



340 MB Microdrive

User's Guide

OPTIONS
by IBM

First Edition (August 1999)

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Note: Before using this information and the product it supports, be sure to read the information under Appendix B, “Product warranties and notices” on page 2-3.

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Product registration

Thank you for purchasing OPTIONS by IBM . Please take a few moments to register your product and provide us with information that will help IBM to better serve you in the future. Your feedback is valuable to us in developing products and services that are important to you, as well as in developing better ways to communicate with you. Register your option on the IBM Web site at:

<http://www.ibm.com/pc/register>

IBM will send you information and updates on your registered product unless you indicate on the Web site questionnaire that you do not want to receive further information.

About this book

This book contains instructions for installing, setting up, and using your IBM 340 MB Microdrive. The manual is divided into the following parts:

Part 1: Installation

This section contains the product description, hardware and software requirements, and installation and operating instructions in the following languages:

- English
- German
- French
- Spanish
- Italian
- Brazilian Portuguese
- Japanese

Part 2: Appendixes

This section contains service, warranty and notice information.

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

Part 1: Installation and user's guide

This section contains the product description, installation instructions, and operating information.

Product description

The IBM 340 MB Microdrive is a CF Type II device that works only with Microsoft Windows 98, Windows 95, Microsoft Windows NT Workstation, or Windows CE. If you are using Windows CE, you can insert the microdrive into a computer CF+ Type II slot that has an ejection mechanism. However, if you are using Windows 98, Windows 95, or Windows NT, you must insert the microdrive into a PC Card adapter (included) so that you can insert the adapter and microdrive into a PCMCIA Type II slot.

The following items are included in the option package:

- 340 MB¹ Microdrive
- PC Card adapter
- 340 MB Microdrive User's Guide*
- Option diskette

¹ MB equals approximately 1 000 000 bytes.

Software description

The option diskette contains device drivers for Windows 98 and Windows 95, and an optional file that enables Windows 98 and Windows 95 to detect an inserted microdrive during computer startup.

Installation requirements

Before you install the microdrive, be sure that your computer meets the following requirements:

- Windows 98, Windows 95, Windows NT, or Windows CE operating system
- PCMCIA Type II slot if you are using Windows 98, Windows 95, or Windows NT
- CF+ Type II slot with an ejection mechanism if you are using Windows CE
- 3.5-inch diskette drive for the option diskette if you are using Windows 98 or Windows 95

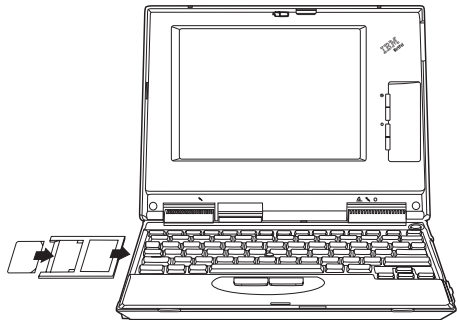
Installing the microdrive

This section contains microdrive installation instructions for Windows 98, Windows 95, Windows NT, and Windows CE.

Installing the microdrive in Windows 98 or Windows 95

To install the microdrive in Windows 98 or Windows 95:

1. Turn on your computer and start the operating system.
2. Align the mark on the microdrive with the mark on the PC Card adapter.



3. Insert the microdrive carefully and firmly into the PC Card adapter.
4. Insert the PC Card adapter into a PCMCIA slot, following the PC Card adapter instructions that come with the computer. Be sure to grasp the PC Card adapter instead of

the microdrive when you insert or remove the PC Card adapter from the computer.

5. If Windows detects the microdrive, click **Next** in the Add New Hardware Wizard window and go to the next step.

If Windows does not detect the microdrive after you insert it into the computer slot, do the following:

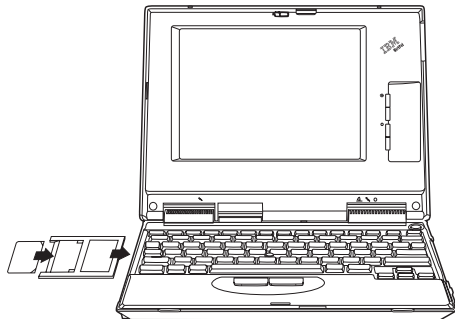
- a. Click **Start**.
 - b. Select **Settings**.
 - c. Click **Control Panel**.
 - d. Double-click the **Add New Hardware** icon and click **Next**.
 - e. Click **No** in the Add New Hardware Wizard window and click **Next**.
 - f. Click **Hard Disk Controllers** as the hardware type and click **Next**.
 - g. Go to step 7 below.
6. Place a check in the **Display a list of all the drivers in a specific location, so you can select the driver you want** check box; then click **Next**.
 7. Click **Have Disk**.
 8. Select the manufacturer and model of your microdrive.
 9. Insert the option diskette into the diskette drive.
 10. Type A:\ in the command line; then click **Browse**.
 11. Select **microdrv.inf** from the displayed file list and click **OK**.
 12. Select **IBM microdrive** and click **Next**.
 13. Verify that **IBM microdrive** is the displayed device name and that A:\MICRODRV.INF is the displayed location of the device driver; then click **Next** to complete the installation.
 14. Double-click **My Computer** to determine the drive letter assigned to the microdrive.

15. If you want Windows 98 or Windows 95 to recognize the microdrive when you insert it before computer startup, go to “Installing the microdrive restart file for Windows 98 and Windows 95” on page 1-7.

Installing the microdrive in Windows NT

To install the microdrive in Windows NT:

1. Turn on your computer and start Windows NT.
2. Align the mark on the microdrive with the mark on the PC Card adapter.



3. Insert the microdrive carefully and firmly into the PC Card adapter.
4. Insert the PC Card adapter into a PCMCIA slot, following the PC Card instructions that come with the computer. Be sure to grasp the PC Card adapter instead of the microdrive when you insert or remove the PC Card adapter from the computer.

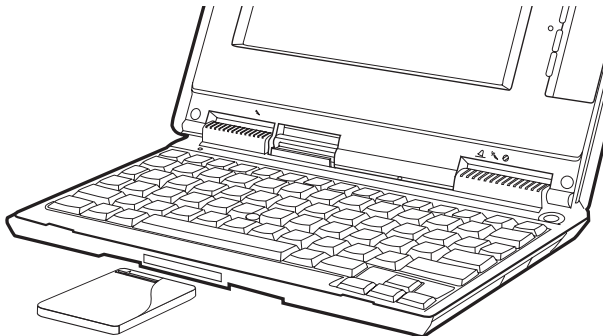
5. Configure the microdrive using the following instructions:
 - a. Click **Start**.
 - b. Select **Programs**.
 - c. Select **Administrative Tools (Common)**.
 - d. Click **Disk Administrator**. The **New Drive Detected** message displays.
 - e. Follow the on-screen instructions to configure the microdrive.

Windows NT assigns a drive letter and displays the microdrive in the Disk Administrator window.

Installing the microdrive in Windows CE

To install the microdrive in Windows CE:

1. Turn on your computer and start Windows CE.
2. Insert the microdrive into the CF+ Type II slot, as shown.



Windows CE automatically configures the microdrive. The microdrive is represented by a folder titled **Storage Card** that displays on the screen.

Installing the microdrive restart file for Windows 98 and Windows 95

If you want Windows 98 or Windows 95 to detect the microdrive when you insert it before computer startup, you must install the optional restart file on the option diskette.

To install the microdrive restart file for Windows 98 and Windows 95:

1. Verify that the option diskette is in the diskette drive.
2. Click **Start**.
3. Click **Run**.
4. Type `A:\MD9XFIX.EXE` in the command line and click **OK**.
5. Click **Finish** to open the installation wizard window.
6. Click **Next**.
7. Click **Finish**.
8. Close all applications and restart your computer.

Handling precautions

Use the following precautions when handling the microdrive:

Transport the microdrive only in the plastic case that comes with the option package.

Do not drop the microdrive.

Do not get the microdrive wet.

Do not place the microdrive near a strong magnetic field.

Do not expose the microdrive to extreme temperatures.

If you are using Windows CE, do not insert the microdrive into a CF+ Type II slot that does not have an ejection mechanism.

Do not squeeze the external covers of the microdrive.

Do not apply additional labels to the microdrive.

Do not remove the microdrive label.

Do not write on the microdrive label.

Use care whenever you remove the microdrive from the computer; the microdrive might be hot after operation.

Installation and user's guide (Translate)

This section contains the product description, installation instructions, and operating information.

Product description

The IBM 340 MB Microdrive is a CF Type II device that works only with Microsoft Windows 98, Windows 95, Microsoft Windows NT Workstation, or Windows CE. If you are using Windows CE, you can insert the microdrive into a computer CF+ Type II slot that has an ejection mechanism. However, if you are using Windows 98, Windows 95, or Windows NT, you must insert the microdrive into a PC Card adapter (included) so that you can insert the adapter and microdrive into a PCMCIA Type II slot.

The following items are included in the option package:

- 340 MB² Microdrive
- PC Card adapter
- 340 MB Microdrive User's Guide*
- Option diskette

² MB equals approximately 1 000 000 bytes.

Software description

The option diskette contains device drivers for Windows 98 and Windows 95, and an optional file that enables Windows 98 and Windows 95 to detect an inserted microdrive during computer startup.

Installation requirements

Before you install the microdrive, be sure that your computer meets the following requirements:

- Windows 98, Windows 95, Windows NT, or Windows CE operating system
- PCMCIA Type II slot if you are using Windows 98, Windows 95, or Windows NT
- CF+ Type II slot with an ejection mechanism if you are using Windows CE
- 3.5-inch diskette drive for the option diskette if you are using Windows 98 or Windows 95

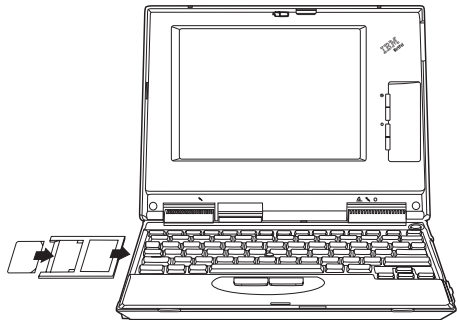
Installing the microdrive

This section contains microdrive installation instructions for Windows 98, Windows 95, Windows NT, and Windows CE.

Installing the microdrive in Windows 98 or Windows 95

To install the microdrive in Windows 98 or Windows 95:

1. Turn on your computer and start the operating system.
2. Align the mark on the microdrive with the mark on the PC Card adapter.



3. Insert the microdrive carefully and firmly into the PC Card adapter.
4. Insert the PC Card adapter into a PCMCIA slot, following the PC Card adapter instructions that come with the computer. Be sure to grasp the PC Card adapter instead of

the microdrive when you insert or remove the PC Card adapter from the computer.

5. If Windows detects the microdrive, click **Next** in the Add New Hardware Wizard window and go to the next step.

If Windows does not detect the microdrive after you insert it into the computer slot, do the following:

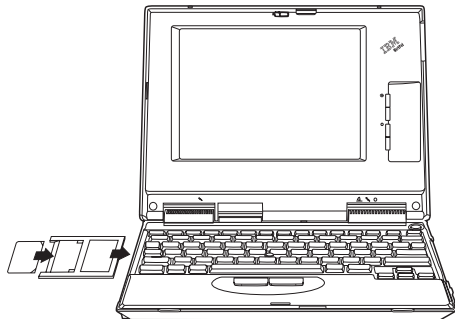
- a. Click **Start**.
 - b. Select **Settings**.
 - c. Click **Control Panel**.
 - d. Double-click the **Add New Hardware** icon and click **Next**.
 - e. Click **No** in the Add New Hardware Wizard window and click **Next**.
 - f. Click **Hard Disk Controllers** as the hardware type and click **Next**.
 - g. Go to step 7 below.
6. Place a check in the **Display a list of all the drivers in a specific location, so you can select the driver you want** check box; then click **Next**.
 7. Click **Have Disk**.
 8. Select the manufacturer and model of your microdrive.
 9. Insert the option diskette into the diskette drive.
 10. Type A:\ in the command line; then click **Browse**.
 11. Select **microdrv.inf** from the displayed file list and click **OK**.
 12. Select **IBM microdrive** and click **Next**.
 13. Verify that **IBM microdrive** is the displayed device name and that A:\MICRODRV.INF is the displayed location of the device driver; then click **Next** to complete the installation.
 14. Double-click **My Computer** to determine the drive letter assigned to the microdrive.

15. If you want Windows 98 or Windows 95 to recognize the microdrive when you insert it before computer startup, go to “Installing the microdrive restart file for Windows 98 and Windows 95” on page 1-15.

Installing the microdrive in Windows NT

To install the microdrive in Windows NT:

1. Turn on your computer and start Windows NT.
2. Align the mark on the microdrive with the mark on the PC Card adapter.



3. Insert the microdrive carefully and firmly into the PC Card adapter.
4. Insert the PC Card adapter into a PCMCIA slot, following the PC Card instructions that come with the computer. Be sure to grasp the PC Card adapter instead of the microdrive when you insert or remove the PC Card adapter from the computer.

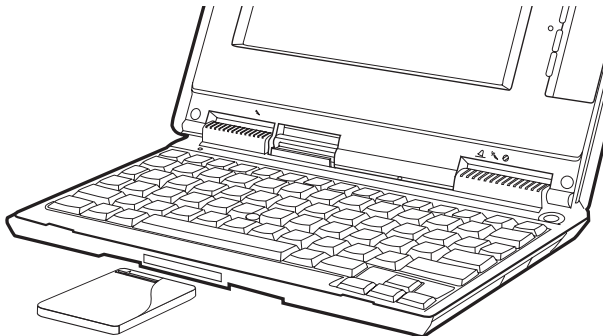
5. Configure the microdrive using the following instructions:
 - a. Click **Start**.
 - b. Select **Programs**.
 - c. Select **Administrative Tools (Common)**.
 - d. Click **Disk Administrator**. The **New Drive Detected** message displays.
 - e. Follow the on-screen instructions to configure the microdrive.

Windows NT assigns a drive letter and displays the microdrive in the Disk Administrator window.

Installing the microdrive in Windows CE

To install the microdrive in Windows CE:

1. Turn on your computer and start Windows CE.
2. Insert the microdrive into the CF+ Type II slot, as shown.



Windows CE automatically configures the microdrive. The microdrive is represented by a folder titled **Storage Card** that displays on the screen.

Installing the microdrive restart file for Windows 98 and Windows 95

If you want Windows 98 or Windows 95 to detect the microdrive when you insert it before computer startup, you must install the optional restart file on the option diskette.

To install the microdrive restart file for Windows 98 and Windows 95:

1. Verify that the option diskette is in the diskette drive.
2. Click **Start**.
3. Click **Run**.
4. Type `A:\MD9XFIX.EXE` in the command line and click **OK**.
5. Click **Finish** to open the installation wizard window.
6. Click **Next**.
7. Click **Finish**.
8. Close all applications and restart your computer.

Handling precautions

Use the following precautions when handling the microdrive:

Transport the microdrive only in the plastic case that comes with the option package.

Do not drop the microdrive.

Do not get the microdrive wet.

Do not place the microdrive near a strong magnetic field.

Do not expose the microdrive to extreme temperatures.

If you are using Windows CE, do not insert the microdrive into a CF+ Type II slot that does not have an ejection mechanism.

Do not squeeze the external covers of the microdrive.

Do not apply additional labels to the microdrive.

Do not remove the microdrive label.

Do not write on the microdrive label.

Use care whenever you remove the microdrive from the computer; the microdrive might be hot after operation.

Product registration

Thank you for purchasing OPTIONS by IBM . Please take a few moments to register your product and provide us with information that will help IBM to better serve you in the future. Your feedback is valuable to us in developing products and services that are important to you, as well as in developing better ways to communicate with you. Register your option on the IBM Web site at:

<http://www.ibm.com/pc/register>

IBM will send you information and updates on your registered product unless you indicate on the Web site questionnaire that you do not want to receive further information.

Product service and warranty information

For technical support, support hours, and warranty terms and conditions, see the enclosed inserts, or contact your IBM reseller or IBM marketing representative.

Part 2: Appendixes

This section contains help and service information, the product warranties, and notices.

Appendix A. Help and service information

This section contains information on how to obtain online and telephone technical support.

Online technical support

Online technical support is available during the life of your product. Online assistance can be obtained through the Personal Computing Support Web site, the PSG Electronic Bulletin Board System, and the IBM Automated Fax System.

<i>Online technical support</i>	
IBM Personal Computing Support Web Site	http://www.ibm.com/pc/support
IBM PSG BBS	1-919-517-0001
IBM Automated Fax System	1-800-426-3395 1-800-465-3299 (in Canada)

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

Marketing, installation, and configuration support through the HelpCenter 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:

1. Option name
2. Option number
3. Proof of purchase
4. Computer manufacturer, model, serial number (if IBM), and manual
5. Exact wording of the error message (if any)
6. Description of the problem
7. 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 or to the enclosed technical support insert. If the number is not provided, contact your IBM reseller or IBM marketing representative. Response time may vary depending on the number and nature of the calls received.

<i>Support 24 hours a day, 7 days a week</i>	
Canada	1-800-565-3344
U.S.A./Puerto Rico	1-800-772-2227

Appendix B. Product warranties and notices

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 2-4)

Worldwide except Canada, Puerto Rico, Turkey, and United States (Z125-5697-01 11/97)

(Part 1 - General Terms on page 2-9)

Worldwide Country-Unique Terms

(Part 2 - Country-Unique Terms on page 2-14)

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 340 MB Microdrive

Warranty Period* - One Year

**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. 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 340 MB Microdrive

Warranty Period* - One Year

**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**.

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