# IBM Netfinity 8Ux28D Rack-to-Tower Kit

# **Installation Instructions**



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Before using this information and the product it supports, please be sure to read the general information under "Product warranties and notices" on page 18.

#### First Edition (September 1999)

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## Safety information



Before installing this product, read the Safety Information.

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)。

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

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).

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.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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 pečítaje 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.

安裝本產品之前,請先閱讀「安全資訊」。

### Introduction

The IBM® Netfinity® 8Ux28D Rack-to-Tower Kit converts an 8U server that is 71.1cm (28in.) deep from a rack model to a tower model. Additional NetBAY3E enclosures (up to three total) are available separately to stack on top of the one that comes with this kit. Each enclosure is 71.1cm (28in.) deep and can store a 3U device.

The following parts come with the 8Ux28D Rack-to-Tower Kit:

- · One server front door
- One server information-panel bezel
- · One server left-side cover
- · One server right-side cover
- Two server side-cover brackets
- Two keys (for locking the front door and side panels)
- One NetBAY3E enclosure
- Two enclosure swivel casters
- · Two enclosure fixed casters
- · One caster stabilizer
- · One intrusion-switch cable assembly
- Miscellaneous hardware kit (includes screws and nuts to attach side covers and casters)
- IBM Safety Information booklet
- This documentation

Note: The illustrations in this documentation might be slightly different from your hardware.

### **Tool requirements**

You will need the following tools to install the 8Ux28D Rack-to-Tower Kit:

- · A small flat-blade screwdriver
- · A medium phillips screwdriver
- · An 8mm open-end or box wrench
- A 10mm nut driver or a 10mm open-end or box wrench

### Installation overview

Use the following general steps to prepare your server and install the 8Ux28D Rack-to-Tower Kit:

- 1 If your server is already installed in a rack cabinet, remove it according to "Removing the server from a rack" on page 3.
- 2 Prepare the server for the conversion kit and install the server on the NetBAY3E enclosure according to "Installing the server on the NetBAY3E enclosure" on page 5.
- 3 Install the intrusion cable and switches on the server according to "Installing the intrusion-switch cable assembly" on page 10.
- 4 Install the server side covers and front door; then, install the enclosure bezel and caster stabilizer. See "Completing the installation" on page 12 for these instructions.
- **5** Attach all cables and neatly route them before turning your server On.

# Removing the server from a rack

Use the following basic steps to remove your server from a rack cabinet:

**1.** Refer to your server and rack documentation for detailed installation information.

Note: Removing rack doors and side panels makes it easier to remove the server.

- 2. Shut down the server operating system and remove all media from the drives, such as diskettes, CDs, optical disks, or tapes.
- 3. Turn Off the server and any attached devices.
- **4.** Disconnect all power cords from the rack, server, and electrical outlets.
- 5. Disconnect all communication cables from external devices that are connected to your server.
- **6.** Note the location of any remaining cables; then, disconnect all other cables from the back of the server.
- 7. If the retaining screw 1 is installed on your server, remove it.

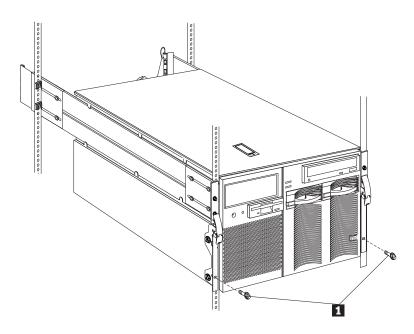


Figure 1. Removing the server retaining screw





≥55kg (121.2lbs)

#### 4 CAUTION:

Use safe practices when lifting.

**8.** Release the left and right slide-latches **1**; then, slide the server all the way out of the rack until both slide assemblies lock.

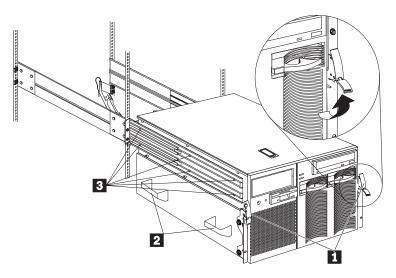


Figure 2. Removing the server from the rack

**Note:** When the server is fully extended on the slide-rail assemblies, safety latches lock the rails in place. To release the safety latches, press them in toward the server.

- **9.** Locate the four server lift handles **2** that come with your server; then, attach two handles to each side of the server making sure that they lock into place:
  - **a.** Press in on the sides of the lift handle near the tabs and insert the handle tabs into the slots on the side of the server.
  - **b.** Move the handle up in the slots until the hooked part of each tab is inside the server.
  - **c.** Release the pressure on the sides of the handle.
- **10.** Remove the screws **3** that attach the server to each slide assembly.
- 11. Carefully move the server away from the rack and off the slide assemblies.

Proceed with "Installing the server on the NetBAY3E enclosure" on page 5 to prepare the server for the 8Ux28D Rack-to-Tower Kit and install it on the NetBAY3E enclosure.

# Installing the server on the NetBAY3E enclosure

Use the following steps to install your server on the enclosure:

**1.** If they are not already installed, install the four lift handles that come with your server. Make sure that the handles lock into place.

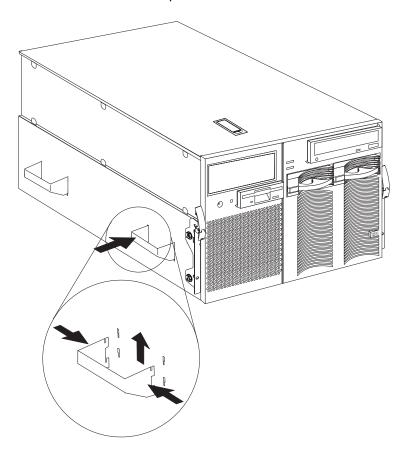


Figure 3. Installing the lift handles on your server

2. Remove the screws and slide-rail-latch assemblies 1 from both sides of the server.

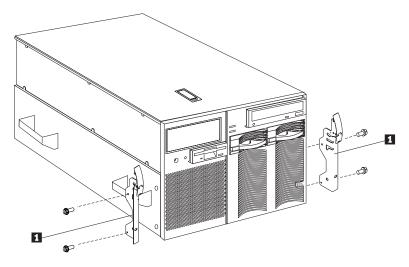


Figure 4. Removing the slide-rail-latch assemblies

**3.** Install the side-cover brackets **1** on each side of the server with four screws per bracket.

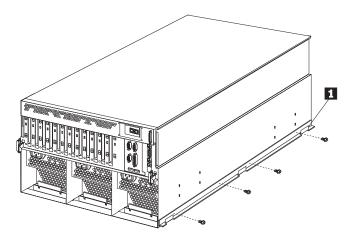


Figure 5. Installing the side-cover brackets

**4.** Place the NetBAY3E enclosure on its side; then, install the swivel casters on the front of the enclosure with four screws per caster.

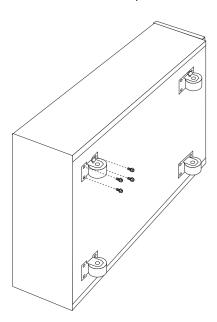


Figure 6. Installing the enclosure casters

Install the fixed casters on the rear of the enclosure with four screws per caster.

#### Notes:

- **a.** To prevent unexpected movement, make sure that the casters are locked when you are not moving the enclosure.
- **b.** Install the caster stabilizer (see step 8 on page 16) on the front (swivel) casters for added stability when not moving the enclosure.





≥55kg (121.2lbs)

### 4 CAUTION:

Use safe practices when lifting.

5. Using the lift handles, place the server on the enclosure. Make sure that the holes in the side-cover brackets 1 line up with the bolts 2 on the enclosure.

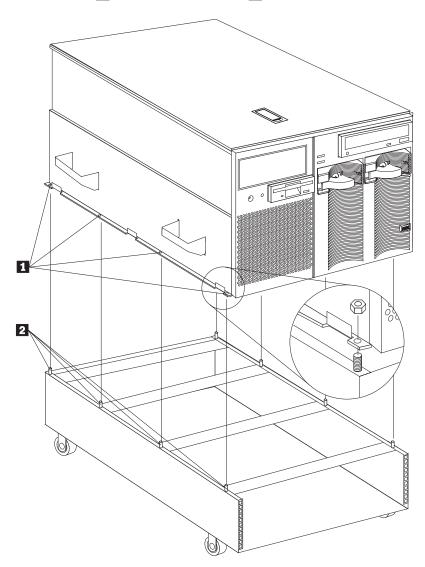


Figure 7. Installing the server on the enclosure

6. Secure the server to the enclosure with eight M5 nuts (four per side); then, remove the lift handles from the server.

#### 7. Remove the server front bezel:

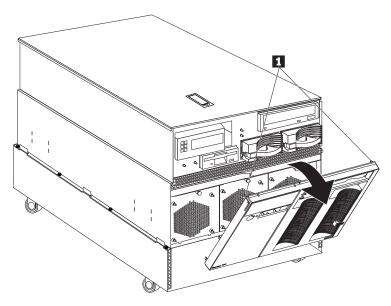


Figure 8. Removing the server bezel

- **a.** Press the tabs **1** at the top of the bezel.
- b. Pivot the top of the bezel away from the server to remove it.
- **8.** Remove the information-panel window **1** from the bezel and save it for reinstallation later in step 3 on page 13.

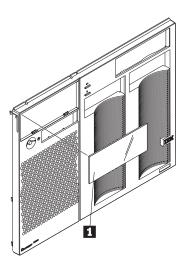


Figure 9. Removing the information-panel window

**9.** Lift the latch **1** on the top cover; then, slide the cover toward the rear of the server.

Note: The cover will stop sliding after about 15mm (.6in.).

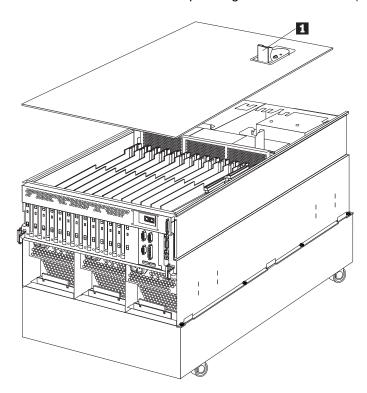


Figure 10. Removing the top cover

10. Lift the cover off of the server and set it aside for later reinstallation in step 2 on page 13.

**Note:** You must have the top cover in place for proper cooling and airflow. Operating the server for extended periods of time without the top cover might damage server components.

Proceed with "Installing the intrusion-switch cable assembly" on page 10 to install the intrusion-switch cable assembly on your server.

## Installing the intrusion-switch cable assembly

The intrusion-switch cable assembly limits access to the server when you install it on a NetBAY3E enclosure instead of in a rack cabinet. If someone attempts to open a server cover without first unlocking the lock, one of the switches detects the intrusion. If an administrator password is set, the next time you start the server you will not be able to access it until you enter the correct administrator password.

The administrator password controls access to the system programs. After an administrator password is set, only people who know the password can perform system tasks such as changing configuration information. Refer to the server documentation for instructions on setting the administrator password.

The server records any intrusion attempt in the system-management error log. Depending upon your version of the system-management software, the error log might contain additional information.

Use the following steps to install the intrusion-switch cable assembly:

1. Remove the screws 1 that secure the information-panel 2.

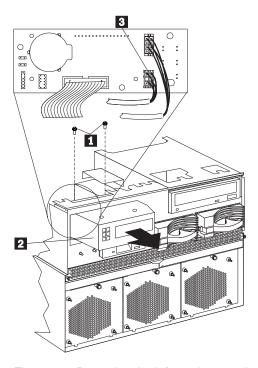


Figure 11. Removing the information-panel and connecting the intrusion-switch cable

2. Move the information-panel out of the server and tilt it downward to allow access to the connector on the circuit board; then, connect the intrusion-switch cable connector to the information-panel circuit board connector 3.

Note: Be careful that you do not disconnect other cables already attached to this circuit board.

**3.** Align the screw holes on the information-panel so that the panel is in the extended mounting position as show in Figure 11; then, secure the panel with the screws that you removed in step 1.

4. Route the cable as indicated in Figure 12 and Figure 13.

**Note:** Due to the fixed cable lengths, you can only mount the switches correctly in one configuration. If you accidentally mount one switch in the wrong location, the length of the cable prevents you from mounting the other two switches properly.

**5.** Attach the top switch on the inside of the server chassis.

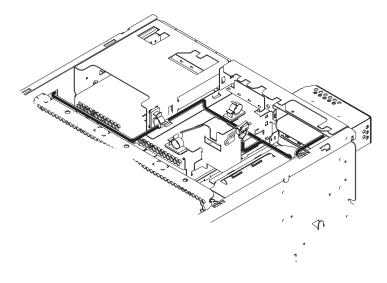


Figure 12. Installing the top intrusion switch

**6.** Attach the other two switches (one for the front door and the other for the side panel lock) on the outside of the server chassis.

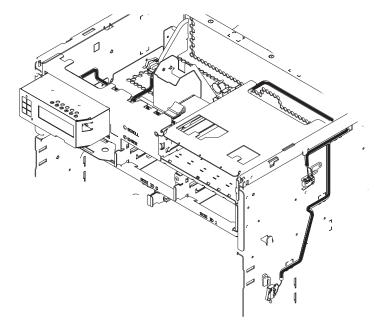


Figure 13. Installing the two side intrusion switches

Proceed with "Completing the installation" on page 12 to finish installing your server and 8Ux28D Rack-to-Tower Kit.

# Completing the installation

To complete the installation of the 8Ux28D Rack-to-Tower Kit, you must install the server covers and enclosure bezel. You must also install the caster stabilizer on the enclosure for added stability once the installation of your server is complete.

Use the following steps to complete your installation:

1. Install the server side covers that come with this option:

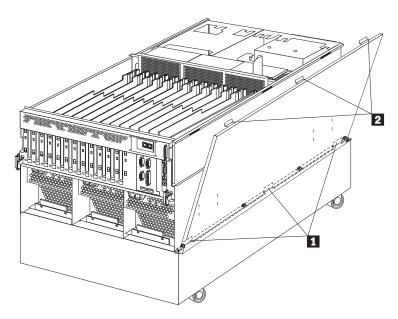


Figure 14. Installing the server side panels

- **a.** Remove the server security keys from where they are attached to the inside surface of the right-side cover.
- **b.** Make sure that the security lock (located on the right-side cover) is unlocked; then, position the three slots in the bottom of each side cover over the matching tabs **1** on the side-cover brackets.
- **c.** Pivot the top of the cover into place; then, slide the cover down until the three tabs **2** on the upper inside of the cover fit into the matching slots in the server chassis.

**Note:** The side covers are correctly installed when they are level at the top of the server and do not interfere with top cover installation.

2. Install the server top cover that you removed in step 10 on page 9:

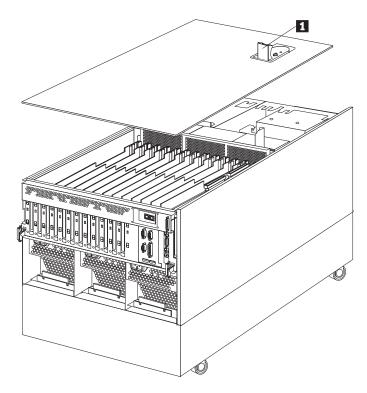


Figure 15. Installing the server top cover

**Note:** You must have the top cover in place for proper cooling and airflow. Operating the server for extended periods of time without the top cover might damage server components.

- **a.** Verify that all cables, adapters, and other components are installed and seated correctly inside of the server. Also verify that no loose parts or tools are inside of the server.
- **b.** Set the cover latch **1** to the open position (vertical to the cover); then, lower the cover with the rear edge of the cover about 15mm (.6in.) from the rear edge of the server.
- c. Slide the cover toward the front of the server; then, press the cover latch down until it locks.
- 3. Position the information-panel window 1 that you removed in step 8 on page 8 on the information-panel cap-bezel 2; then, press in until it snaps into place.

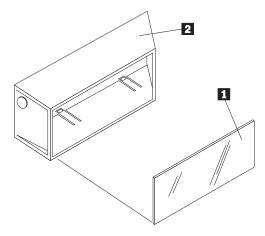


Figure 16. Installing the information-panel window

**4.** Attach the information-panel cap-bezel **1** to the server bezel:

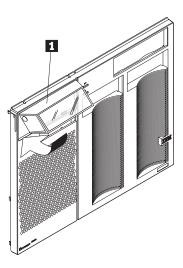


Figure 17. Attaching the information-panel cap-bezel

- a. Align the tabs on the top of the cap-bezel over the slots in the top of the server bezel.
- b. Pivot the bottom of the cap-bezel toward the server bezel and press in until the cap-bezel snaps into place.
- 5. Install the server bezel:

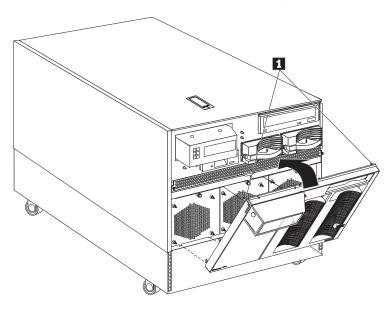


Figure 18. Installing the server bezel

- a. Insert the bottom edge of the bezel in the matching slots in the server chassis.
- **b.** Pivot the top of the bezel toward the server and press in until the latches **1** snap into place.

#### **6.** Install the NetBAY3E enclosure bezel:

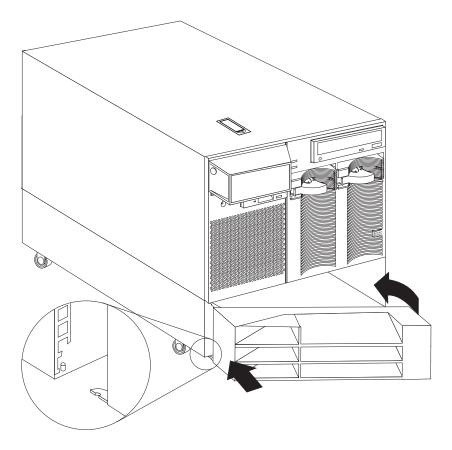


Figure 19. Installing the enclosure bezel

- a. Remove the bezel keys from where they are attached on the inside surface of the bezel.
- **b.** Unlock the bezel lock (located on the right end of the bezel); then, insert the tab on the left side of the bezel over the pin in the enclosure.
- **c.** Pivot the right end of the bezel toward the server and press in until the bezel snaps into place; then, lock the enclosure bezel.

7. Install the server front door by placing the door on the hinge pins 11; then, pivot the door toward the server until it latches.

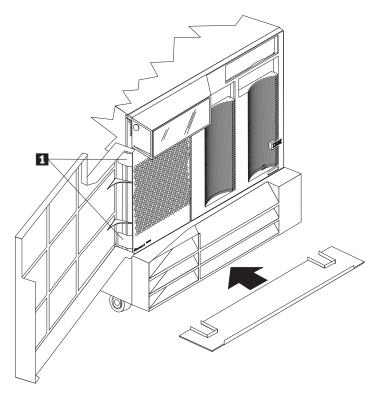


Figure 20. Installing the server front door and enclosure caster stabilizer

- 8. Slide the caster stabilizer into place on the enclosure front (swivel) casters for added stability.
- **9.** Connect all server and device cables and connectors.
- **10.** Turn the server power On and observe the monitor as the server starts.
- 11. When the Press F1 for Configuration/Setup message appears, press <F1>; then, enter the administrator password to enable the intrusion feature.
- **12.** Restart the server operating system.
- 13. Lock the server security lock (located on the right-side cover) to secure the server front door, side covers, and top cover.

#### Notes:

- a. Intrusions are only detected and reported when the security lock is in the locked position.
- **b.** Store the keys in a safe place.

The 8Ux28D Rack-to-Tower Kit installation is complete.

## Getting help, service, and information

If you need help, service, technical assistance, or just want more information about IBM products, you will find a wide variety of sources available from IBM to assist you.

With the original purchase of an IBM hardware product, you have access to extensive support coverage. During the IBM hardware product warranty period, you may call the IBM Personal Computer HelpCenter (1-800-772-2227 in the U.S.) for hardware product assistance covered under the terms of the IBM Statement of Limited Warranty.

The following services are available during the warranty period:

- Problem Determination Trained personnel are available to assist you with determining if you have a hardware problem and deciding what action is necessary to fix the problem.
- IBM Hardware Repair If the problem is determined to be caused by IBM hardware under warranty, trained service personnel are available to provide the applicable level of service.
- Engineering Change Management Occasionally, there might be changes that are required after a
  product has been sold. IBM or your reseller, if authorized by IBM, will make Engineering Changes
  (ECs) available that apply to your hardware.

Be sure to retain your proof of purchase to obtain warranty service. Refer to the IBM hardware warranty for a full explanation of IBM's warranty terms.

Please have the following information ready when you call:

- · Machine Type and Model
- Serial numbers of your IBM hardware products
- · Description of the problem
- · Exact wording of any error messages
- Hardware and software configuration information

On the World Wide Web, the IBM Personal Computing Web site has up-to-date information about IBM Personal Computer products and support.

#### Some helpful addresses are:

http://www.ibm.com Main IBM home page
http://www.ibm.com/pc IBM Personal Computing
http://www.ibm.com/pc/support IBM Personal Computing Support
http://www.ibm.com/pc/us/accessories Options by IBM (U.S.)
http://www.ibm.com/pc/us/netfinity IBM Netfinity Servers (U.S.)
http://www.ibm.com/pc/techconnect IBM TechConnect

You can select a country-specific Web site from these pages.

If you select Profile from the support page, you can create a customized support page that is specific to your hardware, complete with Frequently Asked Questions, Parts Information, Technical Hints and Tips, and Downloadable Files. You will have the information you need, all in one place. In addition, you can choose to receive e-mail notifications whenever new information becomes available about your registered products. You also can access online support forums, which are community sites monitored by IBM support staff.

### **Product warranties and notices**

This section contains important product warranty and notice information about your product.

### **Warranty Statements**

The warranty statements consist of two parts: Part 1 and Part 2. Part 1 varies by country. Part 2 is the same for both statements. Be sure to read both the Part 1 that applies to your country and Part 2.

- United States, Puerto Rico, and Canada (Z125-4753-05 11/97)
   (Part 1 General Terms on page 18)
- Worldwide except Canada, Puerto Rico, Turkey, and United States (Z125-5697-01 11/97)
   (Part 1 General Terms on page 20)
- Worldwide Country-Unique Terms
   (Part 2 Country-Unique Terms on page 22)

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

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

Machine - IBM Netfinity 8Ux28D Rack-to-Tower Kit

Warranty Period\* - Three Years

\*Contact your place of purchase for warranty service information. Some IBM Machines are eligible for On-site warranty service depending on the country where service is performed.

#### The IBM Warranty for Machines

IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications. The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation. The date on your sales receipt is the Date of Installation, unless IBM or your reseller informs you otherwise.

During the warranty period IBM or your reseller, if approved by IBM to provide warranty service, will provide repair and exchange service for the Machine, without charge, under the type of service designated for the Machine and will manage and install engineering changes that apply to the Machine.

If a Machine does not function as warranted during the warranty period, and IBM or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded. The replacement may not be new, but will be in good working order.

#### **Extent of Warranty**

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible. The warranty is voided by removal or alteration of Machine or parts identification labels.

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#### **Items Not Covered by Warranty**

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

Unless specified otherwise, IBM provides non-IBM machines WITHOUT WARRANTIES OF ANY KIND.

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

#### **Warranty Service**

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

IBM or your reseller provides certain types of repair and exchange service, either at your location or at a service center, to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. IBM may repair the failing Machine or exchange it at its discretion.

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

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

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

You also agree to

- 1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
- 2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
- 3. where applicable, before service is provided
  - a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides,
  - b. secure all programs, data, and funds contained in a Machine,
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfill their obligations, and
  - d. inform IBM or your reseller of changes in a Machine's location.

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

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

#### **Production Status**

Each IBM Machine is manufactured from new parts, or new and used parts. In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, IBM's appropriate warranty terms apply.

#### **Limitation of Liability**

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than

- 1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 2. the amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim.

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

UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

# IBM Statement of Warranty Worldwide except Canada, Puerto Rico, Turkey, United States (Part 1 - General Terms)

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

Machine - IBM Netfinity 8Ux28D Rack-to-Tower Kit

Warranty Period\* - Three Years

\*Contact your place of purchase for warranty service information. Some IBM Machines are eligible for On-site warranty service depending on the country where service is performed.

#### The IBM Warranty for Machines

IBM warrants that each Machine 1) is free from defects in materials and workmanship and 2) conforms to IBM's Official Published Specifications. The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation. The date on your sales receipt is the Date of Installation, unless IBM or your reseller informs you otherwise.

During the warranty period IBM or your reseller, if approved by IBM to provide warranty service, will provide repair and exchange service for the Machine, without charge, under the type of service designated for the Machine and will manage and install engineering changes that apply to the Machine.

If a Machine does not function as warranted during the warranty period, and IBM or your reseller are unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to your place of purchase and your money will be refunded. The replacement may not be new, but will be in good working order.

#### **Extent of Warranty**

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible. The warranty is voided by removal or alteration of Machine or parts identification labels.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

#### Items Not Covered by Warranty

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

Unless specified otherwise, IBM provides non-IBM machines WITHOUT WARRANTIES OF ANY KIND.

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

#### **Warranty Service**

To obtain warranty service for the Machine, contact your reseller or IBM. You may be required to present proof of purchase.

IBM or your reseller provides certain types of repair and exchange service, either at your location or at a service center, to keep Machines in, or restore them to, conformance with their Specifications. IBM or your reseller will inform you of the available types of service for a Machine based on its country of installation. IBM may repair the failing Machine or exchange it at its discretion.

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

Any feature, conversion, or upgrade IBM or your reseller services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Many features, conversions, or upgrades involve the removal of parts and their return to IBM. A part that replaces a removed part will assume the warranty service status of the removed part.

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

You also agree to

- 1. ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
- 2. obtain authorization from the owner to have IBM or your reseller service a Machine that you do not own; and
- 3. where applicable, before service is provided
  - a. follow the problem determination, problem analysis, and service request procedures that IBM or your reseller provides,
  - b. secure all programs, data, and funds contained in a Machine,
  - c. provide IBM or your reseller with sufficient, free, and safe access to your facilities to permit them to fulfil their obligations, and
  - d. inform IBM or your reseller of changes in a Machine's location.

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

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

#### **Production Status**

Each IBM Machine is manufactured from new parts, or new and used parts. In some cases, the Machine may not be new and may have been previously installed. Regardless of the Machine's production status, IBM's appropriate warranty terms apply.

#### **Limitation of Liability**

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable for no more than

- 1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 2. the amount of any other actual direct damages, up to the greater of U.S. \$100,000 (or equivalent in local currency) or the charges (if recurring, 12 months' charges apply) for the Machine that is the subject of the claim.

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

UNDER NO CIRCUMSTANCES IS IBM LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF IBM, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### Part 2 - Worldwide Country-Unique Terms

#### **ASIA PACIFIC**

#### AUSTRALIA: The IBM Warranty for Machines: The following paragraph is added to this Section:

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

#### Extent of Warranty: The following replaces the first and second sentences of this Section:

The warranty does not cover the repair or exchange of a Machine resulting from misuse, accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

#### Limitation of Liability: The following is added to this Section:

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

#### PEOPLE'S REPUBLIC OF CHINA: Governing Law: The following is added to this Statement:

The laws of the State of New York govern this Statement.

#### INDIA: Limitation of Liability: The following replaces items 1 and 2 of this Section:

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

#### NEW ZEALAND: The IBM Warranty for Machines: The following paragraph is added to this Section:

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

#### Limitation of Liability: The following is added to this Section:

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

#### **EUROPE, MIDDLE EAST, AFRICA (EMEA)**

#### The following terms apply to all EMEA countries.

The terms of this Statement of Warranty apply to Machines purchased from an IBM reseller. If you purchased this Machine from IBM, the terms and conditions of the applicable IBM agreement prevail over this warranty statement.

#### **Warranty Service**

If you purchased an IBM Machine in Austria, Belgium, Denmark, Estonia, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland or United Kingdom, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

If you purchased an IBM Personal Computer Machine in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Georgia, Hungary, Kazakhstan, Kirghizia, Federal Republic of Yugoslavia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, or Ukraine, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM.

The applicable laws, Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided. However, the laws of Austria govern this Statement if the warranty service is provided in Albania, Armenia, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Federal Republic of Yugoslavia, Georgia, Hungary, Kazakhstan, Kirghizia, Former Yugoslav Republic of Macedonia (FYROM), Moldova, Poland, Romania, Russia, Slovak Republic, Slovenia, and Ukraine.

#### The following terms apply to the country specified:

EGYPT: Limitation of Liability: The following replaces item 2 in this Section:

2. as to any other actual direct damages, IBM's liability will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers and resellers (unchanged).

FRANCE: Limitation of Liability: The following replaces the second sentence of the first paragraph of this Section: In such instances, regardless of the basis on which you are entitled to claim damages from IBM, IBM is liable for no more than: (items 1 and 2 unchanged).

GERMANY: The IBM Warranty for Machines: The following replaces the first sentence of the first paragraph of this Section: The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this Section:

The minimum warranty period for Machines is six months.

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

Extent of Warranty: The second paragraph does not apply.

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

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

Production Status: The following paragraph replaces this Section:

Each Machine is newly manufactured. It may incorporate in addition to new parts, re-used parts as well.

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

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

In item 2, replace "U.S. \$100,000" with "1.000.000 DEM."

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

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

#### IRELAND: Extent of Warranty: The following is added to this Section:

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

Limitation of Liability: The following replaces items one and two of the first paragraph of this Section:

1. death or personal injury or physical damage to your real property solely caused by IBM's negligence; and 2. the amount of any other actual direct damages, up to the greater of Irish Pounds 75,000 or 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.

Applicability of suppliers and resellers (unchanged).

The following paragraph is added at the end of this Section:

IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default shall be limited to damages.

#### ITALY: Limitation of Liability: The following replaces the second sentence in the first paragraph:

In each such instance unless otherwise provided by mandatory law, IBM is liable for no more than: (item 1 unchanged) 2) as to any other actual damage arising in all situations involving non-performance by IBM pursuant to, or in any way related to the subject matter of this Statement of Warranty, IBM's liability, will be limited to the total amount you paid for the Machine that is the subject of the claim.

Applicability of suppliers and resellers (unchanged).

The following replaces the second paragraph of this Section:

Unless otherwise provided by mandatory law, IBM and your reseller are not liable for any of the following: (items 1 and 2 unchanged) 3) indirect damages, even if IBM or your reseller is informed of their possibility.

SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND: Limitation of Liability: The following is added to this Section:

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

TURKIYE: Production Status: The following replaces this Section:

IBM fulfils customer orders for IBM Machines as newly manufactured in accordance with IBM's production standards.

UNITED KINGDOM: Limitation of Liability: The following replaces items 1 and 2 of the first paragraph of this Section:

- 1. death or personal injury or physical damage to your real property solely caused by IBM's negligence;
- 2. the amount of any other actual direct damages or loss, up to the greater of Pounds Sterling 150,000 or 125 percent of the charges (if recurring, the 12 months' charges apply) for the Machine that is the subject of the claim or which otherwise gives rise to the claim.

The following item is added to this paragraph:

3. breach of IBM's obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

Applicability of suppliers and resellers (unchanged).

The following is added to the end of this Section:

IBM's entire liability and your sole remedy, whether in contract or in tort, in respect of any default will be limited to damages.

#### **NORTH AMERICA**

CANADA: Warranty Service: The following is added to this Section:

To obtain warranty service from IBM, call 1-800-565-3344.

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

To obtain warranty service from IBM, call 1-800-772-2227.

### **Notices**

References in this publication to IBM products, programs, or services do not imply that IBM intends to make these available in all countries in which IBM operates. Any reference to an IBM product, program, or service is not intended to state or imply that only that IBM product, program, or service may be used. Subject to IBM's valid intellectual property or other legally protectable rights, any functionally equivalent product, program, or service may be used instead of the IBM product, program, or service. The evaluation and verification of operation in conjunction with other products, except those expressly designated by IBM, are the responsibility of the user.

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Part Number: 37L7012

Printed in U.S.A.

