General Terms

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

What this Warranty Covers

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

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

What this Warranty Does not Cover

This warranty does not cover the following:

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

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

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

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

How to Obtain Warranty Service

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

What IBM Will Do to Correct Problems

When you contact IBM for service, you must follow the problem determination and resolution procedures that IBM specifies. An initial diagnosis of your problem can be made either by a technician over the telephone or electronically by access to an IBM website.

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

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

If your problem can be resolved with a Customer Replaceable Unit (“CRU”) (e.g., keyboard, mouse, speaker, memory, hard disk drive), 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 your reseller, if approved by IBM to provide warranty service, will either, at its discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. If IBM is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

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

Exchange of a Machine or Part

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

Your Additional Responsibilities

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

You also agree to:

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

Limitation of Liability

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

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

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

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

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

UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF,

OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Governing Law

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

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

Jurisdiction

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

Part 2 - Country-unique Terms

AMERICAS

ARGENTINA

Jurisdiction: *The following is added after the first sentence:*

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

BOLIVIA

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the courts of the city of La Paz.

BRAZIL

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the court of Rio de Janeiro, RJ.

CHILE

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Civil Courts of Justice of Santiago.

COLOMBIA

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges of the Republic of Colombia.

EQUADOR

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges of Quito.

MEXICO

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Federal Courts of Mexico City, Federal District.

PARAGUAY

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the courts of the city of Asuncion.

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").

URUGUAY

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the City of Montevideo Court's Jurisdiction.

VENEZUELA

Jurisdiction: *The following is added after the first sentence:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Courts of the Metropolitan Area Of the City of Caracas.

NORTH AMERICA

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

To obtain warranty service from IBM in Canada or the United States, call 1-800-IBM-SERV (426-7378).

CANADA

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

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

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

laws in the Province of Ontario.

UNITED STATES

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

laws of the State of New York.

ASIA PACIFIC

AUSTRALIA

What this Warranty Covers: *The following paragraph is added to this section:*

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

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

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

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

laws of the State or Territory.

CAMBODIA 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. OF CHINA AND MACAU S.A.R. OF CHINA

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

INDIA

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

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

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

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

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

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

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

JAPAN

Governing Law: *The following sentence is added to this section:*

Any doubts concerning this Statement of Limited Warranty will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA

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

NEW ZEALAND

What this Warranty Covers: *The following paragraph is added to this section:*

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

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

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

PEOPLE'S REPUBLIC OF CHINA (PRC)

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

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

PHILIPPINES

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

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

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

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

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

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

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

SINGAPORE

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

EUROPE, MIDDLE EAST, AFRICA (EMEA)

THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:

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

How to Obtain Warranty Service:

*Add the following paragraph in **Western Europe** (Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, 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 purchased a Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

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

Governing Law:

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

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

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

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

Greece, b) Tel Aviv-Jaffa for **Israel**, c) Milan for **Italy**, d) Lisbon for **Portugal**, and e) Madrid for **Spain**; and 9) **in the United Kingdom**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

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

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

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

EUROPEAN UNION (EU)

THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:

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.

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

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

You may contact IBM at the following address:

IBM Warranty & Service Quality Dept.
PO Box 30
Spango Valley
Greenock
Scotland PA16 0AH

CONSUMERS

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

**AUSTRIA, DENMARK, FINLAND, GREECE, ITALY, 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:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty or due to any other cause related to this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges you paid for the Machine. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

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

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

FRANCE AND BELGIUM

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

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges you paid for the Machine that has caused the damages. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

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

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

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

AUSTRIA

The provisions of this Statement of Limited Warranty replace any applicable statutory warranties.

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

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

The following paragraphs are added to this section:

The limitation period for consumers in action for breach of warranty is the statutory period as a minimum. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a partial refund as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What IBM Will Do to Correct Problems: *The following is added to this section:*

During the warranty period, IBM will reimburse you for the transportation charges for the delivery of the failing Machine to IBM.

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

The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

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

EGYPT

Limitation of Liability: *The following replaces item 2 in this section:*

as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

Applicability of suppliers and resellers (unchanged).

FRANCE

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

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

GERMANY

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

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

The following paragraphs are added to this section:

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

The second paragraph does not apply.

What IBM Will Do to Correct Problems: *The following is added to this section:*

During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

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

The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

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

HUNGARY

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

The limitation and exclusion specified herein shall not apply to liability for a breach of contract damaging life, physical well-being, or health that has been caused intentionally, by gross negligence, or by a criminal act.

The parties accept the limitations of liability as valid provisions and state that the Section 314.(2) of the Hungarian Civil Code applies as the acquisition price as well as other advantages arising out of the present Statement of Limited Warranty balance this limitation of liability.

IRELAND

What this Warranty Covers: *The following is added to this section:*

Except as expressly provided in these terms and conditions, all statutory conditions, including all warranties implied, but without prejudice to the generality of the foregoing all warranties implied by the Sale of Goods Act 1893 or the Sale of Goods and Supply of Services Act 1980 are hereby excluded.

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

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM.

This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for death or personal injury caused by the negligence of IBM.
2. Subject always to the **Items for Which IBM is Not Liable** below, IBM will accept unlimited liability for physical damage to your tangible property resulting from the negligence of IBM.
3. Except as provided in items 1 and 2 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125% of the amount you paid for the Machine directly relating to the Default.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM, its suppliers or resellers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

SLOVAKIA

Limitation of Liability: *The following is added to the end of the last paragraph:*

The limitations apply to the extent they are not prohibited under §§ 373-386 of the Slovak Commercial Code.

SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

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

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

UNITED KINGDOM

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

For the purposes of this section, a “Default” means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM.

This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for:
 - a. death or personal injury caused by the negligence of IBM; and
 - b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section.
2. IBM will accept unlimited liability, subject always to the **Items for Which IBM is Not Liable** below, for physical damage to your tangible property resulting from the negligence of IBM.
3. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in items 1 and 2 above, exceed the greater of 1) Pounds Sterling 75,000, or 2) 125% of the total purchase price payable or the charges for the Machine directly relating to the Default.

These limits also apply to IBM's suppliers and resellers. They state the maximum for which IBM and such suppliers and resellers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or resellers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

Part 3 - Warranty Information

This Part 3 provides information regarding the warranty applicable to your Machine, including the warranty period and type of warranty service IBM provides.

Warranty Period

The warranty period may vary by country or region and is specified in the table below.

Note: “Region” means either Hong Kong or Macau Special Administrative Region of China.

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

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

Machine - IBM BladeCenter DC Power Modules

Country or Region of Purchase	Warranty Period	Type of Warranty Service	Service Level*
Worldwide	Parts - 3 years, Labor- 3 years	5	1

See “Types of Warranty Service” and “Service Levels” for explanations of warranty-service types and service levels.

Types of Warranty Service

If required, IBM provides repair or exchange service depending on the type of warranty service specified for your Machine in the above table and as described below. Warranty service may be provided by your reseller if approved by IBM to perform warranty service. Scheduling of service will depend upon the time of your call and is subject to parts availability. Service levels are response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations, additional charges may apply outside IBM’s normal service area, contact your local IBM representative or your reseller for country and location specific information.

1. **Customer Replaceable Unit (“CRU”) Service**

IBM 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. Installation of Tier 1 CRUs 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 30 days of your receipt of the replacement.

2. **On-site Service**

IBM or your reseller will either repair or exchange the failing Machine at your location and verify its operation. You must provide suitable working area to allow disassembly and reassembly of the IBM Machine. The area must be clean, well lit and suitable for the purpose. For some Machines, certain repairs may require sending the Machine to an IBM service center.

3. Courier or Depot Service*

You will disconnect the failing Machine for collection arranged by IBM. IBM will provide you with a shipping container for you to return your Machine to a designated service center. A courier will pick up your Machine and deliver it to the designated service center. Following its repair or exchange, IBM will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification.

4. Customer Carry-In or Mail-In Service

You will deliver or mail as IBM specifies (prepaid unless IBM specifies otherwise) the failing Machine suitably packaged to a location IBM designates. After IBM has repaired or exchanged the Machine, IBM will make it available for your collection or, for Mail-in Service, IBM will return it to you at IBM's expense, unless IBM specifies otherwise. You are responsible for the subsequent installation and verification of the Machine.

5. CRU and On-site Service

This type of Warranty Service is a combination of Type 1 and Type 2 (see above).

6. CRU and Courier or Depot Service

This type of Warranty Service is a combination of Type 1 and Type 3 (see above).

7. CRU and Customer Carry-In or Mail-In Service

This type of Warranty Service is a combination of Type 1 and Type 4 (see above).

When a 5, 6 or 7 type of warranty service is listed, IBM will determine which type of warranty service is appropriate for the repair.

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. Certain Machines with a Same Day On-site response-time objective may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution.

1. Next Business Day (NBD), 9X5

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location on the next business day. Service will be provided from 8:00 a.m. to 5:00 p.m. in your local time zone, Monday through Friday, excluding holidays.

2. Same Business Day (SBD), 9X5

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location within four hours. Service will be provided from 8:00 a.m. to 5:00 p.m. in your local time zone, Monday through Friday, excluding local IBM holidays. If after 1:00 p.m. it is determined that on-site service is required, a service technician will be scheduled to arrive the morning of the following business day.

3. Same Day (SD), 24X7

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location within four hours. This type of service will be provided 24 hours a day, every day, including holidays.

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 following IBM Internet website:
http://www.ibm.com/servers/support/machine_warranties/.

Appendix B. Getting help and technical assistance

If you need help, service, or technical assistance or just want more information about IBM products, you will find a wide variety of sources available from IBM to assist you. Use this information to obtain additional information about IBM and IBM products, determine what to do if you experience a problem with your IBM system or optional device, and determine whom to call for service, if it is necessary.

Before you call

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

- Check all cables to make sure that they are connected.
- Check the power switches to make sure that the system and any optional devices are turned on.
- Check for updated firmware and operating-system device drivers for your IBM product. The IBM Warranty terms and conditions state that you, the owner of the IBM product, are responsible for maintaining and updating all software and firmware for the product (unless it is covered by an additional maintenance contract). Your IBM service technician will request that you upgrade your software and firmware if the problem has a documented solution within a software upgrade.
- If you have installed new hardware or software in your environment, check <http://www.ibm.com/systems/info/x86servers/serverproven/compat/us/> to make sure that the hardware and software is supported by your IBM product.
- Go to <http://www.ibm.com/supportportal/> to check for information to help you solve the problem.
- Gather the following information to provide to IBM Support. This data will help IBM Support quickly provide a solution to your problem and ensure that you receive the level of service for which you might have contracted.
 - Hardware and Software Maintenance agreement contract numbers, if applicable
 - Machine type number (IBM 4-digit machine identifier)
 - Model number
 - Serial number
 - Current system UEFI and firmware levels
 - Other pertinent information such as error messages and logs
- Go to http://www.ibm.com/support/entry/portal/Open_service_request/ to submit an Electronic Service Request. Submitting an Electronic Service Request will start the process of determining a solution to your problem by making the pertinent information available to IBM Support quickly and efficiently. IBM service technicians can start working on your solution as soon as you have completed and submitted an Electronic Service Request.

You can solve many problems without outside assistance by following the troubleshooting procedures that IBM provides in the online help or in the documentation that is provided with your IBM product. The documentation that comes with IBM systems also describes the diagnostic tests that you can perform. Most systems, operating systems, and programs come with documentation that

contains troubleshooting procedures and explanations of error messages and error codes. If you suspect a software problem, see the documentation for the operating system or program.

Using the documentation

Information about your IBM system and preinstalled software, if any, or optional device is available in the documentation that comes with the product. That documentation can include printed documents, online documents, readme files, and help files. See the troubleshooting information in your system documentation for instructions for using the diagnostic programs. The troubleshooting information or the diagnostic programs might tell you that you need additional or updated device drivers or other software. IBM maintains pages on the World Wide Web where you can get the latest technical information and download device drivers and updates. To access these pages, go to <http://www.ibm.com/supportportal/>. Also, some documents are available through the IBM Publications Center at <http://www.ibm.com/shop/publications/order/>.

Getting help and information from the World Wide Web

On the World Wide Web, up-to-date information about IBM systems, optional devices, services, and support is available at <http://www.ibm.com/supportportal/>. The address for IBM System x[®] information is <http://www.ibm.com/systems/x/>. The address for IBM BladeCenter information is <http://www.ibm.com/systems/bladecenter/>. The address for IBM IntelliStation[®] information is <http://www.ibm.com/systems/intellistation/>.

How to send Dynamic System Analysis data to IBM

Use the IBM Enhanced Customer Data Repository to send diagnostic data to IBM. Before you send diagnostic data to IBM, read the terms of use at <http://www.ibm.com/de/support/ecurep/terms.html>.

You can use any of the following methods to send diagnostic data to IBM:

- **Standard upload:** http://www.ibm.com/de/support/ecurep/send_http.html
- **Standard upload with the system serial number:** http://www.ecurep.ibm.com/app/upload_hw
- **Secure upload:** http://www.ibm.com/de/support/ecurep/send_http.html#secure
- **Secure upload with the system serial number:** https://www.ecurep.ibm.com/app/upload_hw

Creating a personalized support web page

At <http://www.ibm.com/support/mynotifications/>, you can create a personalized support web page by identifying IBM products that are of interest to you. From this personalized page, you can subscribe to weekly email notifications about new technical documents, search for information and downloads, and access various administrative services.

Software service and support

Through IBM Support Line, you can get telephone assistance, for a fee, with usage, configuration, and software problems with your IBM products. For information about which products are supported by Support Line in your country or region, see <http://www.ibm.com/services/supline/products/>.

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

Hardware service and support

You can receive hardware service through your IBM reseller or IBM Services. To locate a reseller authorized by IBM to provide warranty service, go to <http://www.ibm.com/partnerworld/> and click **Find Business Partners** on the right side of the page. For IBM support telephone numbers, see <http://www.ibm.com/planetwide/>. In the U.S. and Canada, call 1-800-IBM-SERV (1-800-426-7378).

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

IBM Taiwan product service

台灣 IBM 產品服務聯絡方式：
台灣國際商業機器股份有限公司
台北市松仁路 7 號 3 樓
電話：0800-016-888

IBM Taiwan product service contact information:
IBM Taiwan Corporation
3F, No 7, Song Ren Rd.
Taipei, Taiwan
Telephone: 0800-016-888

Appendix C. Notices

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

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UNIX is a registered trademark of The Open Group in the United States and other countries.

Important notes

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

CD or DVD drive speed is the variable read rate. Actual speeds vary and are often less than the possible maximum.

When referring to processor storage, real and virtual storage, or channel volume, KB stands for 1024 bytes, MB stands for 1,048,576 bytes, and GB stands for 1,073,741,824 bytes.

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

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

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

Each solid-state memory cell has an intrinsic, finite number of write cycles that the cell can incur. Therefore, a solid-state device has a maximum number of write cycles that it can be subjected to, expressed as “total bytes written” (TBW). A device that has exceeded this limit might fail to respond to system-generated commands or might be incapable of being written to. IBM is not responsible for replacement of a device that has exceeded its maximum guaranteed number of program/erase cycles, as documented in the Official Published Specifications for the device.

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IBM makes no representations or warranties with respect to non-IBM products. Support (if any) for the non-IBM products is provided by the third party, not IBM.

Some software might differ from its retail version (if available) and might not include user manuals or all program functionality.

Particulate contamination

Attention: Airborne particulates (including metal flakes or particles) and reactive gases acting alone or in combination with other environmental factors such as humidity or temperature might pose a risk to the server that is described in this document. Risks that are posed by the presence of excessive particulate levels or concentrations of harmful gases include damage that might cause the server to malfunction or cease functioning altogether. This specification sets forth limits for particulates and gases that are intended to avoid such damage. The limits must not be viewed or used as definitive limits, because numerous other factors, such as temperature or moisture content of the air, can influence the impact of particulates or environmental corrosives and gaseous contaminant transfer. In the absence of specific limits that are set forth in this document, you must implement practices that maintain particulate and gas levels that are consistent with the protection of human health and safety. If IBM determines that the levels of particulates or gases in your environment have caused damage to the server, IBM may condition provision of repair or replacement of servers or parts on implementation of appropriate remedial measures to mitigate such environmental contamination. Implementation of such remedial measures is a customer responsibility.

Table 1. Limits for particulates and gases

Contaminant	Limits
Particulate	<ul style="list-style-type: none"> The room air must be continuously filtered with 40% atmospheric dust spot efficiency (MERV 9) according to ASHRAE Standard 52.2¹. Air that enters a data center must be filtered to 99.97% efficiency or greater, using high-efficiency particulate air (HEPA) filters that meet MIL-STD-282. The deliquescent relative humidity of the particulate contamination must be more than 60%². The room must be free of conductive contamination such as zinc whiskers.
Gaseous	<ul style="list-style-type: none"> Copper: Class G1 as per ANSI/ISA 71.04-1985³ Silver: Corrosion rate of less than 300 Å in 30 days

¹ ASHRAE 52.2-2008 - *Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size*. Atlanta: American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc.

² The deliquescent relative humidity of particulate contamination is the relative humidity at which the dust absorbs enough water to become wet and promote ionic conduction.

³ ANSI/ISA-71.04-1985. *Environmental conditions for process measurement and control systems: Airborne contaminants*. Instrument Society of America, Research Triangle Park, North Carolina, U.S.A.

Documentation format

The publications for this product are in Adobe Portable Document Format (PDF) and should be compliant with accessibility standards. If you experience difficulties when you use the PDF files and want to request a web-based format or accessible PDF document for a publication, direct your mail to the following address:

*Information Development
IBM Corporation
205/A015
3039 E. Cornwallis Road
P.O. Box 12195
Research Triangle Park, North Carolina 27709-2195
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In the request, be sure to include the publication part number and title.

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This product may not be certified in your country for connection by any means whatsoever to interfaces of public telecommunications networks. Further certification may be required by law prior to making any such connection. Contact an IBM representative or reseller for any questions.

Electronic emission notices

When you attach a monitor to the equipment, you must use the designated monitor cable and any interference suppression devices that are supplied with the monitor.

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.

Properly shielded and grounded cables and connectors must be used in order to meet FCC emission limits. IBM is not responsible for any radio or television interference caused by using other than recommended cables and connectors or 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.

Australia and New Zealand Class A statement

Attention: This is a Class A product. In a domestic environment this product may cause radio interference in which case the user may be required to take adequate measures.

European Union EMC Directive conformance statement

This product is in conformity with the protection requirements of EU Council Directive 2004/108/EC on the approximation of the laws of the Member States relating to electromagnetic compatibility. IBM cannot accept responsibility for any failure to satisfy the protection requirements resulting from a nonrecommended modification of the product, including the fitting of non-IBM option cards.

Attention: This is an EN 55022 Class A product. In a domestic environment this product may cause radio interference in which case the user may be required to take adequate measures.

Responsible manufacturer:

International Business Machines Corp.
New Orchard Road
Armonk, New York 10504
914-499-1900

European Community contact:

IBM Deutschland GmbH
Technical Regulations, Department M372
IBM-Allee 1, 71139 Ehningen, Germany
Telephone: +49 7032 15 2941
Email: lugi@de.ibm.com

Germany Class A statement

Deutschsprachiger EU Hinweis:

Hinweis für Geräte der Klasse A EU-Richtlinie zur Elektromagnetischen Verträglichkeit

Dieses Produkt entspricht den Schutzanforderungen der EU-Richtlinie 2004/108/EG zur Angleichung der Rechtsvorschriften über die elektromagnetische Verträglichkeit in den EU-Mitgliedsstaaten und hält die Grenzwerte der EN 55022 Klasse A ein.

Um dieses sicherzustellen, sind die Geräte wie in den Handbüchern beschrieben zu installieren und zu betreiben. Des Weiteren dürfen auch nur von der IBM empfohlene Kabel angeschlossen werden. IBM übernimmt keine Verantwortung für die Einhaltung der Schutzanforderungen, wenn das Produkt ohne Zustimmung der IBM verändert bzw. wenn Erweiterungskomponenten von Fremdherstellern ohne Empfehlung der IBM gesteckt/eingebaut werden.

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Deutschland: Einhaltung des Gesetzes über die elektromagnetische Verträglichkeit von Geräten

Dieses Produkt entspricht dem "Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG)". Dies ist die Umsetzung der EU-Richtlinie 2004/108/EG in der Bundesrepublik Deutschland.

Zulassungsbescheinigung laut dem Deutschen Gesetz über die elektromagnetische Verträglichkeit von Geräten (EMVG) (bzw. der EMC EG Richtlinie 2004/108/EG) für Geräte der Klasse A

Dieses Gerät ist berechtigt, in Übereinstimmung mit dem Deutschen EMVG das EG-Konformitätszeichen - CE - zu führen.

Verantwortlich für die Einhaltung der EMV Vorschriften ist der Hersteller:

International Business Machines Corp.
New Orchard Road
Armonk, New York 10504
914-499-1900

Der verantwortliche Ansprechpartner des Herstellers in der EU ist:

IBM Deutschland GmbH
Technical Regulations, Abteilung M372
IBM-Allee 1, 71139 Ehningen, Germany
Telephone: +49 7032 15 2941
Email: lugi@de.ibm.com

Generelle Informationen:

Das Gerät erfüllt die Schutzanforderungen nach EN 55024 und EN 55022 Klasse A.

VCCI Class A statement

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This is a Class A product based on the standard of the Voluntary Control Council for Interference (VCCI). If this equipment is used in a domestic environment, radio interference may occur, in which case the user may be required to take corrective actions.

Japan Electronics and Information Technology Industries Association (JEITA) statement

高調波ガイドライン適合品

Japanese Electronics and Information Technology Industries Association (JEITA)
Confirmed Harmonics Guideline (products less than or equal to 20 A per phase)

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This is electromagnetic wave compatibility equipment for business (Type A). Sellers and users need to pay attention to it. This is for any areas other than home.

Russia Electromagnetic Interference (EMI) Class A statement

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