



IBM Flatpanel Speakers

User's Guide

OPTIONS
by IBM

Note: Before using this information and the product it supports, read the information under Appendix C, "Product warranties and notices" on page C-1 .

IBM Flatpanel Speakers

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About this book

This manual contains instructions for installing, configuring, and troubleshooting the IBM® Flatpanel Speakers User's Guide. The manual is divided into two parts:

Part 1: Installation and user's guide

This guide contains abbreviated installation instructions.

This guide also contains the product description and expanded installation instructions in the following languages:

- English
- French
- Spanish
- Italian
- Brazilian Portuguese
- Traditional Chinese
- Japanese

Part 2: Appendixes

The appendixes contain device driver special configuration settings, help and service information. It also contains the product warranties and notices.

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

Registering your option

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.

Safety: read first

Before installing this product, read the Safety Information.

مج، يجب قراءة دات السلامة

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

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

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtete příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

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

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

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

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

לפני שתתקינו מוצר זה, קראו את הוראות הבטיחות.

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

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

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

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

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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

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

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

Перед установкой продукта прочтите инструкции по технике безопасности.

Pred inštaláciou tohto zariadenia si pečítajte Bezpečnostné predpisy.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

安裝本產品之前，請先閱讀「安全資訊」。

Part 1: Installation and user's guide

This guide contains instructions on how to install and use the IBM Flatpanel Speakers.

Product Description

The flatpanel speakers will easily stand on your desktop using the integrated desk stands. You can also attach them to the side of some IBM monitors with the included accessory mounting bar. The speakers can also be used with IBM monitors that do not have the accessory bar mounting feature by utilizing the adhesive clip pads. The accessory bar comes in two parts and is adjustable to fit a wide range of monitor sizes. The speaker also has two headphone jacks for private listening.

Before you begin

In addition to the User's Guide and Safety Information manual, the option package includes the following:

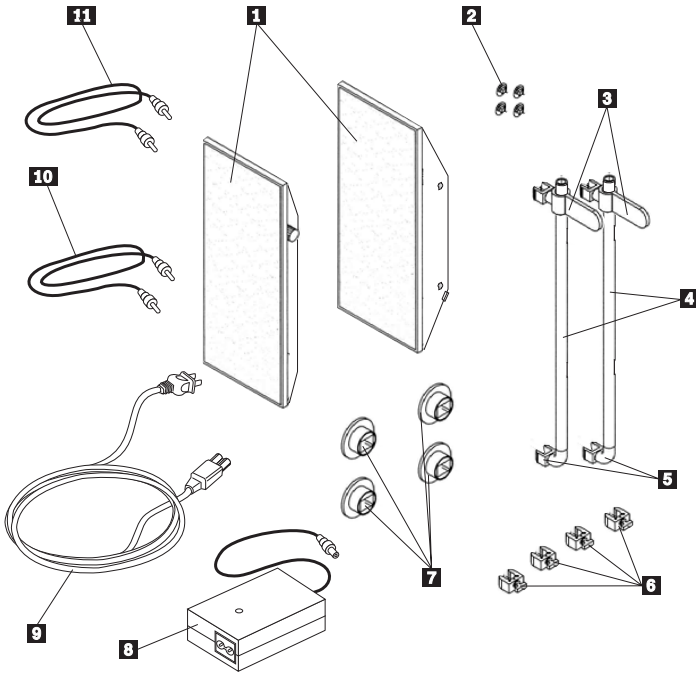


Table 1-1.

1 Two black flat panel speakers	5 Two attached elbow end clips	9 One power cord
2 Four rubber plugs	6 Four accessory T-Clips	10 One 1.82 m (6 ft) stereo mini-plug cable for audio input
3 Two accessory bar clips	7 Four accessory clip pads with adhesive	11 One 1.82 m (6 ft) stereo mini-plug cable for left speaker connection
4 Two accessory bars	8 One 12 V dc power adapter	

If any of these items are not in this option package contact the place of purchase.

Mounting your flatpanel speakers

There are three ways to mount your flatpanel speakers:

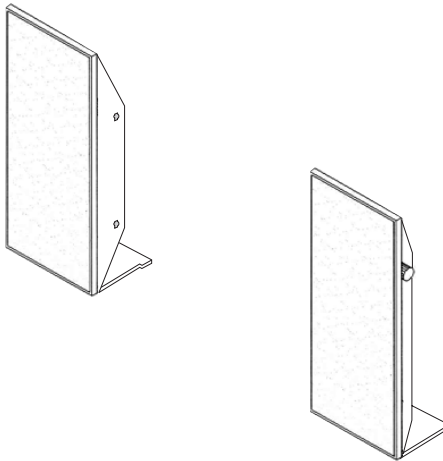
1. If you are mounting your speakers on your desk, go to “Mounting the speakers on your desk”.
2. If you are mounting your speakers on IBM monitors with accessory clips, go to “Mounting the speakers on IBM monitors with accessory clips” on page 1-4.
3. If you are mounting your speakers on monitors without accessory clips, go to “Mounting the speakers on monitors without accessory clips” on page 1-5.

Mounting the speakers on your desk

Follow these instructions to mount your flatpanel speaker on your desk using the attached stands.

Note: Do not remove the rubber plugs.

1. Determine where you want to place the speakers.
2. Unfold the base of the stands from the bottom rear of the speakers so that the speakers stand upright, as shown in the following illustration.

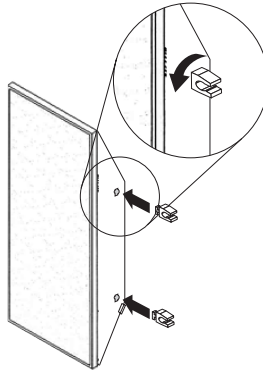


3. Continue with the set up as described in “Connecting the flatpanel speakers to your computer” on page 1-6.

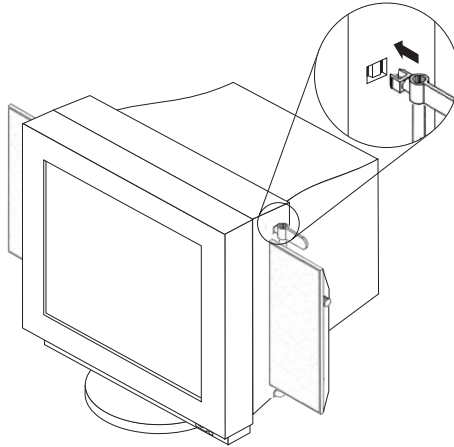
Mounting the speakers on IBM monitors with accessory clips

Follow these instructions if your IBM monitor has provisions for using the accessory bar.

1. Remove the rubber plugs from each speaker and install the T-Clips by inserting the tab into the slot vertically and rotate, as shown in the following illustration.



2. Snap the open ends of the T-Clips onto the accessory bar at the desired height (repeat for other side).
3. Insert the accessory bar with attached T-Clips to the speaker clips on the sides of your monitor, as shown in the following illustration.

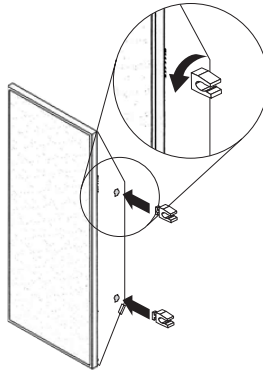


4. Continue with the set up as described in "Connecting the flatpanel speakers to your computer" on page 1-6.

Mounting the speakers on monitors without accessory clips

Follow these instructions if your monitor does not have provisions for using the accessory bar.

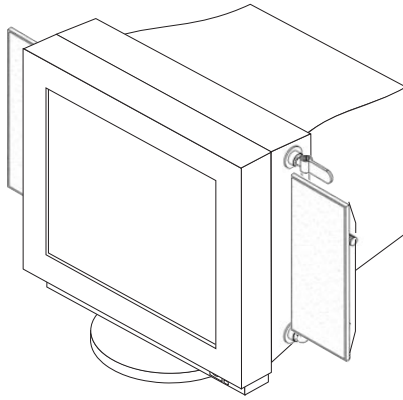
1. Remove the rubber plugs from each speaker and install the T-Clips by inserting the tab into the slot vertically and rotate, as shown in the following illustration.



2. Snap the open ends of the T-Clips onto the accessory bar at the desired height (repeat for other side).
3. Next, attach one accessory clip pad with adhesive to the T-Clip, and the other accessory clip pad with adhesive to the elbow end clip.



4. Peel off the adhesive liner and attach the accessory bar to your monitor, as shown in the following illustration.



5. Continue with the set up as described in “Connecting the flatpanel speakers to your computer”.

Connecting the flatpanel speakers to your computer

Follow these steps to connect the flatpanel speakers to your computer, refer to the following illustration for identification.

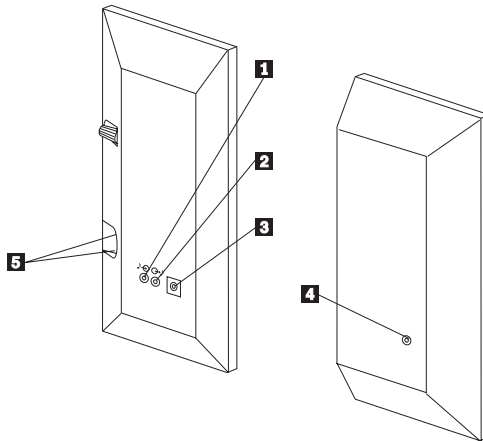


Table 1-2.

- | | |
|---|---------------------------------------|
| 1 Line input jack | 4 Left speaker line input jack |
| 2 Line output jack to left speaker | 5 Headphone jacks |
| 3 12V dc power input | |

1. Determine where the line out terminal is on your computer.
 - Normally there are several ports on the back of your computer. Refer to the owner's manual for the computer to determine location.
 - If the plug supplied does not fit, it is not a stereo mini-plug. Therefore, you must use an appropriate adapter.
 - If a line out terminal is unavailable, use the headphone jack.
2. Turn off your computer or stereo system.
3. Plug one end of the stereo mini-plug cable to the line out terminal of the computer.
4. Plug the other end of the stereo mini plug cable into the line input jack **1** of the right speaker.
5. Plug one end of the second mini-plug cable into the right speaker line output jack **2** and plug the other end into the left speaker line input jack **4**.
6. Connect the power adapter to the 12 V dc power input **3** of the right speaker. Then plug the adapter into an electrical outlet.

Note: Be sure to test your speakers with your computer microphone on (refer to the documentation that comes with your computer). If the speakers are placed too closely to the microphone, they will produce a howling sound (feedback). To avoid this situation, with the microphone on, turn the volume of the speakers all the way up and hold them where you plan to mount them. If you hear a howling sound, move the speakers towards the back of the monitor. This eliminates the howling sound by placing the speakers farther away from the microphone.

7. Turn the volume on the speakers all the way down, (turn counterclockwise).
8. Turn on your computer and play your favorite music or audio.
 - Adjust the volume on your speakers to a comfortable level.
 - If there is no sound, check the volume control and all the connections.
 - If this still does not work, see "Appendix A. Troubleshooting" on page A-1.
9. For private listening use headphone jacks.

Appendix A. Troubleshooting

If you have problems after installing the speakers, refer to the following information for possible solutions.

No sound - check all stereo mini-plug connections and turn connectors slightly to ensure proper contact. Make sure that the power supply is plugged in properly. Make sure you inserted the other end of the stereo mini-plug cable into the line out of your computer or stereo system. On some systems this might also be the headphone jack. Refer to the systems manuals for these products to find the line out, and for information on adjusting line out volume. Also, make sure sound is coming from your computer.

Sound is too high/low - adjust the volume on the computer or stereo system. Also you can adjust the volume on the speakers.

Sound suddenly cuts out - check all connections to ensure proper contact. Restart the computer.

Constant buzzing - check all stereo mini-plug connections and turn connectors slightly to insure proper contact.

Constant howling/feedback - turn down the volume or move the speakers further away from your microphone. You can also turn your microphone off. To do this, refer to the documentation that comes with your computer.

If none of the above solve your problem, go to “Appendix B. Help and service information” on page B-1.

Appendix B. Help and service information

This section contains information on how to obtain warranty information on the World Wide Web and online and telephone technical support.

Warranty information on the World Wide Web

Machine - IBM Flatpanel Speakers

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 Machine Warranties Web site at http://www.ibm.com/servers/support/machine_warranties/ contains a worldwide overview of the IBM Limited Warranty for IBM Machines, a glossary of terms used in the Statement of Limited Warranty, Frequently Asked Questions (FAQ), and links to Product Support Web pages. The IBM Statement of Limited Warranty is available from this Web site in 29 languages in Portable Document Format (PDF).

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 and the IBM Automated Fax System.

<i>Online technical support</i>	
IBM Personal Computing Support Web site	http://www.ibm.com/pc/support
IBM Automated Fax System	1-800-426-3395 (U.S. and 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

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:

- 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 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 (Toronto only)	416-383-3344
Canada (all other)	1-800-565-3344
U.S.A. and Puerto Rico	1-800-772-2227
All other countries	Go to http://www.ibm.com/pc/support/ , and click HelpCenter Phone List .

Appendix C. Product warranty and notices

This section contains the warranty period for your product and the IBM Statement of Limited Warranty.

Machine - IBM Flatpanel Speakers
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.*

IBM Statement of Limited Warranty

Z125-4753-06 8/2000

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 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 Limited 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.

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 ("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.

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.

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.

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 a Machine, contact IBM or your reseller. If you do not register your Machine with IBM, you may be required to present proof of purchase.

During the warranty period, IBM or your reseller, if approved by IBM to provide warranty service, provides without charge certain types of repair and exchange service 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. At its discretion, IBM or your reseller will 1) either repair or exchange the failing Machine and 2) provide the service either at your location or a service center. IBM or your reseller will also manage and install selected engineering changes that apply to the Machine.

Some parts of IBM Machines are designated as Customer Replaceable Units (called “CRUs”), e.g., keyboards, memory, or hard disk drives. IBM ships CRUs

to you for replacement by you. You must return all defective CRUs to IBM within 30 days of your receipt of the replacement CRU. You are responsible for downloading designated Machine Code and Licensed Internal Code updates from an IBM Internet Web site or from other electronic media, and following the instructions that IBM provides.

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. 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.

Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance,

regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, IBM is liable for no more than

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

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, LOST PROFITS OR LOST 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.

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 Agreement, without regard to conflict of law principles.

Part 2 - Country-unique Terms

AMERICAS

BRAZIL

Governing Law: *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.

NORTH AMERICA

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

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

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 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, LAOS, AND VIETNAM

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.

The following is added to this Section:

Disputes and differences arising out of or in connection with this Agreement

shall be finally settled by arbitration which shall be held in Singapore in accordance with the rules of the International Chamber of Commerce (ICC). The arbitrator or arbitrators designated in conformity with those rules shall have the power to rule on their own competence and on the validity of the Agreement to submit to arbitration. The arbitration award shall be final and binding for the parties without appeal and the arbitral award shall be in writing and set forth the findings of fact and the conclusions of law.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. 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 before proceeding upon the reference. The third arbitrator shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the ICC. 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.

The English language version of this Agreement prevails over any other language version.

HONG KONG AND MACAU

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.

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 Limited Warranty, IBM's liability will be limited to the charge paid by you for the individual Machine that is the subject of the claim.

JAPAN

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

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

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.

PEOPLE'S REPUBLIC OF CHINA (PRC)

Governing Law: *The following replaces this Section:*

Both you and IBM consent to the application of the laws of the State of New York (except when local law requires otherwise) to govern, interpret, and enforce all your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

Any disputes arising from or in connection with this Agreement will first be resolved by friendly negotiations, failing which either of us has the right to submit the dispute to the China International Economic and Trade Arbitration Commission in Beijing, the PRC, for arbitration in accordance with its arbitration rules in force at the time. The arbitration tribunal will consist of three arbitrators. The language to be used therein will be English and Chinese. An arbitral award will be final and binding on all the parties, and will be enforceable under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

The arbitration fee will be borne by the losing party unless otherwise determined by the arbitral award.

During the course of arbitration, this Agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

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.

Warranty Service:

If you purchase 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 purchase 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.

If you purchase an IBM 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 authorized service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM authorized service provider.

Governing Law:

The applicable laws that govern, interpret and enforce rights, duties, and obligations of each of us arising from, or relating in any manner to, the subject matter of this Statement, without regard to conflict of laws principles, as well as Country-unique terms and competent court for this Statement are those of the country in which the warranty service is being provided, except that in 1) Albania, Bosnia-Herzegovina, Bulgaria, Croatia, Hungary, Former Yugoslav Republic of Macedonia, Romania, Slovakia, Slovenia, Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan, the laws of Austria apply; 2) Estonia, Latvia, and Lithuania, the laws of Finland apply; 3) Algeria, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Tunisia, this Agreement will be construed and the legal relations between the parties will be determined in accordance with the French laws and all disputes arising out of this Agreement or related to its

violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 4) Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe, this Agreement will be governed by English Law and disputes relating to it will be submitted to the exclusive jurisdiction of the English courts; and 5) in Greece, Israel, Italy, Portugal, and Spain any legal claim arising out of this Statement will be brought before, and finally settled by, the competent court of Athens, Tel Aviv, Milan, Lisbon, and Madrid, respectively.

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

AUSTRIA AND 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 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.

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.

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.

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).*

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 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:

1. *(unchanged)*
2. as to any other actual damage arising in all situations involving

nonperformance 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 third 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.

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 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:

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