



IBM Supplement for Machines, Programs, Support Services and License of Machine Code

Products and Services acquired under this Supplement using the International Passport Advantage Express Agreement (PAE) will be subject to the Appliance terms as follows. Machines are subject to the Machine Component terms of PAE, Programs are subject to the Program Component terms, and Services are subject to Appliance Services terms in PAE for services contained in the order. Non-IBM Programs are provided “as is” but support may be provided by the non-IBM Program owner.

Production Status:

The Machine(s) is manufactured from new parts, or new and used parts.

Machine Code:

Purchased Machine(s) contains Machine Code

Type of Service

Client Replaceable Unit (CRU)

Installation

Client Set-Up

1. Definitions

All capitalized terms not defined in this Supplement have the meanings ascribed to them in the IBM International Passport Advantage Express Agreement (PAE) in effect between Client and IBM (Agreement).

Machine Code (MC) is subject to PAE terms for a Machine Code Component and is composed of computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of a machine's processors, storage or other functionality. MC may be referred to as Licensed Internal Code (LIC).

Additional Terms and Conditions

This Supplement is a transaction document (TD) under PAE.

1.1 Authorization for Machine Code and Other Internal Licensed Code

IBM Machines contain MC which is licensed under, and Client's use is governed by, the terms of the applicable IBM License Agreement for Machine Code provided at http://www.ibm.com/servers/support/machine_warranties/support_by_product.html, and which is hereby incorporated by reference into this Supplement. All terms and conditions incorporated by reference into this Supplement have been reviewed by each party, agreed to, and are enforceable between the parties. As a convenience, IBM will, at Client's request, provide a reference copy of all such incorporated terms.

1.2 Warranty Start Date

The warranty period starts on the second business day after the standard transit allowance period.

1.3 Tax and Accounting Treatment

IBM makes no representation that a specific transaction may qualify for any particular tax or accounting treatment. Client must make its own determination as to the tax and accounting treatment for each transaction.

1.4 Risk of Loss

IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure.

1.5 No Homologation Certification

Unless IBM specifies otherwise in a Machine's published IBM announcement letter, the Machine is not certified for connection by any means to interfaces of public telecommunications networks. Certification may be required by law prior to making any such connection.

1.6 Environmental Notices

The IBM documents provided at http://www.ibm.com/servers/support/machine_warranties/support_by_product.html identify applicable environmental notices.

This Supplement, including terms incorporated by reference, the Order Summary, and PAE are the complete agreement regarding this transaction. In entering into this Supplement, neither party is relying on any representation that is not specified in this Supplement, including terms incorporated by reference, or PAE. Additional or different terms in any written communication from Client (such as a purchase order) are void.

By submitting your credit card for ordering, the client is accepting, on behalf of its Enterprise, the terms of this Supplement (including documents incorporated by reference). Once accepted, (i) any reproduction of this Supplement made by reliable means is considered an original, and (ii) all Machines, Programs and Appliance Services acquired under this Supplement are subject to it.