



IBM BladeCenter S
Types 7779 and 8886
Power Modules





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Power Modules

Note

Note: Before using this information and the product it supports, read the general information in Notices; and read the *IBM Safety Information* and the *IBM Systems Environmental Notices and User Guide* on the *IBM Documentation CD*.

Sixth Edition (July 2013)

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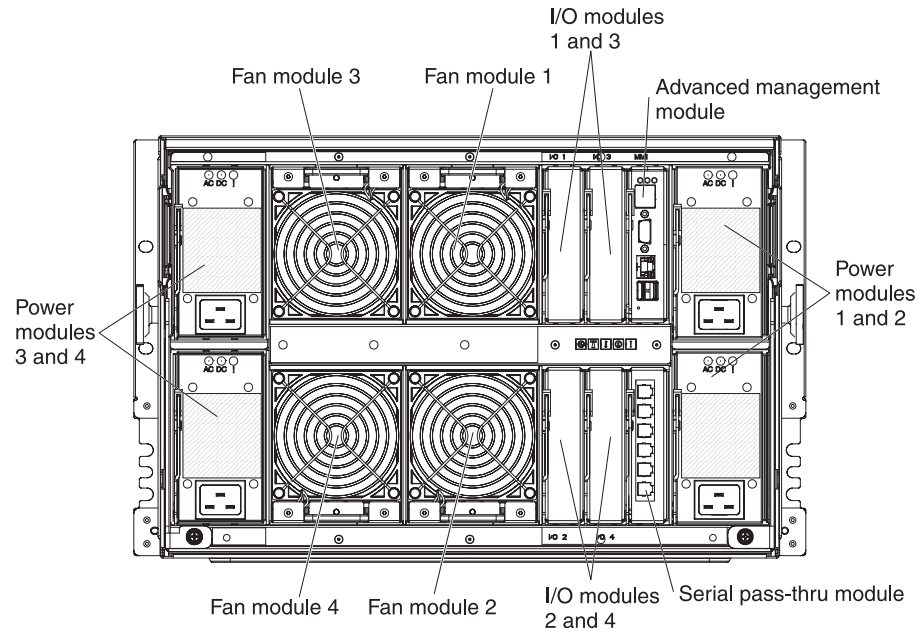
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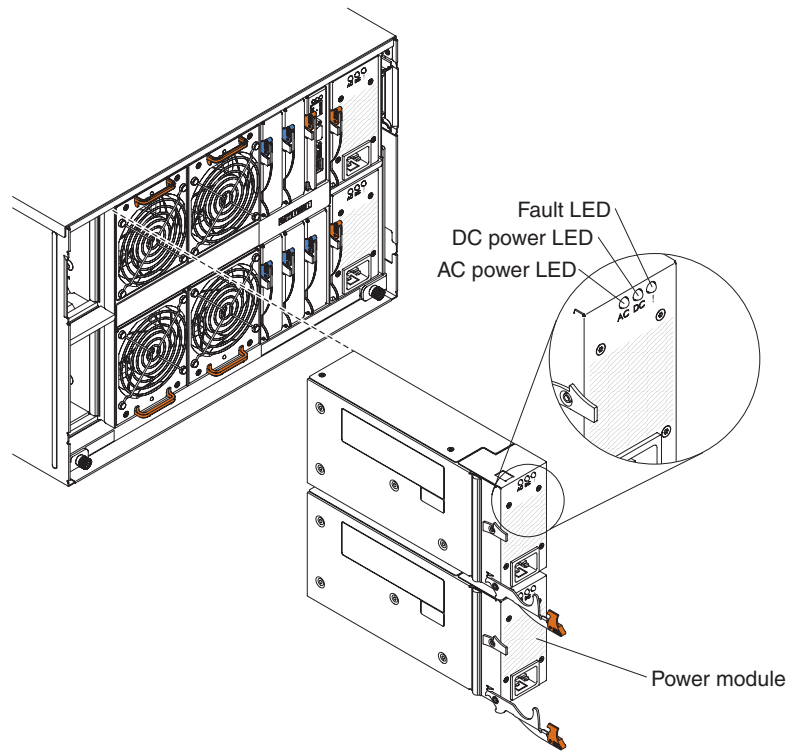
Chapter 1. BladeCenter S chassis power modules

A minimum of two power modules must be installed in power module bays 1 and 2 on the rear of the BladeCenter S chassis. Additional power modules, if installed, are installed in power module bays 3 and 4.



Power modules

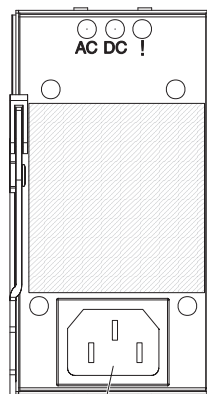
The BladeCenter S system supports up to four autoranging power modules that are capable of supporting either 110 V ac or 220 V ac.



There are two types of power modules. These power modules are identical except for the power cord connector; one power module has a C14 connector and the other power module has a C20 connector. Both types of power modules can be installed in the same chassis.

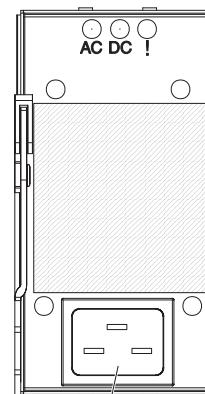
Table 1. Power modules used in the BladeCenter S system

Power module with C14 connector



C14 connector

Power module with C20 connector



C20 connector

Within the BladeCenter S chassis, all power supplies are combined into a single power domain, which distributes power to each of the blade servers and modules through the system midplane.

You must install a minimum of two power modules. If you install only two power modules, install them in power module bays 1 and 2 (the top and bottom power module bays on the right as you face the rear of the BladeCenter S chassis).

Note: You must install all four power modules if you are using both disk storage modules.

If you disengage or remove all devices from the front of the BladeCenter S chassis (media tray, blade servers, and disk storage modules), the power modules will be disabled.

Indicators and controls

There are three LEDs on each power module:

AC power

Lit (green). Power is being supplied to the power module.

DC power

Lit (green). Power is being supplied from the power module to the BladeCenter S chassis midplane.

Fault Lit (amber). There is a fault with the power module.

Note: Before unplugging the AC power cord from the power module or removing the power module from the BladeCenter S chassis, verify that the capacity of the remaining power modules are sufficient to meet the minimum power requirements for all components in the BladeCenter S chassis. You can view power status and requirements through the advanced management module.

For information on accessing and using the advanced management module, see the *Advanced Management Module User's Guide*.

1. Verify that the power modules are properly connected to an AC power source. All power modules in the BladeCenter S chassis must be connected to the same power input voltage (either 110 V ac or 220 V ac). Do not mix power input voltages.
2. Unplug the AC power cord from the power module and plug it in again.
3. Reseat the power supply.
4. Swap the AC power cord with a power cord that is known to be working.
5. Move the power module to another power module bay in the BladeCenter S chassis.

Chapter 2. Installation guidelines

Before you remove or replace a component, read the following information.

- Read Safety and “Handling static-sensitive devices” on page 6. This information will help you work safely.
- Observe good housekeeping in the area where you are working. Place removed covers and other parts in a safe place.
- You do not have to disconnect the BladeCenter S system from power to install or replace any of the hot-swap modules. You must shut down the operating system and turn off a hot-swap blade server before you remove it, but you do not have to remove power from the BladeCenter S system itself.
- Do not attempt to lift an object that you think is too heavy for you. If you have to lift a heavy object, observe the following precautions:
 - Make sure that you stand safely without slipping.
 - Distribute the weight of the object equally between your feet.
 - Use a slow lifting force. Never move suddenly or twist when you lift a heavy object.
 - To avoid straining the muscles in your back, lift by standing or by pushing up with your leg muscles.
- Make sure that you have an adequate number of properly grounded electrical outlets for the BladeCenter S system.
- Back up all important data before you make changes to disk drives.
- Have a small flat-blade screwdriver available.
- Orange on a component or an orange label on or near a component indicates that the component may be hot-swapped, which means that you can remove or install the component while the BladeCenter S system is running. (Orange can also indicate touch points on hot-swap components.) See the instructions for removing or installing a specific hot-swap component for any additional procedures that you might have to perform before you remove or install the component.
- Blue on a component indicates touch points, where you can grip the component to remove it from or install it in the BladeCenter S chassis, open or close a latch, and so on.

System reliability guidelines

To help ensure proper system cooling and system reliability, make sure the following requirements are met.

- Each of the module bays on the front and rear of the BladeCenter S chassis has either a module or a module bay filler installed in it.
- Each of the blade bays on the front of the BladeCenter S chassis has either a blade server or a blade bay filler installed in it.
- Each of the disk storage module bays has a disk storage module or disk storage module filler installed in it. If a disk storage module is installed, each of the drive bays has a hard disk drive or a hard disk drive bay filler installed in it.
- Each of the drive bays in a blade server storage expansion option has either a hot-swap drive or a filler panel installed.
- You have followed the cabling instructions that come with optional adapters.

- Cables for the optional modules are routed correctly.
- A failed fan module is replaced as soon as possible.

Handling static-sensitive devices

Make sure that you read these guidelines before handling static-sensitive devices.

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

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

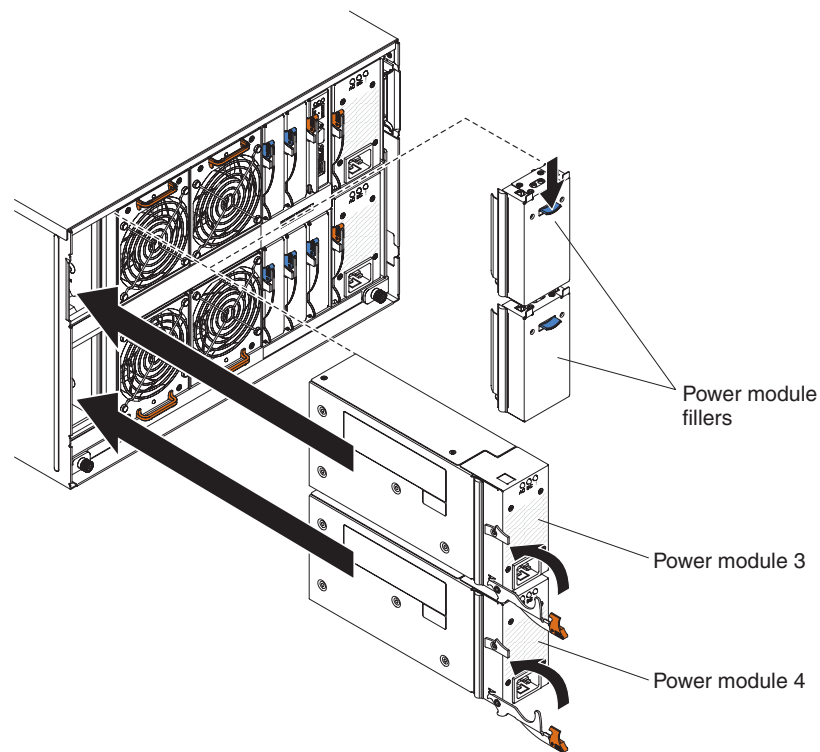
- Limit your movement. Movement can cause static electricity to build up around you.
- The use of a grounding system is recommended. For example, wear an electrostatic-discharge wrist strap, if one is available.
- Handle the device carefully, holding it by its edges or its frame.
- Do not touch solder 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 S chassis or rack 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 immediately without setting down the device. If it is necessary to set down the device, put it back into its static-protective package.
- Take additional care when you handle devices during cold weather. Heating reduces indoor humidity and increases static electricity.

Chapter 3. Installing a power module

You can install a power module while the BladeCenter S system is powered on. To install it, open the release handle, slide the power module into the power module bay, and close the release handle.

Notes:

- Make sure the power cord is not connected to the power module when installing the power module in a BladeCenter S chassis.
- On the rear of the power module, there is a plastic strain-relief tie that should not be removed.



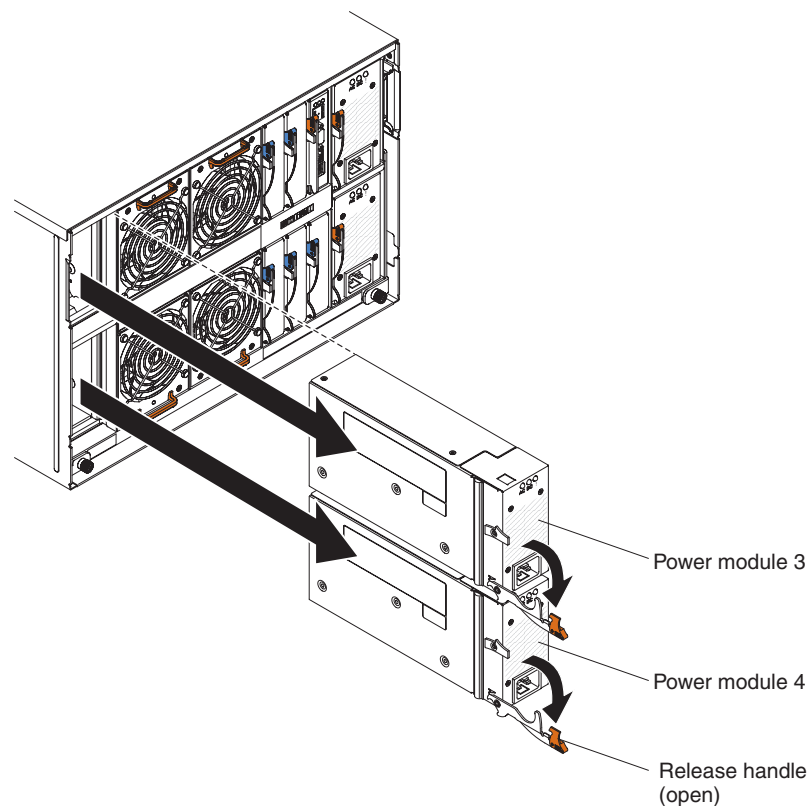
1. Open the release handle (rotate the handle down).
2. Slide the module into the power module bay until it stops.
3. Close the release handle (rotate the handle up).
4. Plug in the power cable.
5. Fasten the plastic retention tie.

Chapter 4. Removing a power module

You can remove a power module while the BladeCenter S system is powered on. To remove it, open the release handle and slide the power module out of the power module bay.

Attention:

- To maintain proper system cooling, do not operate the BladeCenter S system without a power module or power module filler in each power module bay. Install a power module or filler within one minute of the removal of a power module.
- If you are removing a functioning power module, make sure that power LEDs on the remaining power modules are lit and the power management policy you have chosen supports the removal of the power module. If not, shut down the operating systems and turn off all of the blade servers, before you proceed. (See the documentation that comes with the blade server for instructions for shutting down the blade server operating system and turning off the blade server.)



1. Disconnect the power cable.
2. Open the release handle (rotate the handle down).
3. Slide the power module out of the power module bay.
4. If you are instructed to return the power module, follow all packaging instructions, and use any packaging materials for shipping that are supplied to you.

Appendix A. Power cords

This section describes the power cords that are available for the C14 and C20 power modules.

Power cords - C14 power module

Several power cords are available for use with the C14 power module (CRU part number 39Y7403), depending on the location in the world where the cord will be used.

The following table lists the PDU power cord CRU part numbers.

Table 2. PDU power cords

CRU part number	Description
39M5508	2.0m, 13A/125-10A/250V, C13 to IEC 320-C14 Rack Power Cable
39M5509	2.8m, 13A/125-10A/250V, C13 to IEC 320-C14 Rack Power Cable
39M5510	4.3m, 13A/125-10A/250V, C13 to IEC 320-C14 Rack Power Cable
39M5392	2.8m, 15A/125-10A/250V, C13 to IEC 320-C20 Rack Power Cable

The following table lists the power cord CRU part numbers.

Table 3. Power cords

Country	CRU part number	Description
Argentina	39M5067	1.8m, 10A/220V, C13 to IRAM 2073
	39M5068	2.8m, 10A/220V, C13 to IRAM 2073
	39M5069	4.3m, 10A/220V, C13 to IRAM 2073
Australia / New Zealand	39M5101	1.8m, 10A/230V, C13 to AS/NZS 3112
	39M5102	2.8m, 10A/230V, C13 to AS/NZS 3112
	39M5103	4.3m, 10A/230V, C13 to AS/NZS 3112
Brazil	39M5239	1.8m, 10A/220V, C13 to NBR 6147
	39M5240	2.8m, 10A/220V, C13 to NBR 6147
	39M5241	4.3m, 10A/220V, C13 to NBR 6147
China	39M5205	1.8m, 10A/220V, C13 to GB 2099.1
	39M5206	2.8m, 10A/220V, C13 to GB 2099.1
	39M5207	4.3m, 10A/220V, C13 to GB 2099.1
Denmark	39M5129	1.8m, 10A/230V, C13 to DK2-5a
	39M5130	2.8m, 10A/230V, C13 to DK2-5a
	39M5131	4.3m, 10A/230V, C13 to DK2-5a
Europe	39M5122	1.8m, 10A/230V, C13 to CEE7-VII
	39M5123	2.8m, 10A/230V, C13 to CEE7-VII
	39M5124	4.3m, 10A/230V, C13 to CEE7-VII

Table 3. Power cords (continued)

Country	CRU part number	Description
India	39M5225	1.8m, 10A/240V, C13 to IS 6538
	39M5226	2.8m, 10A/240V, C13 to IS 6538
	39M5227	4.3m, 10A/240V, C13 to IS 6538
Israel	39M5171	1.8m, 10A/230V, C13 to SI 32
	39M5172	2.8m, 10A/230V, C13 to SI 32
	39M5173	4.3m, 10A/230V, C13 to SI 32
Italy	39M5164	1.8m, 10A/230V, C13 to CEI 23-16
	39M5165	2.8m, 10A/230V, C13 to CEI 23-16
	39M5166	4.3m, 10A/230V, C13 to CEI 23-16
Japan	39M5185	1.8m, 12A/200V, C13 to JIS C-8303
	39M5186	2.8m, 12A/200V, C13 to JIS C-8303
	39M5187	4.3m, 12A/200V, C13 to JIS C-8303
	39M5198	1.8m, 12A/100V, C13 to JIS C-8303
	39M5199	2.8m, 12A/100V, C13 to JIS C-8303
	39M5200	4.3m, 12A/100V, C13 to JIS C-8303
Korea	39M5218	1.8m, 12A/250V, C13 to KSC 8305
	39M5219	2.8m, 12A/250V, C13 to KSC 8305
	39M5220	4.3m, 12A/250V, C13 to KSC 8305
South Africa	39M5143	1.8m, 10A/230V, C13 to SABS 164
	39M5144	2.8m, 10A/230V, C13 to SABS 164
	39M5145	4.3m, 10A/230V, C13 to SABS 164
Switzerland	39M5157	1.8m, 10A/230V, C13 to SEV 1011
	39M5158	2.8m, 10A/230V, C13 to SEV 1011
	39M5159	4.3m, 10A/230V, C13 to SEV 1011
Taiwan	39M5253	1.8m, 10A/250V, C13 to CNS 10917-3
	39M5254	2.8m, 10A/250V, C13 to CNS 10917-3
	39M5255	4.3m, 10A/250V, C13 to CNS 10917-3
	39M5462	1.8m, 13A/125V, C13 to CNS 10917-3
	39M5463	2.8m, 13A/125V, C13 to CNS 10917-3
	39M5464	4.3m, 13A/125V, C13 to CNS 10917-3
United Kingdom	39M5150	1.8m, 10A/230V, C13 to BS 1363/A
	39M5151	2.8m, 10A/230V, C13 to BS 1363/A
	39M5152	4.3m, 10A/230V, C13 to BS 1363/A
United States	39M5094	1.8m, 10A/208V, C13 to NEMA 6-15P
	39M5095	2.8m, 10A/208V, C13 to NEMA 6-15P
	39M5096	4.3m, 10A/208V, C13 to NEMA 6-15P
	39M5511	1.8m, 13A/120V, C13 to NEMA 5-15P
	39M5512	2.8m, 13A/120V, C13 to NEMA 5-15P
	39M5513	4.3m, 13A/120V, C13 to NEMA 5-15P

Power cords - C20 power module

Several power cords are available for use with the C20 power module (CRU part number 39Y7367), depending on the location in the world where the cord will be used.

The following table lists the PDU power cord CRU part numbers.

Table 4. PDU power cords

CRU part number	Description
39M5388	2.0m, 16A/100-250V, C19 to IEC 320-C20 Rack Power Cable
39M5389	2.5m, 16A/100-240V, C19 to IEC 320-C20 Rack Power Cable

The following table lists the power cord CRU part numbers.

Table 5. Power cords

Country	CRU part number	Description
Argentina	39M5341	1.8m, 16A/220V, C19 to IRAM 2073
	39M5342	2.5m, 16A/220V, C19 to IRAM 2073
	39M5343	4.3m, 16A/220V, C19 to IRAM 2073
Australia / New Zealand	39M5329	1.8m, 15A/230V, C19 to AS/NZS 3112
	39M5330	2.5m, 15A/230V, C19 to AS/NZS 3112
	39M5331	4.3m, 15A/230V, C19 to AS/NZS 3112
Brazil	39M5349	1.8m, 15A/125V, C19 to NBR 6147
	39M5350	2.5m, 15A/125V, C19 to NBR 6147
	39M5351	4.3m, 15A/125V, C19 to NBR 6147
	39M5357	1.8m, 16A/220V, C19 to NBR 6147
	39M5358	2.5m, 16A/220V, C19 to NBR 6147
	39M5359	4.3m, 16A/220V, C19 to NBR 6147
China	39M5353	1.8m, 16A/220V, C19 to GB 2099.1
	39M5354	2.5m, 16A/220V, C19 to GB 2099.1
	39M5355	4.3m, 16A/220V, C19 to GB 2099.1
Denmark	39M5321	1.8m, 16A/230V, C19 to IEC 309-P+N+G
	39M5322	2.5m, 16A/230V, C19 to IEC 309-P+N+G
	39M5323	4.3m, 16A/230V, C19 to IEC 309-P+N+G
Europe	39M5281	1.8m, 16A/230V, C19 to CEE7-VII
	39M5282	2.5m, 16A/230V, C19 to CEE7-VII
	39M5283	4.3m, 16A/230V, C19 to CEE7-VII
India	39M5444	1.8m, 16A/240V, C19 to IS 6538
	39M5396	2.5m, 16A/240V, C19 to IS 6538
	39M5397	4.3m, 16A/240V, C19 to IS 6538
Israel	39M5309	1.8m, 16A/230V, C19 to SI 32
	39M5310	2.5m, 16A/230V, C19 to SI 32
	39M5311	4.3m, 16A/230V, C19 to SI 32

Table 5. Power cords (continued)

Country	CRU part number	Description
Italy	39M5297	1.8m, 16A/230V, C19 to CEI 23-16
	39M5298	2.5m, 16A/230V, C19 to CEI 23-16
	39M5299	4.3m, 16A/230V, C19 to CEI 23-16
Japan	39M5333	1.8m, 15A/200V, C19 to JIS C-8303
	39M5334	2.5m, 15A/200V, C19 to JIS C-8303
	39M5335	4.3m, 15A/200V, C19 to JIS C-8303
	39M5337	1.8m, 15A/100V, C19 to JIS C-8303
	39M5338	2.5m, 15A/100V, C19 to JIS C-8303
	39M5339	4.3m, 15A/100V, C19 to JIS C-8303
Korea	39M5345	1.8m, 15A/250V, C19 to KSC 8305
	39M5346	2.5m, 15A/250V, C19 to KSC 8305
	39M5347	2.5m, 15A/250V, C19 to KSC 8305
South Africa	39M5289	4.3m, 15A/250V, C19 to KSC 8305
	39M5290	2.5m, 16A/230V, C19 to SABS 164
	39M5291	4.3m, 16A/230V, C19 to SABS 164
Switzerland	39M5440	1.8m, 16A/230V, C19 to SEV 1011
	39M5441	2.5m, 16A/230V, C19 to SEV 1011
	39M5442	4.3m, 16A/230V, C19 to SEV 1011
Taiwan	39M5361	1.8m, 16A/125V, C19 to CNS 10917-3
	39M5362	2.5m, 16A/125V, C19 to CNS 10917-3
	39M5363	4.3m, 16A/125V, C19 to CNS 10917-3
	39M5365	1.8m, 16A/250V, C19 to CNS 10917-3
	39M5366	2.5m, 16A/250V, C19 to CNS 10917-3
	39M5367	4.3m, 16A/250V, C19 to CNS 10917-3
United Kingdom	39M5293	1.8m, 13A/230V, C19 to BS 1363/A
	39M5294	2.5m, 13A/230V, C19 to BS 1363/A
	39M5295	4.3m, 13A/230V, C19 to BS 1363/A
United States	39M5257	1.8m, 15A/120V, C19 to NEMA 5-15P
	39M5258	2.5m, 15A/120V, C19 to NEMA 5-15P
	39M5259	4.3m, 15A/120V, C19 to NEMA 5-15P
	39M5261	1.8m, 15A/208V, C19 to NEMA 6-15P
	39M5262	2.5m, 15A/208V, C19 to NEMA 6-15P
	39M5263	4.3m, 15A/208V, C19 to NEMA 6-15P
	39M5270	2.5m, 16A/120V, C19 to NEMA L5-20P
	39M5271	4.3m, 16A/120V, C19 to NEMA L5-20P
	39M5278	2.5m, 16A/208V, C19 to NEMA L6-20P
	39M5279	4.3m, 16A/208V, C19 to NEMA L6-20P

Appendix B. 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.**

This Statement of Limited Warranty is available, in multiple languages, at the following IBM Internet Web site: http://www.ibm.com/servers/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. 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:

1. 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, or improper maintenance by you;
2. failure caused by a product for which IBM is not responsible;
3. any non-IBM products, including those provided with, or installed on, an IBM Machine at your request;
4. accessories, supply items and consumables (e.g. batteries and printer cartridges), and structural parts (e.g. frames and covers);
5. service of Machine alterations; and
6. 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, 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 Web site. 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 Web site 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:

1. 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;
2. to obtain authorization from the owner to have IBM or its subcontractor or the reseller service a Machine that you do not own;
3. where applicable, before service is provided:
 - a. follow the service request procedures that IBM or its subcontractor or its reseller provides;
 - b. backup and secure all programs, data, and funds contained in the Machine; and
 - c. inform IBM or its subcontractor or the reseller of changes in the Machine's location;
4. to provide IBM or its subcontractor or the reseller with sufficient and safe access to your facilities to permit IBM to fulfill its obligations;
5. to allow IBM or its subcontractor or the reseller to install mandatory engineering changes, such as those required for safety;
6. 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
7. 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. 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, 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 2nd 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 1 and item 2 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
2. 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 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.

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 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 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 *!ENTITY!* 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, 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 *!ENTITY!* 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; 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 8) **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, 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)

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, 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, 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:

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, 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 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

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 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.

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.

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.

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.

SWITZERLAND

Your Additional Responsibilities: *The following sentence is added to this section:*

Personal Data also includes information about you as a legal entity.

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.

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;
3. loss of profits, business, revenue, goodwill, or anticipated savings; or
4. third party claims against you for damages.

Part 3 - Warranty Information

Serial pass-thru module

Country or Region of Purchase	Warranty Period	Type of Warranty Service*	Service Level*
Worldwide	1 year	1	1
* See "Types of Warranty Service" and "Service Levels" for explanations of warranty-service types and service levels.			

Scheduling of a warranty service will depend upon the following: 1) the time your request for service is received, 2) Machine technology, 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

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 Tier 1 or a Tier 2 CRU. 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 15 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 of the Machine and verification of its operation.

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).

8. Machine Exchange Service

IBM will initiate shipment of a replacement Machine to your location. You are responsible for its installation and verification of its operation. 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.

(*) 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 Web site:
http://www.ibm.com/servers/support/machine_warranties/.

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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 device 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 device 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 device, IBM may condition provision of repair or replacement of devices or parts on implementation of appropriate remedial measures to mitigate such environmental contamination. Implementation of such remedial measures is a customer responsibility.

Table 6. 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
<ol style="list-style-type: none"> 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:

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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 might 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.

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Responsible manufacturer:

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914-499-1900

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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

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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

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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:

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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.

Japan VCCI Class A statement

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VCCI-A

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

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

Japan Electronics and Information Technology Industries Association (JEITA) statement

高調波ガイドライン準用品

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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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People's Republic of China Class A electronic emission statement

中华人民共和国“A类”警告声明

声明

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Taiwan Class A compliance statement

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這是甲類的資訊產品，在居住的環境中使用時，可能會造成射頻干擾，在這種情況下，使用者會被要求採取某些適當的對策。

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