



IBM Netfinity NetBAY3E

Installation Instructions



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Notice

Before using this information and the product it supports, please be sure to read the general information under "Product warranties and notices" on page 14.

First Edition (September 1999)

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Safety information



Before installing this product, read the Safety Information.

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

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

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

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

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

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

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

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

Prima di installare questo prodotto, leggere le Informazioni sulla Sicurezza

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

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

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

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

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

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

Перед установкой продукта прочтите инструкции по технике безопасности.

Pred inštaláciou tohto zariadenia si 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」。

Introduction

The IBM® Netfinity® NetBAY3E enclosure provides 3U of storage capacity for installing computer devices. You can stack up to three NetBAY3E enclosures under certain IBM Netfinity servers. Always install a server on the top enclosure in a stack.

Notes:

1. Vertical measurements are given in rack units (U), with one U equal to 4.45cm (1.75in.).
2. The maximum server or device weight that you can install in a NetBAY3E is 77kg (170lbs).

The NetBAY3E enclosure comes with the following:

- One stackable enclosure
- One front bezel
- Eight M5 nuts (for attaching a server or stacking another NetBAY3E enclosure)
- Miscellaneous hardware kit (includes M6 screws and cage nuts for installing devices)
- One rack insertion tool
- This document

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

Tool requirements

You will need the following tools to install the NetBAY3E:

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

Enclosure installation overview

To install the NetBAY3E enclosure, use the following general procedure:

- 1** Install and lock the casters on the enclosure that comes with the 8Ux28D Rack-to-Tower Kit, according to its documentation, before installing any devices or stacking other enclosures.
- 2** Install a device in the bottom enclosure (see “Installing devices in the enclosure” on page 4).
- 3** Attach additional NetBAY3E enclosures (see “Stacking enclosures” on page 12).

Note: When stacking an enclosure on top of another, you must attach them together *before* you install any device in the upper enclosure.

- a. Attach a second NetBAY3E to the bottom enclosure and install a device if applicable.
- b. Attach a third NetBAY3E to the second enclosure and install a device if applicable.

- 4** Attach a server to the top enclosure.
- 5** Attach the caster stabilizer that comes with the 8Ux28D Rack-to-Tower Kit to the front (swivel) casters.
- 6** Attach and neatly route all device and server cables.

Service and cooling clearances

The NetBAY3E enclosure requires a minimum service clearance of 91.5cm (36in.) in the front and the rear. The type of server you install determines the service clearance on the sides. Refer to the server documentation for proper side service clearance.

A minimum cooling clearance of 15cm (6in.) on all sides is required. The server or device that you install in the enclosure might require a greater cooling clearance. Refer to the server or device documentation for the required cooling clearance.

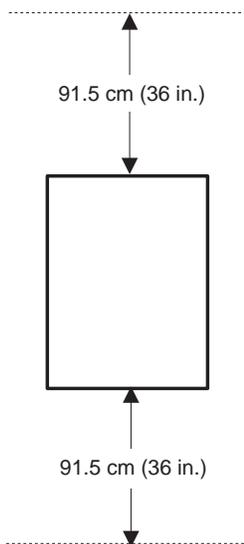


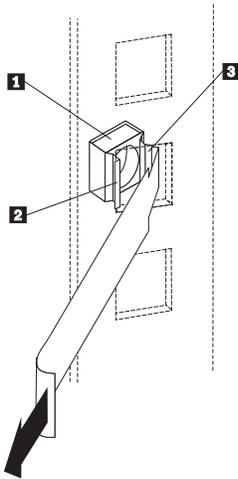
Figure 1. Service and cooling clearances for the enclosure

Installing and moving cage nuts

Install the cage nuts that come with the NetBAY3E on the mounting rails toward the inside of the enclosure. Make sure that you install all of the cage nuts at the appropriate levels (according to the device you are installing in the enclosure) on the mounting rails. You can install or move cage nuts with a flat-blade screwdriver or the rack insertion tool that comes with the enclosure.

Using the rack insertion tool

To install a cage nut using the rack insertion tool:

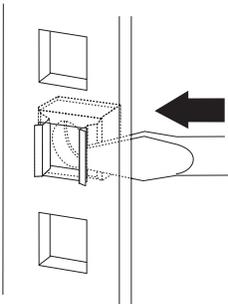


1. Determine the hole in which you want to install the cage nut **1**.
2. Insert one edge of the cage nut into the hole **2**.
3. Push the insertion tool through the hole and hook the other edge of the cage nut **3**.
4. Pull the insertion tool and the cage nut back through the hole to finish.

Figure 2. Using the rack insertion tool to install cage nuts

Using a flat-blade screwdriver

To install a cage nut using a flat-blade screwdriver:



1. Hook one side of the cage nut into the rack-mounting-rail square hole.
2. Hold the cage nut in one hand and compress the cage nut clip with a flat-blade screwdriver.
3. With the clip compressed, push the cage nut fully into the square hole.
4. Release the screwdriver pressure on the clip to lock the cage nut in the square hole.

Figure 3. Using a flat-blade screwdriver to install cage nuts

Installing devices in the enclosure

You can install the following three types of devices:

- Devices like the IBM EXP10 that install on side rails
- Cantilevered devices, such as a power distribution unit (PDU), that installs on the front or rear of the enclosure
- Devices that sit on the enclosure base plate

Attention:

1. Always lock the casters before installing any devices in enclosures.
2. Always install the heaviest device in the bottom, the next heaviest device in the second, and the lightest device in the top enclosure.
3. To allow the enclosure bezel to close, devices with handles must not extend more than 56cm (2.2in.).

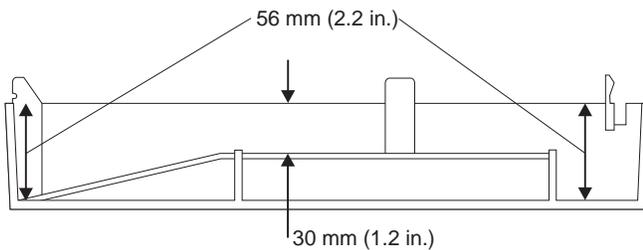


Figure 4. Enclosure internal dimensions

4. All device cables must exit from the rear of the enclosure.

Removing the rear panel

When you install a device in the enclosure, remove the rear panel as follows:

1. Remove the four screws that hold the panel in place.

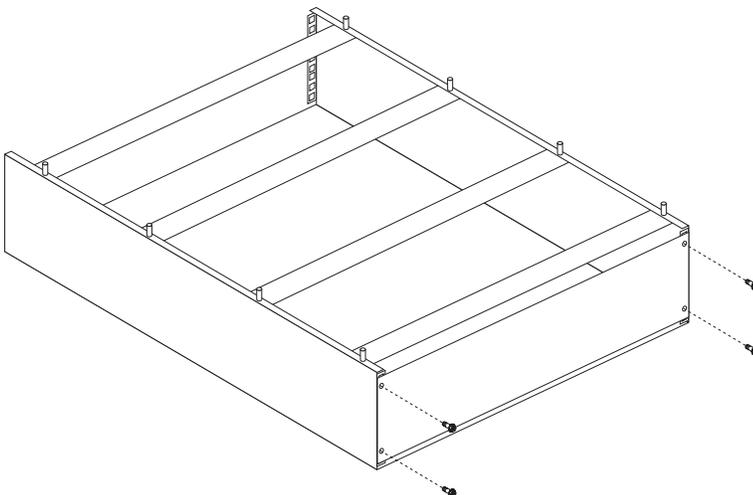


Figure 5. Removing the enclosure rear panel

2. Lift the rear panel off of the enclosure and save for future use.

After you remove the rear panel, you can install one of the following:

- A device on rails (See “Installing a device on side rails”)
- A cantilevered device (See “Installing cantilevered devices” on page 6)
- A device on the base plate (See “Installing devices on the enclosure base plate” on page 7)

Installing a device on side rails

Installing a device with side rails in the NetBAY3E is similar to installing it in a rack cabinet. The basic steps for installing a device on side rails in the enclosure are as follows:

1. Refer to the device documentation for detailed installation information.

Note: If you need to install or move cage nuts at the front or rear of the enclosure, see “Installing and moving cage nuts” on page 3.

2. Turn the device power off and remove all cables and connectors from the device.
3. Install the side rails into the NetBAY3E enclosure.

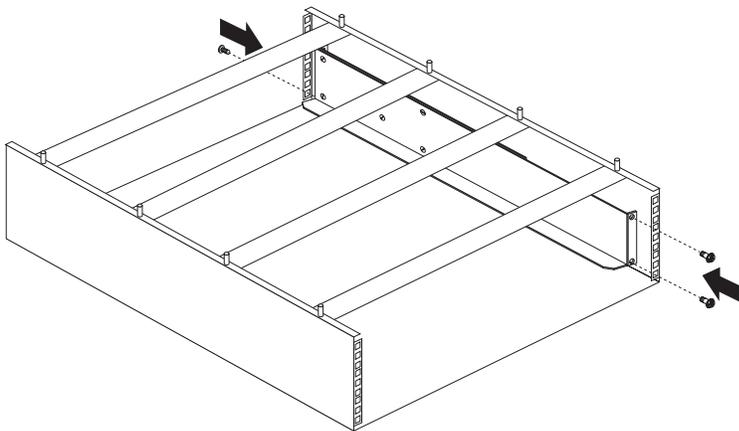


Figure 6. Installing side rails in the enclosure



≥18kg (37lbs)



≥32kg (70.5lbs)



≥55kg (121.2lbs)

4 CAUTION:
Use safe practices when lifting.

4. Install the device on the side rails.

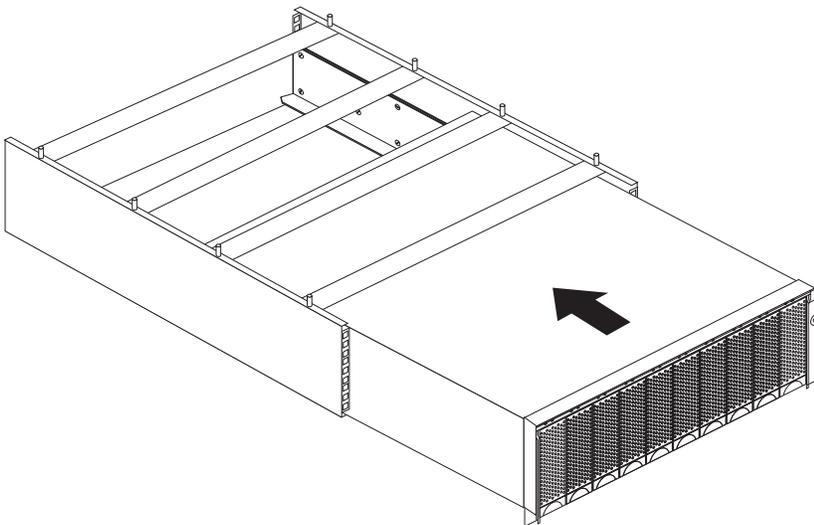


Figure 7. Installing a device on a side rail in the enclosure

After installing the device, you can stack another NetBAY3E enclosure or attach a server.

Installing cantilevered devices

Installing cantilevered devices in an enclosure is similar to installing these devices in a rack cabinet. You can install cantilevered devices in the front or rear of the enclosure. You must secure the devices to the NetBAY3E enclosure vertical mounting rails.

The basic steps for installing a cantilevered device are as follows:

1. Refer to the device documentation for detailed installation information.

Note: If you need to install or move cage nuts at the front or rear of the enclosure, see “Installing and moving cage nuts” on page 3.

2. Turn the device power off and remove all cables and connectors from the device.

3. Install the device in the enclosure.

The following figure shows a power distribution unit (PDU) installed in the rear of the enclosure:

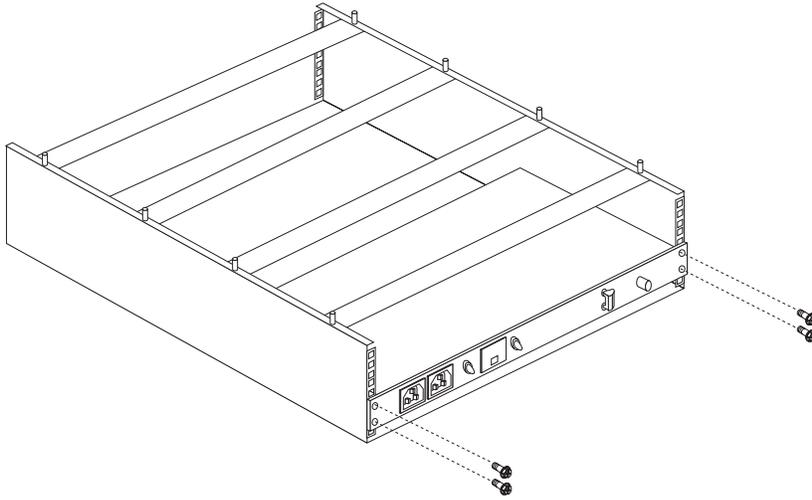


Figure 8. Installing a PDU in the rear of the enclosure

After installing the device, you can stack another NetBAY3E enclosure or install a server on the top enclosure.

Installing devices on the enclosure base plate

Some devices rest on the enclosure base plate. You must secure these devices to the NetBAY3E enclosure vertical mounting rails.

The basic steps for installing a device on the enclosure base plate are as follows:

1. Refer to the device documentation for detailed installation information.

Note: If you need to install or move cage nuts at the front or rear of the enclosure, see “Installing and moving cage nuts” on page 3.

2. Turn the device power off and remove all cables and connectors from the device.



≥18kg (37lbs)



≥32kg (70.5lbs)



≥55kg (121.2lbs)

4 CAUTION:
Use safe practices when lifting.

3. Install the device in the enclosure.

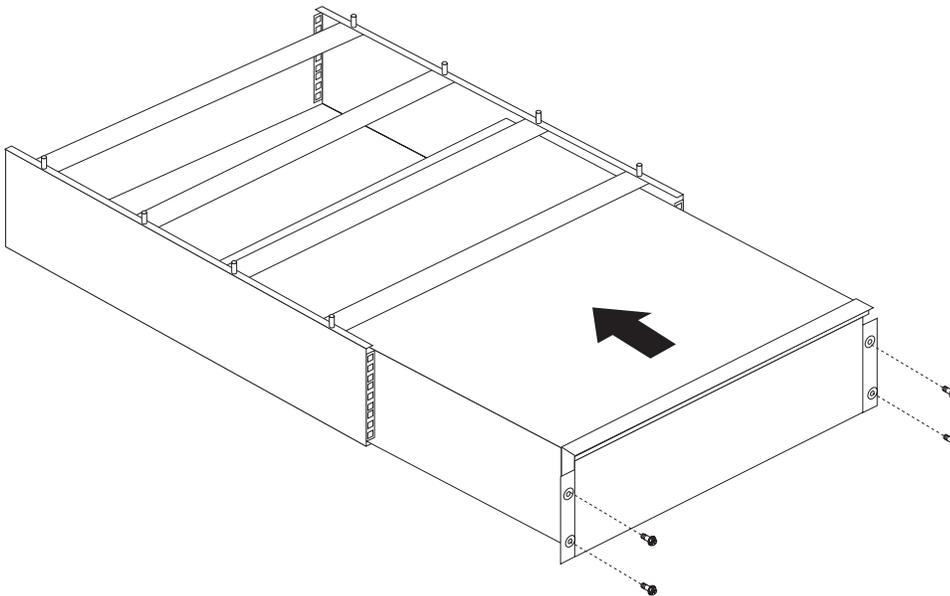


Figure 9. Installing a device on the enclosure base plate

After installing the device, you can stack another NetBAY3E enclosure or attach a server.

Installing a server

You must attach a server to the top of a single NetBAY3E enclosure or multiple attached enclosures. Before installing the server you must first:

1. Install and lock the casters on the bottom enclosure (the one that comes with the 8Ux28D Rack-to-Tower Kit).
2. When stacking enclosures, make sure they are securely fastened together. (See “Stacking enclosures” on page 12.)
3. Make sure that rear covers are securely attached to empty enclosures.

You can install compatible IBM Netfinity servers on the NetBAY3E enclosure; have the server documentation handy for reference. Use the following general procedure to attach servers:

1. Refer to the server documentation and the *IBM Netfinity 8Ux28D Rack-to-Tower Kit Installation Instructions* for detailed installation information.
2. Turn the server power off and remove all cables and connectors from the server.
3. If the server has skid pads or casters installed, remove them from the bottom of the server.
4. If the server has a front door installed, remove it.
5. If the server side covers are already installed, remove them so that you can access the mounting holes on the server.



≥18kg (37lbs)



≥32kg (70.5lbs)



≥55kg (121.2lbs)

4 CAUTION:
Use safe practices when lifting.

6. Carefully lift the server by its handles and align its mounting holes **1** with the NetBAY3E enclosure mounting studs **2**.

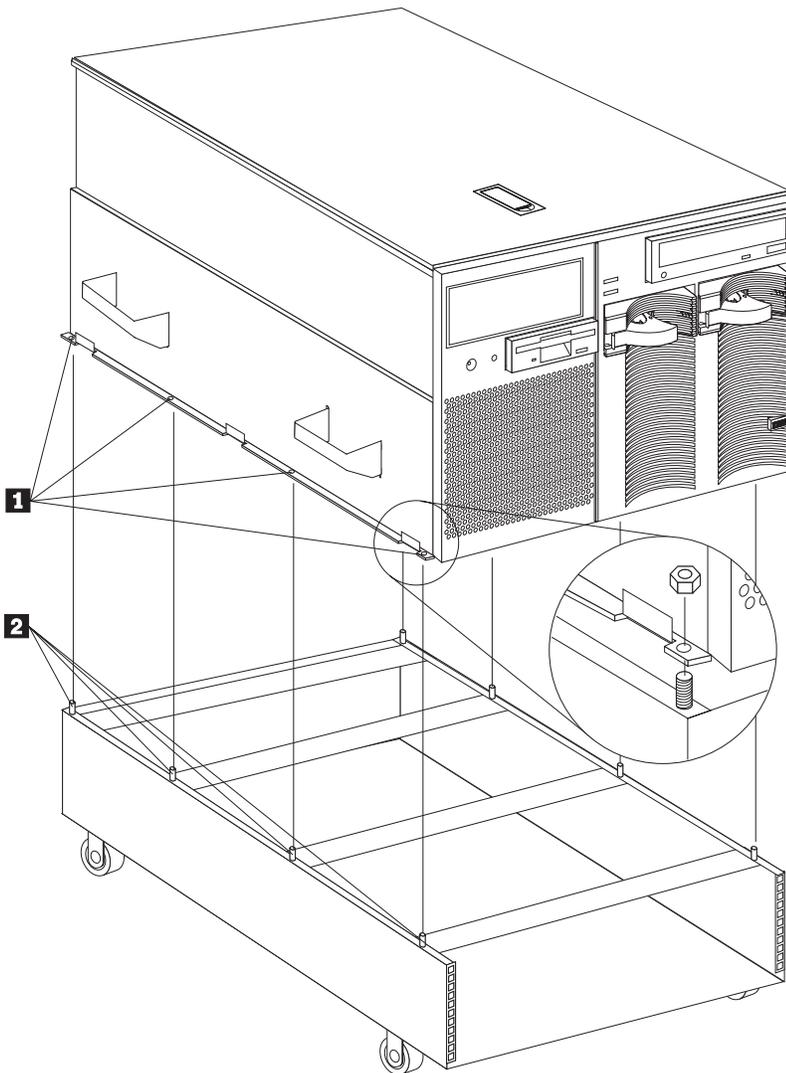


Figure 10. Installing a server on the enclosure

7. Lower the server onto the enclosure and use an 8mm wrench to tighten the eight M5 nuts (four per side) to secure the server to the enclosure.
8. Remove the server handles, or store them out of the way; then, install the server side covers and front door. Refer to the *IBM Netfinity 8Ux28D Rack-to-Tower Kit Installation Instructions* for detailed side cover and door installation information.
9. Install the NetBAY3E enclosure front bezel.

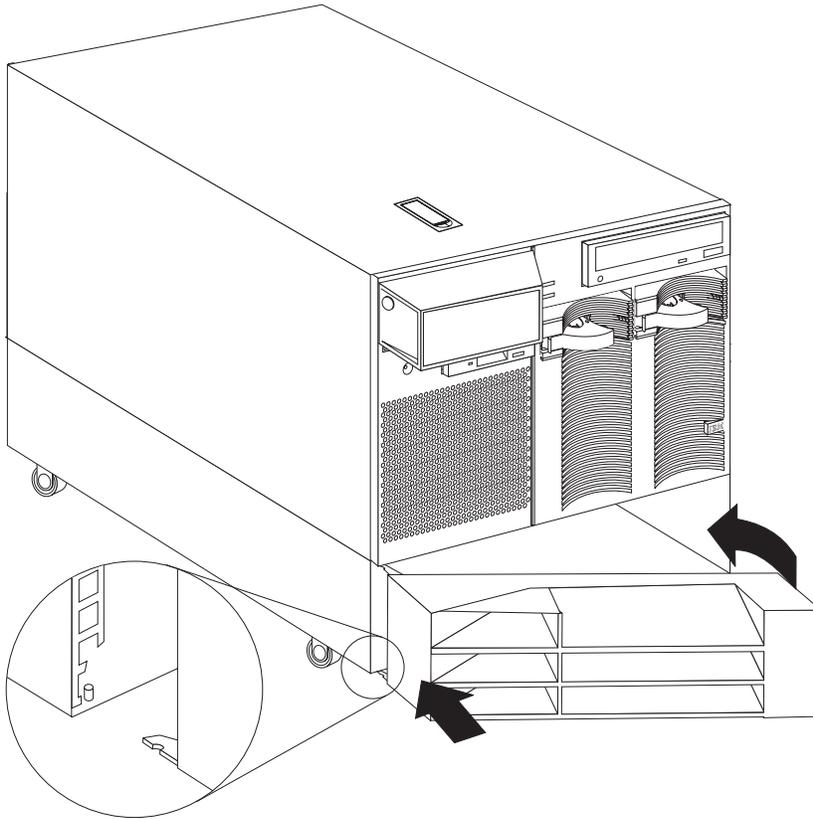


Figure 11. Installing the enclosure front bezel

10. Connect all server and device cables and connectors.

Stacking enclosures

You can stack and attach up to three NetBAY3E enclosures as follows:

1. Install and lock the casters on the enclosure that comes with the 8Ux28D Rack-to-Tower Kit.
2. Install a device in the bottom enclosure (see “Installing devices in the enclosure” on page 4).
3. Install a second NetBAY3E enclosure:
 - a. Place the second enclosure on top of the bottom enclosure.

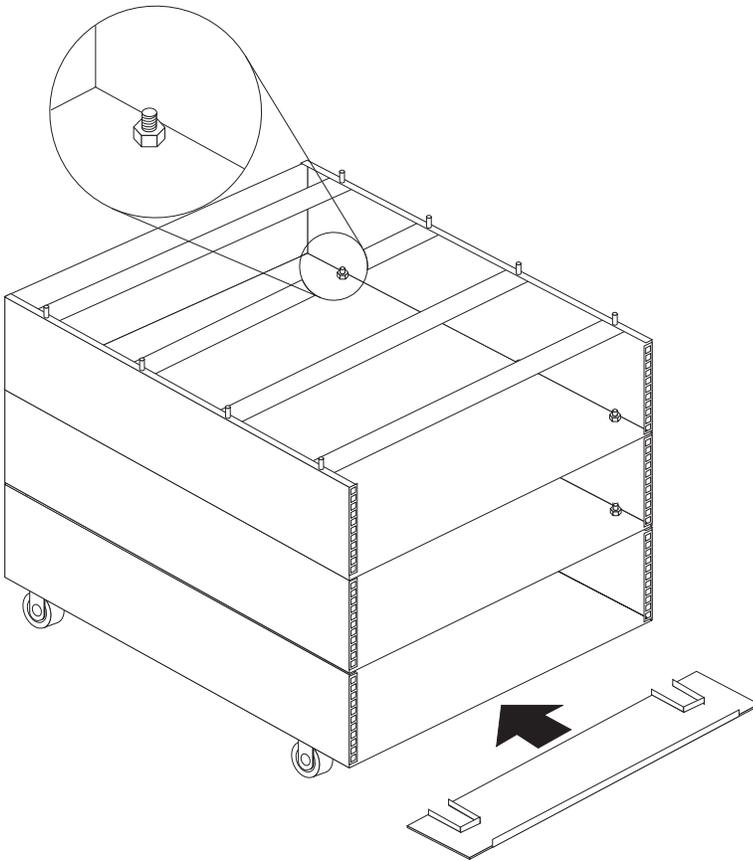


Figure 12. Stacking enclosures

- b. Install and tighten the eight M5 nuts that come with the NetBAY3E enclosure.
4. Install a device in the second enclosure, if applicable.
 5. Install a third NetBAY3E enclosure:
 - a. Place the third enclosure on top of the second enclosure.
 - b. Install and tighten the eight M5 nuts that come with the NetBAY3E enclosure.
 6. Install a device in the third enclosure, if applicable.
 7. Install a server on the top enclosure, if applicable.
 8. Slide the caster stabilizer that comes with the 8Ux28D Rack-to-Tower Kit into place on the front (swivel) casters.
 9. Connect all server and device cables and connectors as appropriate.

Getting help, service, and information

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

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

The following services are available during the warranty period:

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

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

Please have the following information ready when you call:

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

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

Some helpful addresses are:

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

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

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

Product warranties and notices

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

Warranty Statements

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

- **United States, Puerto Rico, and Canada (Z125-4753-05 11/97)**
(Part 1 - General Terms on page 14)
- **Worldwide except Canada, Puerto Rico, Turkey, and United States (Z125-5697-01 11/97)**
(Part 1 - General Terms on page 16)
- **Worldwide Country-Unique Terms**
(Part 2 - Country-Unique Terms on page 18)

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

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

Machine - IBM Netfinity NetBAY3E

Warranty Period* - Three Years

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

The IBM Warranty for Machines

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

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

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

Extent of Warranty

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

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM

JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

Items Not Covered by Warranty

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

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

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

Warranty Service

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

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

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

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

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

You also agree to

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

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

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

Production Status

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

Limitation of Liability

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

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

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

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

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

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

Machine - IBM Netfinity NetBAY3E

Warranty Period* - Three Years

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

The IBM Warranty for Machines

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

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

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

Extent of Warranty

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

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

Items Not Covered by Warranty

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

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

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

Warranty Service

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

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

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

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

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

You also agree to

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

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

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

Production Status

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

Limitation of Liability

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

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

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

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

Part 2 - Worldwide Country-Unique Terms

ASIA PACIFIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EUROPE, MIDDLE EAST, AFRICA (EMEA)

The following terms apply to all EMEA countries.

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

Warranty Service

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

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

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

The following terms apply to the country specified:

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

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

Applicability of suppliers and resellers (unchanged).

FRANCE: Limitation of Liability: The following replaces the second sentence of the first paragraph of this Section:

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

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

The following paragraphs are added to this Section:

The minimum warranty period for Machines is six months.

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

Extent of Warranty: The second paragraph does not apply.

Warranty Service: The following is added to this Section:

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

Production Status: The following paragraph replaces this Section:

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

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

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

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

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

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

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

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

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

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

Applicability of suppliers and resellers (unchanged).

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

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

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

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

Applicability of suppliers and resellers (unchanged).

The following replaces the second paragraph of this Section:

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

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

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

TURKIYE: Production Status: The following replaces this Section:

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

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

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

The following item is added to this paragraph:

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

Applicability of suppliers and resellers (unchanged).

The following is added to the end of this Section:

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

NORTH AMERICA

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

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

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

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

Notices

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