

IBM ThinkPad Battery User's Guide

CAUTION:

Refer to the documentation that comes with your computer before installing the product.

Note

Be sure to keep your proof of purchase, because it might be required for warranty services. (See Appendix A.)

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Part 1. Using the IBM ThinkPad Battery Option

Refer to the documentation that comes with your computer before installing the product.

You can replace the main battery with this *IBM ThinkPad Battery Option*.

To replace the main battery with the optional battery, refer to the online information provided with your ThinkPad computer.

This option package includes the following components:

IBM ThinkPad Battery Option

User's Guide (this book)



DANGER

There is a danger of explosion if the rechargeable battery pack is incorrectly replaced. The battery pack contains a small amount of harmful substances. To avoid possible injury:

- Replace only with a battery of the type recommended by IBM.
- Keep the battery pack away from fire.
- Do not expose it to water or rain.
- Do not attempt to disassemble it.
- Do not short-circuit it.
- Keep it away from children.

Do not put the battery pack in trash that is disposed of in landfills. When disposing of the battery, comply with local ordinances or regulations and your company's safety standards. In the United States, call IBM at 1-800-IBM-4333 for information on disposal.

Teil 1. IBM ThinkPad-Akku verwenden

Lesen Sie vor der Installation des Produkts die Dokumentation, die im Lieferumfang Ihres Computers enthalten ist.

Sie können den Hauptakku durch den *IBM ThinkPad-Akku* ersetzen.

Weitere Informationen zum Ersetzen des Hauptakkus durch den optionalen Akku erhalten Sie in den Onlineinformationen zum ThinkPad.

Dieses Zusatzpaket enthält die folgenden Komponenten:

IBM ThinkPad-Akku

Benutzerhandbuch (das vorliegende Buch)



VORSICHT

Der aufladbare Akku kann bei unsachgemäßem Austauschen explodieren. Der Akku enthält gefährliche Stoffe. Beachten Sie zur Vermeidung von Verletzungsgefahren die folgenden Hinweise:

- Nur den von IBM empfohlenen Akkutyp verwenden.
- Den Akku vor Feuer schützen.
- Den Akku vor Feuchtigkeit und Nässe schützen.
- Den Akku nicht zerlegen.
- Den Akku nicht kurzschließen.
- Den Akku von Kindern fern halten.

Bei der Entsorgung des Akkus die örtlichen Bestimmungen für Sondermüll sowie die allgemeinen Sicherheitsbestimmungen beachten.

Partie 1. Utilisation de la batterie du ThinkPad IBM en option

Reportez-vous à la documentation fournie avec votre ordinateur avant d'installer le produit.

Vous pouvez remplacer la batterie principale par la présente *batterie ThinkPad IBM en option*.

Pour ce faire, consultez les informations en ligne fournies avec votre ordinateur ThinkPad.

Ce coffret en option renferme les éléments suivants :

- la batterie en option du ThinkPad IBM,
- le présent *Guide d'utilisation*.



DANGER

Le bloc de batteries risque d'exploser si son remplacement est effectué de façon incorrecte. En effet, ce bloc contient des substances dangereuses en faible quantité. Pour éviter tout risque, respectez les instructions suivantes :

- Utilisez uniquement une batterie recommandée par IBM.
- Tenez le bloc de batteries éloigné de toute source de chaleur.
- Ne renversez pas de liquide sur le bloc, et protégez-le de la pluie.
- Ne tentez pas de le démonter.
- Ne tentez pas de le court-circuiter.
- Tenez-le hors de portée des enfants.

Ne jetez pas le bloc de batteries dans une poubelle qui sera déversée dans une décharge publique. Respectez les réglementations locales, ainsi que les consignes de sécurité de votre entreprise pour la mise au rebut de la batterie.

Parte 1. Utilización de la Opción de batería de ThinkPad de IBM

Consulte la documentación que se incluye con el sistema antes de instalar el producto.

Puede sustituir la batería principal por esta *Opción de batería de ThinkPad de IBM*.

Para sustituir la batería principal por la batería opcional, consulte la información en línea que se proporciona con el sistema ThinkPad.

Este paquete de opción incluye los componentes siguientes:

Opción de batería de ThinkPad de IBM

La *Guía del usuario* (esta publicación)



PELIGRO

Hay peligro de explosión si la batería recargable no se sustituye correctamente. La batería contiene una pequeña cantidad de sustancias nocivas. Para evitar un posible daño:

- Sustituya sólo con una batería del tipo recomendado por IBM.
- Mantenga la batería alejada del fuego.
- No la exponga a la lluvia o agua.
- No intente desmontarla.
- No la cortocircuite.
- Manténgala alejada de los niños.

No deseche la batería en un basurero convencional. Cumpla las normas o regulaciones locales y los estándares de seguridad de su compañía. En los Estados Unidos, llame a IBM al 1-800-IBM-4333 para obtener información sobre este tema.

Parte 1. Utilizzo dell'opzione batteria per i ThinkPad IBM

Prima di installare il prodotto, consultare la documentazione fornita con l'elaboratore.

E' possibile sostituire la batteria principale con l'opzione *batteria per i ThinkPad IBM*.

Per sostituire la batteria principale con quella facoltativa, consultare la documentazione in linea fornita con l'elaboratore ThinkPad.

Questo pacchetto di opzioni include i seguenti componenti:

Opzion batteria per ThinkPad IBM

Guida per l'utente (questa pubblicazione)



PERICOLO

Se la batteria da ricaricare viene posizionata in modo non corretto, è possibile che si verifichi un'esplosione. La batteria contiene una piccola quantità di sostanze nocive. Per evitare possibili lesioni alla persona:

- Sostituire solo con una batteria di tipo consigliato dalla IBM.
- Tenere lontano la batteria da fonti di calore.
- Non esporla all'acqua o alla pioggia.
- Non tentare di disassemblarla.
- Non cortocircuitarla.
- Tenere lontano dalla portata dei bambini.

Non smaltire la batteria nel cestino della discarica di rifiuti. Una volta smaltita la batteria, rispettare le normative e le regole locali e gli standard di sicurezza forniti dalla società. Per informazioni sullo smaltimento negli Stati Uniti, chiamare l'IBM al numero 1-800-IBM-4333.

Parte 1. Utilizando a Bateria do IBM ThinkPad

Consulte a documentação fornecida com o computador antes de instalar o produto.

Você pode substituir a bateria principal por esta *Bateria do IBM ThinkPad*.

Para substituir a bateria principal pela opcional, consulte as informações online fornecidas com o computador ThinkPad.

Esse pacote de opcionais inclui os componentes a seguir:

Bateria do IBM ThinkPad

Guia do Usuário (este manual)



PERIGO

Se a bateria recarregável for substituída incorretamente, haverá o perigo de explosão. A bateria contém uma quantidade pequena de substâncias prejudiciais. Para evitar possíveis ferimentos:

- Substitua-a somente por uma bateria do tipo recomendado pela IBM.
- Mantenha a bateria distante do fogo.
- Não a exponha à água ou chuva.
- Não tente desmontá-la.
- Não a coloque em curto-circuito.
- Mantenha-a distante de crianças.

Não coloque a bateria no lixo que é despejado em aterros. Ao descartar a bateria, cumpra as práticas ou regras locais e os padrões de segurança da empresa. Nos Estados Unidos, ligue para a IBM em 1-800-IBM-4333 para obter informações sobre o descarte.

第 1 部. 使用 IBM ThinkPad 電池選用設備

安裝產品之前，請先參閱隨附於電腦的說明文件。

您可以用本 *IBM ThinkPad* 電池選用設備更換主要電池。

若要以選用電池更換主要電池時，請參閱隨附於 ThinkPad 電腦的線上資訊。

本選用套件含有下列元件：

IBM ThinkPad 電池選用設備
使用手冊 (本書)



危險

不正確更換充電電池可能會引起爆炸。電池組含有少量的有害物質。要避免可能引起傷害：

- 務必使用 IBM 建議的電池組類型。
- 將電池組保持遠離電池組。
- 不要外曝在水或雨中。
- 不要試圖拆解。
- 不要將電池組短路。
- 將電池組保持遠離孩童。

請不要將電池組當作掩埋垃圾棄置。棄置電池時，請遵循當地法規或公司的安裝標準。在美國，請撥 IBM 電話 1-800-IBM-4333 來詢問棄置資訊。

제 1장. ThinkPad 배터리 옵션 사용

제품을 설치하기 전에 컴퓨터와 함께 제공된 설명서를 읽어보십시오.

주 배터리를 ThinkPad 배터리 옵션으로 교체할 수 있습니다.

주 배터리를 옵션 배터리로 교체하려면 ThinkPad 컴퓨터에 제공되는 온라인 사용 설명서를 참고하십시오.

본 옵션 팩키지는 다음과 같이 구성되어 있습니다:

ThinkPad 배터리 옵션
User's guide



충전 배터리의 교체가 올바르게 이루어지지 않았을 경우에는 폭발의 위험이 있습니다.

배터리 팩에는 소량의 유해 물질이 포함되어 있습니다. 사고를 방지하려면 다음 주의 사항을 준수하십시오:

- 배터리를 교체할 때 반드시 LGIBM에서 권장하는 배터리를 이용하십시오.
- 화기에서 항상 멀리하십시오.
- 배터리를 물이나 비에 젖지 않게 하십시오.
- 배터리를 분해하지 마십시오.
- 배터리를 단락시키지 마십시오.
- 유아나 어린이의 손에 닿지 않는 곳에 보관하십시오.

배터리를 매립하여 폐기하지 마십시오. 배터리를 처리할 때는 법령과 회사의 안전 수칙을 따르십시오.

第 1 部. IBM ThinkPad バッテリー・オプションの使用法

本製品を取り付ける前に、ご使用のコンピューターに付属のマニュアルを参照してください。

メイン・バッテリーをこの *IBM ThinkPad* バッテリー・オプション に交換することができます。

メイン・バッテリーをオプションのバッテリーに交換する場合は、ご使用の ThinkPad に導入されているオンライン情報を参照してください。

このオプション・パッケージには、次の品目が含まれています。

IBM ThinkPad バッテリー・オプション
ユーザーズ・ガイド (本書)

危険

充電式のバッテリー・パックを間違った方法で交換すると、爆発する危険性があります。バッテリー・パックには、少量の有害な物質が含まれています。けがをしないように、次の点に注意してください。

- バッテリーを交換するときは、IBM 推奨品をご使用ください。
- バッテリー・パックを火に近づけないでください。
- 水や雨でぬらさないでください。
- 分解しようとししないでください。
- ショートさせないでください。
- 子供の手が届く所に置かないでください。

バッテリー・パックをごみ廃棄場で処分されるごみと一緒に捨てないでください。バッテリーを廃棄する場合は、地方自治体の条例または規則、およびお客様の会社の安全標準に従ってください。

バッテリー・パックの処理について

企業のお客さまが交換された古いバッテリーは、適切な処理を行うため、IBMの営業員、サービス員、特約店にお問い合わせ、もしくは、<http://www.ibm.com/jp/pc/recycle/battery> をご覧ください。
また一般家庭などから、一般廃棄物として自治体に廃棄を依頼するときは、地方自治体の条例・規則に従って廃棄してください。

Appendix A. Service and Support

The following information describes the technical support that is available for your product, during the warranty period or throughout the life of the product. Refer to your IBM Statement of Limited Warranty for a full explanation of IBM warranty terms.

Online technical support

Online technical support is available during the life of your product through the Personal Computing Support Web site at <http://www.ibm.com/pc/support>.

During the warranty period, assistance for replacement or exchange of defective components is available. In addition, if your IBM option is installed in an IBM computer, you might be entitled to service at your location. Your technical support representative can help you determine the best alternative.

Telephone technical support

Installation and configuration support through the IBM Support Center will be withdrawn or made available for a fee, at IBM's discretion, 90 days after the option has been withdrawn from marketing. Additional support offerings, including step-by-step installation assistance, are available for a nominal fee.

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

- Option name
- Option number
- Proof of purchase
- Computer manufacturer, model, serial number (if IBM), and manual
- Exact wording of the error message (if any)
- Description of the problem
- Hardware and software configuration information for your system

If possible, be at your computer. Your technical support representative might want to walk you through the problem during the call.

For the support telephone number and support hours by country, refer to the following table. If the number for your country or region is not listed, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

Phone numbers are subject to change without notice. For the latest phone number list, go to <http://www.ibm.com/pc/support> and click **Support Phone List**.

Country or Region	Language	Telephone Number	Hours of operation
Africa	--	Africa: +44 (0)1475 555 055 South Africa: +27 11 3028888 and 0800110756 Central Africa: Contact the nearest IBM Business Partner	--
Argentina	Spanish	0800-666-0011	9AM - 10PM Monday-Friday (Local time)
Australia	English	131-426	9AM - 9PM AEST 7 days/week
Austria	German	+43-1-24592-5901	9AM - 5:30PM, Monday - Friday (Local time)
Belgium	Dutch French	02-210-9820 02-210-9800	9AM - 5PM Monday -Friday (Local time)
Bolivia	Spanish	0800-0189	8AM - 9PM Monday -Friday (Local time)
Brazil	Portuguese	55-11-3889-8986	8AM - 6PM Monday -Friday (Local time)
Canada	English French	1-800-565-3344 1-800-565-3344 In Toronto only call: 416-383-3344	24 hours/day, 7 days/week
Chile	Spanish	800-224-488	8AM - 9PM Monday -Friday (Local time)
China	Mandarin	800 810 1818	8:30AM - 5PM Monday -Friday (Local time)

Country or Region	Language	Telephone Number	Hours of operation
China (Hong Kong S.A.R.)	Cantonese, English, Putonghua	Home PC: 852 2825 7799 Commercial PC: 852 8205 0333 ThinkPad and WorkPad: 852 2825 6580	9AM - 5PM Monday -Friday (Local time)
Colombia	Spanish	1-800-912-3021	8AM - 9PM EST Monday -Friday
Costa Rica	Spanish	284-3911	8AM - 5PM Monday -Friday (Local time)
Cyprus	--	+357-22-841100	--
Czech Republic	--	+420-2-7213-1316	--
Denmark	Danish	4520-8200	8:30AM - 4:30PM Monday -Friday (Local time)
Dominican Republic	Spanish	566-4755 566-5161 ext. 8201 Toll Free within the Dominican Republic: 1-200-1929	8AM - 5PM Monday -Friday (Local time)
Ecuador	Spanish	1-800-426911	7AM - 8PM Monday -Friday (Local time)
El Salvador	Spanish	250-5696	8AM - 5PM Monday -Friday (Local time)
Estonia	--	+386-61-1796-699	--
Finland	Finnish	+358-9-459-6960	9AM - 5PM Monday -Friday (Local time)
France	French	+33-238-557-450	9AM - 6PM Monday -Friday (Local time)
Germany	German	+49-7032-15-49201	9AM - 5:30PM Monday -Friday (Local time)
Greece	--	+30-210-680-1700	--
Guatemala	Spanish	335-8490	8AM - 5PM Monday -Friday (Local time)
Honduras	Spanish	Tegucigalpa & San Pedro Sula: 232-4222 San Pedro Sula: 552-2234	8AM - 5PM Monday -Friday (Local time)

Country or Region	Language	Telephone Number	Hours of operation
Hungary	--	+36-1-382-5720	--
India	English	1600-44-6666	9AM - 6PM Monday -Friday (Local time) Except holidays
Indonesia	Bahasa, Indonesian, English	800-140-3555	8AM - 6PM Monday -Friday (Local time)
Ireland	English	+353-(0)1-815-9200	9AM - 5:30PM Monday -Friday (Local time)
Italy	Italian	+39-02-7031-6101	9AM - 5PM Monday -Friday (Local time)

Country or Region	Language	Telephone Number	Hours of operation
Japan	Japanese, English	<p>Desktop</p> <p>Toll free: 0120-887-870; For International: +81-46-266-4724</p> <p>ThinkPad</p> <p>Toll free: 0120-887-874; For International: +81-46-266-4724</p> <p>Both of the above numbers will be answered with a Japanese language voice prompt. For telephone support in English, please wait for the Japanese voice prompt to end, and an operator will answer. Please ask for "English support please", and your call will be transferred to an English speaking operator.</p>	<p>ThinkPad and Desktop 10AM - 6PM Everyday Except Second Sunday of the month, Year end</p>
		<p>IntelliStation and xSeries Inside Japan and Overseas calls: +81-46-266-1358</p>	<p>IntelliStation and xSeries 9AM - 5PM Monday - Friday Except Saturday, Sunday, Holidays, Year End</p>
		<p>PC Software 0120-558-695 (Overseas calls: +81-44-200-8666)</p>	<p>PC Software 10AM - 6PM Monday - Friday Except Saturday, Sunday, Holidays, Year End</p>
Korea	Korean	82-2-3284-1500	9AM - 6PM Monday - Friday 9AM - 1PM Saturday
Latvia	--	+386-61-1796-699	--
Lithuania	--	+386-61-1796-699	--

Country or Region	Language	Telephone Number	Hours of operation
Luxembourg	French	+352-298-977-5063	9AM - 5PM Monday - Friday (Local time)
Malaysia	English	1800-88-8558	8:30AM - 5PM Monday - Friday (Local time)
Malta	--	+356-23-4175	--
Mexico	Spanish	001-866-434-2080	7AM - 8PM Monday - Friday (Local time)
Middle East	--	+44 (0)1475-555-055	--
Netherlands	Dutch	+31-20-514-5770	9AM - 5PM Monday - Friday (Local time)
New Zealand	English	0800-446-149	9AM - 9PM 7 days/week
Nicaragua	Spanish	255-6658	8AM - 5PM Monday - Friday (Local time)
Norway	Norwegian	NetVista, ThinkCentre, and ThinkPad: +47 6699 8960 All products: +47 815 21550	8:30AM - 4:30PM Monday - Friday (Local time)
Panama	Spanish	206-6047	8AM - 5PM Monday - Friday (Local time)
Peru	Spanish	0-800-50-866	7AM - 8PM Monday - Friday (Local time)
Philippines	English	1800-1888-1426	9AM - 5PM Monday - Friday (Local time)
Poland	--	+48-22-878-6999	--
Portugal	Portuguese	+351-21-892-7147	9AM - 5PM Monday - Friday (Local time)
Russian Federation	Russian	+7-095-940-2000	--
Singapore	English	1800-3172-888	8AM - 6:30PM Monday - Friday (Local time)
Slovakia	--	+421-2-4954-1217	--
Slovenia	--	+386-1-5830-050	--
Spain	Spanish	+34-91-714-7983	9AM - 5PM Monday - Friday (Local time)
Sri Lanka	English	+94-11-2448-442 +94-11-2421-066 +94-11-2493-500	8:30AM - 5PM Monday - Friday (Local time) Except Holidays

Country or Region	Language	Telephone Number	Hours of operation
Sweden	Swedish	+46-8-477-4420	8:30AM - 4:30PM Monday - Friday (Local time)
Switzerland	German, French, Italian	+41-58-333-0971	9AM - 5PM Monday - Friday (Local time)
Taiwan	Mandarin	886-2-8723-9799	24 hours/day, 7 days/week
Thailand	Thai	1-800-299-229	8AM - 6PM Monday - Friday (Local time) Except Holidays
Turkey	Turkish	00800-211-4032 +90-212-317-1760	9AM - 6PM Monday - Friday (Local time)
United Kingdom	English	+44-1475-555-055	9AM - 5:30PM Monday - Friday (Local time)
United States	English	1-800-IBM-SERV (1-800-426-7378)	24 hours/day, 7 days/week
Uruguay	Spanish	000-411-005-6649	9AM - 10PM Monday - Friday (Local time)
Venezuela	Spanish	0-800-100-2011	8AM - 9PM Monday - Friday (Local time)
Vietnam	English/Vietnamese	Ho Chi Minh = (848) 824-1474 Hanoi = (844) 842-6316	9AM - 5PM Monday - Friday (Local time)

Appendix B. IBM Statement of Limited Warranty - Z125-4753-0804/2004

Part 1 - General Terms

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

What this Warranty Covers

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

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

What this Warranty Does not Cover

This warranty does not cover the following:

- any software programs, whether pre-loaded or shipped with the Machine, or installed subsequently;

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

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

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

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

How to Obtain Warranty Service

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

What IBM Will Do to Correct Problems

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

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

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

If your problem can be resolved with a Customer Replaceable Unit ("CRU") (e.g., keyboard, mouse, speaker, memory, hard disk drive), IBM will ship the CRU to you for you to install.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone or electronically, through your application of Machine Code or software updates, or with a CRU, IBM or your reseller, if approved by IBM to provide warranty service, will either, at its

discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. If IBM is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

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

Exchange of a Machine or Part

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

Your Additional Responsibilities

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

You also agree to:

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

Limitation of Liability

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

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

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

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

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

UNDER NO CIRCUMSTANCES IS IBM, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Governing Law

Both you and IBM consent to the application of the laws of the country in which you acquired the Machine to govern, interpret, and enforce all of your

and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty, without regard to conflict of law principles.

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

Jurisdiction

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

Part 2 - Country-unique Terms

AMERICAS

ARGENTINA

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

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

BOLIVIA

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

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

BRAZIL

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

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

CHILE

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

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

COLOMBIA

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

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

EQUADOR

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

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

MEXICO

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

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

PARAGUAY

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

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

PERU

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

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by the Judges and Tribunals of the Judicial District of Lima, Cercado.

Limitation of Liability: *The following is added at the end of this section:*In accordance with Article 1328 of the Peruvian Civil Code the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

URUGUAY

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

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

VENEZUELA

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

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

NORTH AMERICA

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

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

CANADA

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

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

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

laws in the Province of Ontario.

UNITED STATES

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

laws of the State of New York.

ASIA PACIFIC

AUSTRALIA

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

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

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

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

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

laws of the State or Territory.

CAMBODIA AND LAOS

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

laws of the State of New York, United States of America.

CAMBODIA, INDONESIA, AND LAOS

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

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the SIAC.

Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

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

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

HONG KONG S.A.R. OF CHINA AND MACAU S.A.R. OF CHINA

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

laws of Hong Kong Special Administrative Region of China.

INDIA

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

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

Arbitration: *The following is added under this heading*

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

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

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

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

JAPAN

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

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

MALAYSIA

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

NEW ZEALAND

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

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

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

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

PEOPLE'S REPUBLIC OF CHINA (PRC)

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

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

PHILIPPINES

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

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

Arbitration: The following is added: under this heading

Disputes arising out of or in connection with this Statement of Limited

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

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

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

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

SINGAPORE

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

EUROPE, MIDDLE EAST, AFRICA (EMEA)

THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:

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

How to Obtain Warranty Service:

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

The warranty for Machines acquired in Western Europe shall be valid and applicable in all Western Europe countries provided the Machines have been announced and made available in such countries.

If you purchase a Machine in one of the Western European countries, as defined above, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM, provided the Machine has been announced and made available by IBM in the country in which you wish to obtain service.

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

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

Governing Law:

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

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

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

- 1) **In Austria** the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty and relating thereto, including its existence,

will be the competent court of law in Vienna, Austria (Inner-City); 2) in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, West Bank/Gaza, Yemen, Zambia, and Zimbabwe** all disputes arising out of this Statement of Limited Warranty or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) in **Belgium and Luxembourg**, all disputes arising out of this Statement of Limited Warranty or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of your registered office and/or commercial site location only are competent; 4) in **France, Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna** all disputes arising out of this Statement of Limited Warranty or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) in **Russia**, all disputes arising out of or in relation to the interpretation, the violation, the termination, the nullity of the execution of this Statement of Limited Warranty shall be settled by Arbitration Court of Moscow; 6) in **South Africa, Namibia, Lesotho and Swaziland**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the High Court in Johannesburg; 7) in **Turkey** all disputes arising out of or in connection with this Statement of Limited Warranty shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 8) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty will be brought before, and settled exclusively by, the competent court of a) Athens for **Greece**, b) Tel Aviv-Jaffa for **Israel**, c) Milan for **Italy**, d) Lisbon for **Portugal**, and e) Madrid for **Spain**; and 9) in the **United Kingdom**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

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

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Poland, Romania, Russia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and FR Yugoslavia all disputes arising out of this Statement of Limited Warranty or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will

be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

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

EUROPEAN UNION (EU)

THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:

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

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

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

You may contact IBM at the following address:

IBM Warranty & Service Quality Dept.

PO Box 30

Spango Valley

Greenock

Scotland PA16 0AH

CONSUMERS

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

AUSTRIA, DENMARK, FINLAND, GREECE, ITALY, NETHERLANDS, NORWAY, PORTUGAL, SPAIN, SWEDEN AND SWITZERLAND

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

Except as otherwise provided by mandatory law:

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

the Machine. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

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

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

FRANCE AND BELGIUM

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

Except as otherwise provided by mandatory law:

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

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

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

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

AUSTRIA

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

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

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

The following paragraphs are added to this section:

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

The second paragraph does not apply.

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

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

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

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

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

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

EGYPT

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

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

Applicability of suppliers and resellers (unchanged).

FRANCE

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

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

GERMANY

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

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

The following paragraphs are added to this section:

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

The second paragraph does not apply.

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

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

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

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

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

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

HUNGARY

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

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

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

IRELAND

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

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

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

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults

which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

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

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

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

Items for Which IBM is Not Liable

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

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

SLOVAKIA

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

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

SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

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

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

UNITED KINGDOM

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

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which

IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

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

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

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

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

Items for Which IBM is Not Liable

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

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

Part 3 - Warranty Information

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

Warranty Period

The warranty period may vary by country or region and is specified in the table below. NOTE: "Region" means either Hong Kong or Macau Special Administrative Region of China.

A warranty period of 1 year on parts and 1 year on labor means that IBM provides warranty service without charge for parts and labor during the one year of the warranty period.

IBM ThinkPad Battery Option

Country or Region of Purchase	Warranty Period	Type of Warranty Service
Worldwide	1 year	7

Types of Warranty Service

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

1. Customer Replaceable Unit (“CRU”) Service

IBM provides replacement CRUs to you for you to install. CRU information and replacement instructions are shipped with your Machine and are available from IBM at any time on your request. Installation of Tier 1 CRUs is your responsibility. If IBM installs a Tier 1 CRU at your request, you will be charged for the installation. You may install a Tier 2 CRU yourself or request IBM to install it, at no additional charge, under the type of warranty service designated for your Machine. IBM specifies in the materials shipped with a replacement CRU whether a defective CRU must be returned to IBM. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if IBM does not receive the defective CRU within 30 days of your receipt of the replacement.

2. On-site Service

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

3. Courier or Depot Service *

You will disconnect the failing Machine for collection arranged by IBM. IBM will provide you with a shipping container for you to return your Machine to a designated service center. A courier will pick up your

Machine and deliver it to the designated service center. Following its repair or exchange, IBM will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification.

4. Customer Carry-In or Mail-In Service

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

5. CRU and On-site Service

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

6. CRU and Courier or Depot Service

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

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

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

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

* This type of service is called ThinkPad EasyServ or EasyServ in some countries.

The IBM Machine Warranty worldwide web site at http://www.ibm.com/servers/support/machine_warranties/ provides a worldwide overview of IBM's Limited Warranty for Machines, a Glossary of IBM definitions, Frequently Asked Questions (FAQs) and Support by Product (Machine) with links to Product Support pages. **The IBM Statement of Limited Warranty is also available on this site in 29 languages.**

To obtain warranty service contact IBM or your IBM reseller. In Canada or the United States, call 1-800-IBM-SERV (426-7378). In other countries, see the telephone numbers below.

Worldwide telephone list

Phone numbers are subject to change without notice. For the warranty service contact telephone number in a country not yet reflected in the list below, contact IBM in that country or visit <http://www.ibm.com/pc/support/> and click **Support Phone List** for a current telephone listing.

Country or Region	Language	Telephone Number	Hours of operation
Africa	--	Africa: +44 (0)1475 555 055 South Africa: +27 11 3028888 and 0800110756 Central Africa: Contact the nearest IBM Business Partner	--
Argentina	Spanish	0800-666-0011	9AM - 10PM Monday-Friday (Local time)
Australia	English	131-426	9AM - 9PM AEST 7 days/week
Austria	German	+43-1-24592-5901	9AM - 5:30PM, Monday - Friday (Local time)
Belgium	Dutch French	02-210-9820 02-210-9800	9AM - 5PM Monday -Friday (Local time)
Bolivia	Spanish	0800-0189	8AM - 9PM Monday -Friday (Local time)
Brazil	Portuguese	55-11-3889-8986	8AM - 6PM Monday -Friday (Local time)
Canada	English French	1-800-565-3344 1-800-565-3344 In Toronto only call: 416-383-3344	24 hours/day, 7 days/week
Chile	Spanish	800-224-488	8AM - 9PM Monday -Friday (Local time)
China	Mandarin	800 810 1818	8:30AM - 5PM Monday -Friday (Local time)
China (Hong Kong S.A.R.)	Cantonese, English, Putonghua	Home PC: 852 2825 7799 Commercial PC: 852 8205 0333 ThinkPad and WorkPad: 852 2825 6580	9AM - 5PM Monday -Friday (Local time)

Country or Region	Language	Telephone Number	Hours of operation
Colombia	Spanish	1-800-912-3021	8AM - 9PM EST Monday -Friday
Costa Rica	Spanish	284-3911	8AM - 5PM Monday -Friday (Local time)
Cyprus	--	+357-22-841100	--
Czech Republic	--	+420-2-7213-1316	--
Denmark	Danish	4520-8200	8:30AM - 4:30PM Monday -Friday (Local time)
Dominican Republic	Spanish	566-4755 566-5161 ext. 8201 Toll Free within the Dominican Republic: 1-200-1929	8AM - 5PM Monday -Friday (Local time)
Ecuador	Spanish	1-800-426911	7AM - 8PM Monday -Friday (Local time)
El Salvador	Spanish	250-5696	8AM - 5PM Monday -Friday (Local time)
Estonia	--	+386-61-1796-699	--
Finland	Finnish	+358-9-459-6960	9AM - 5PM Monday -Friday (Local time)
France	French	+33-238-557-450	9AM - 6PM Monday -Friday (Local time)
Germany	German	+49-7032-15-49201	9AM - 5:30PM Monday -Friday (Local time)
Greece	--	+30-210-680-1700	--
Guatemala	Spanish	335-8490	8AM - 5PM Monday -Friday (Local time)
Honduras	Spanish	Tegucigalpa & San Pedro Sula: 232-4222 San Pedro Sula: 552-2234	8AM - 5PM Monday -Friday (Local time)
Hungary	--	+36-1-382-5720	--
India	English	1600-44-6666	9AM - 6PM Monday -Friday (Local time) Except holidays
Indonesia	Bahasa, Indonesian, English	800-140-3555	8AM - 6PM Monday -Friday (Local time)

Country or Region	Language	Telephone Number	Hours of operation
Ireland	English	+353-(0)1-815-9200	9AM - 5:30PM Monday -Friday (Local time)
Italy	Italian	+39-02-7031-6101	9AM - 5PM Monday -Friday (Local time)
Japan	Japanese, English	<p>Desktop</p> <p>Toll free: 0120-887-870; For International: +81-46-266-4724</p> <p>ThinkPad</p> <p>Toll free: 0120-887-874; For International: +81-46-266-4724</p> <p>Both of the above numbers will be answered with a Japanese language voice prompt. For telephone support in English, please wait for the Japanese voice prompt to end, and an operator will answer. Please ask for "English support please", and your call will be transferred to an English speaking operator.</p>	<p>ThinkPad and Desktop 10AM - 6PM Everyday Except Second Sunday of the month, Year end</p>
	Japanese	<p>IntelliStation and xSeries Inside Japan and Overseas calls: +81-46-266-1358</p>	<p>IntelliStation and xSeries 9AM - 5PM Monday - Friday Except Saturday, Sunday, Holidays, Year End</p>
	Japanese	<p>PC Software 0120-558-695 (Overseas calls: +81-44-200-8666)</p>	<p>PC Software 10AM - 6PM Monday - Friday Except Saturday, Sunday, Holidays, Year End</p>

Country or Region	Language	Telephone Number	Hours of operation
Korea	Korean	82-2-3284-1500	9AM - 6PM Monday - Friday 9AM - 1PM Saturday
Latvia	--	+386-61-1796-699	--
Lithuania	--	+386-61-1796-699	--
Luxembourg	French	+352-298-977-5063	9AM - 5PM Monday - Friday (Local time)
Malaysia	English	1800-88-8558	8:30AM - 5PM Monday - Friday (Local time)
Malta	--	+356-23-4175	--
Mexico	Spanish	001-866-434-2080	7AM - 8PM Monday - Friday (Local time)
Middle East	--	+44 (0)1475-555-055	--
Netherlands	Dutch	+31-20-514-5770	9AM - 5PM Monday - Friday (Local time)
New Zealand	English	0800-446-149	9AM - 9PM 7 days/week
Nicaragua	Spanish	255-6658	8AM - 5PM Monday - Friday (Local time)
Norway	Norwegian	NetVista, ThinkCentre, and ThinkPad: +47 6699 8960 All products: +47 815 21550	8:30AM - 4:30PM Monday - Friday (Local time)
Panama	Spanish	206-6047	8AM - 5PM Monday - Friday (Local time)
Peru	Spanish	0-800-50-866	7AM - 8PM Monday - Friday (Local time)
Philippines	English	1800-1888-1426	9AM - 5PM Monday - Friday (Local time)
Poland	--	+48-22-878-6999	--
Portugal	Portuguese	+351-21-892-7147	9AM - 5PM Monday - Friday (Local time)
Russian Federation	Russian	+7-095-940-2000	--
Singapore	English	1800-3172-888	8AM - 6:30PM Monday - Friday (Local time)
Slovakia	--	+421-2-4954-1217	--
Slovenia	--	+386-1-5830-050	--

Country or Region	Language	Telephone Number	Hours of operation
Spain	Spanish	+34-91-714-7983	9AM - 5PM Monday - Friday (Local time)
Sri Lanka	English	+94-11-2448-442 +94-11-2421-066 +94-11-2493-500	8:30AM - 5PM Monday - Friday (Local time) Except Holidays
Sweden	Swedish	+46-8-477-4420	8:30AM - 4:30PM Monday - Friday (Local time)
Switzerland	German, French, Italian	+41-58-333-0971	9AM - 5PM Monday - Friday (Local time)
Taiwan	Mandarin	886-2-8723-9799	24 hours/day, 7 days/week
Thailand	Thai	1-800-299-229	8AM - 6PM Monday - Friday (Local time) Except Holidays
Turkey	Turkish	00800-211-4032 +90-212-317-1760	9AM - 6PM Monday - Friday (Local time)
United Kingdom	English	+44-1475-555-055	9AM - 5:30PM Monday - Friday (Local time)
United States	English	1-800-IBM-SERV (1-800-426-7378)	24 hours/day, 7 days/week
Uruguay	Spanish	000-411-005-6649	9AM - 10PM Monday - Friday (Local time)
Venezuela	Spanish	0-800-100-2011	8AM - 9PM Monday - Friday (Local time)
Vietnam	English/Vietnamese	Ho Chi Minh = (848) 824-1474 Hanoi = (844) 842-6316	9AM - 5PM Monday - Friday (Local time)

Note: * The numbers will be answered with a Japanese language voice prompt. For telephone support in English, please wait for the Japanese voice prompt to end, and an operator will answer. Please ask for "English support please," and your call will be transferred to an English speaking operator.

Country or Region	Language	Telephone Number	Hours of operation
Sweden	Swedish	+46-8-477-4420	8:30AM - 4:30PM Monday - Friday (Local time)
Switzerland	German, French, Italian	+41-58-333-0971	9AM - 5PM Monday - Friday (Local time)
Taiwan	Mandarin	886-2-8723-9799	24 hours/day, 7 days/week
Thailand	Thai	1-800-299-229	8AM - 6PM Monday - Friday (Local time) Except Holidays
Turkey	Turkish	00800-211-4032 +90-212-317-1760	9AM - 6PM Monday - Friday (Local time)
United Kingdom	English	+44-1475-555-055	9AM - 5:30PM Monday - Friday (Local time)
United States	English	1-800-IBM-SERV (1-800-426-7378)	24 hours/day, 7 days/week
Uruguay	Spanish	000-411-005-6649	9AM - 10PM Monday - Friday (Local time)
Venezuela	Spanish	0-800-100-2011	8AM - 9PM Monday - Friday (Local time)
Vietnam	English/Vietnamese	Ho Chi Minh = (848) 824-1474 Hanoi = (844) 842-6316	9AM - 5PM Monday - Friday (Local time)

Appendix C. Guarantee supplement for Mexico

This supplement is considered part of IBM's Statement of Limited Warranty and shall be effective solely and exclusively for products distributed and commercialized within Territory of the Mexican United States. In the event of a conflict, the terms of this supplement shall apply.

All software programs pre-loaded in the equipment shall only have a thirty-(30) day guarantee for installation defects from the date of purchase. IBM is not responsible for the information in such software programs and/or any additional software programs installed by you or installed after purchase of the product.

Services not chargeable to the guarantee shall be charged to the final user, prior an authorization.

In the event that warranty repair is required please call the IBM Support Center at 001-866-434-2080, where you will be directed to the nearest Authorized Service Center. Should no Authorized Service Center exist in your city, location or within 70 kilometers of your city or location, the guarantee includes any reasonable delivery charges related to the transportation of the product to our nearest Authorized Service Center. Please call the nearest Authorized Service Center to obtain the necessary approvals or information concerning the shipment of the product and the shipment address.

To obtain a list of Authorized Service Centers, please visit:
http://www.pc.ibm.com/la/centros_de_servicio/servicio_mexico/servicio_mexico.html

Manufactured by:

SCI Systems de México, S.A. de C.V.
Av. De la Solidaridad Iberoamericana No. 7020
Col. Club de Golf Atlas
El Salto, Jalisco, México
C.P. 45680,
Tel. 01-800-3676900

Marketing by:

IBM de México, Comercialización y
Servicios, S. A. de C. V.
Alfonso Nápoles Gándara No 3111
Parque Corporativo de Peña Blanca
Delegación Álvaro Obregón

México, D.F., México
C.P. 01210,
Tel. 01-800-00-325-00

Appendix D. Notices

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- IntelliStation
- ThinkPad
- xSeries

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<http://www.ibm.com/ibm/environment/products/batteryrecycle.shtml>.

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<http://www.ibm.com/ibm/environment/products/batteryrecycle.shtml> or contact your local waste disposal facility. Recycling facilities might not be available in your area.

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