

1 Q. Re: 2013 Capital Projects Over 200,000 but less than 500,000: p. D-239
2 Upgrade Server Technology Programs: What does the 5 year warranty cover
3 that is referred to at p. D-243?

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6 A. The following is an excerpt from the warranty:

7 **“What this Warranty Covers**

8 IBM warrants that each Machine is free from defects in materials and
9 workmanship and conforms to its Specifications. “Specifications” is information
10 specific to a Machine in a document entitled “Official Published Specifications”,
11 which is available upon request.

12 During the warranty period, IBM provides repair and exchange service for the
13 Machine under the type of warranty service IBM designates for the Machine.
14 The warranty period for the Machine is a fixed period of time starting on its
15 original Date of Installation (also called, “Warranty Start Date”) unless specified
16 otherwise in the “Warranty Information” that ships with the Machine (for
17 example, for certain Machines, the warranty will void if the Machine’s usage
18 limitations are exceeded during the specified warranty period). The warranty
19 period, type of warranty service, and service level that apply to your Machine
20 are designated in the “Warranty Information” that ships with the Machine. IBM
21 may require you to provide proof of purchase (for example, a copy of your
22 sales receipt or purchase invoice) to validate warranty entitlement.

23 If a Machine that IBM is responsible to install is not made available for IBM to
24 install within six months from the date IBM ships the Machine to you or the
25 reseller, installation will be subject to a charge under a Services agreement
26 with IBM.

27 For a Machine that IBM is responsible to install, if you elect to install or service
28 the Machine yourself, or if you relocate the Machine or have a third party
29 install, service or relocate the Machine, IBM reserves the right to inspect the
30 Machine before providing warranty Service on the Machine. IBM may, at its
31 sole discretion, charge for the inspection. If the Machine is not in an acceptable
32 condition for warranty Service, as solely determined by IBM, you may request
33 that IBM restore it to an acceptable condition for Service or you may withdraw
34 your request for warranty Service. IBM, at its sole discretion, will determine if
35 restoration is possible. Restoration is provided as a billable Service. If
36 specified, additional charges, such as transportation or special handling, may
37 apply.

38 Many features, conversions, or upgrades involve the removal of parts and their
39 return to IBM. An IBM part or feature installed during the initial installation of an
40 IBM Machine is subject to the Machine’s warranty period effective on the Date
41 of Installation (also called, “Warranty Start Date”) of the Machine. An IBM part
42 or feature which replaces a previously installed part or feature assumes the
43 remainder of the warranty period for the replaced part or feature. An IBM part
44 or feature added to a Machine without replacing a previously installed part or

1 feature is subject to the specified warranty period for the applicable part or
2 feature effective on its Date of Installation (also called, "Warranty Start Date").
3 Unless IBM specifies otherwise, the warranty period, type of warranty service,
4 and service level of such part or feature is the same as the Machine on which it
5 is installed.

6 Unless IBM specifies otherwise, these warranties apply only in the country or
7 region in which you purchased the Machine.

8 **THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND**
9 **REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR**
10 **IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES**
11 **OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A**
12 **PARTICULAR PURPOSE, AND ANY WARRANTY OF TITLE OR NON-**
13 **INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE**
14 **EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE**
15 **EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH**
16 **WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.**
17 **NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR**
18 **JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN**
19 **IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT**
20 **APPLY TO YOU."**