



IBM PC 6300

**Program License
And
Limited Warranty
Agreement**

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Purchaser's Responsibilities

Thank you for choosing to purchase an Ispirati Personal Computer. Like all sophisticated electronic components, computers require a small investment in time to ensure trouble-free use.

Getting Started

1. Carefully unpack the components and visually check them for any damage during shipment. If you detect any damage, call your IBM or Retailer Representative immediately.
2. Read the manuals to familiarize yourself with how to connect the components and the many features of your product.
3. Maintain an environment that is conducive to proper long-term use. Avoid smoke, excessive heat or humidity, magnetic fields or dust.
4. Take all necessary precautions against computer viruses. We assume no responsibility to service virus-infected products.
5. Take all necessary precautions to avoid high levels of static electricity.
6. Back up software and data that is on the hard drive so that you may restore it should the hard drive ever need to be replaced. We recommend that you regularly back up copies of your program software in the event of accidental loss of data. Please see your User's Guide for further instructions.

Program License Agreement

You should carefully read the following terms and conditions before opening the diskette packages or initially using the System (the system consists of the machine and the Programs). If you do not wish to be bound by this Agreement, you should return the System unopened.

This Program License applies to the licensed programs (Programs) that IBM Canada Ltd. (IBM) provides to you with the Ispirati Computer, excluding any programs that come with their own license agreements on the shrink-wrap packaging. You are responsible for the use of the System and results you obtain from it.

License

Programs are license, not sold. IBM hereby licenses you use of Programs provided by IBM. This agreement applies to Programs, regardless of the media upon which they are recorded.

- IBM owns, or has license from the owners, copyrights of Programs
- IBM grants you no rights other than the license described in this Agreement
- IBM or its licensors retain title to copies of Programs IBM provides to you and any copies made from them.

Your license is terminated when you are no longer the owner or the rightful possessor of the System. In such an event, you agree to destroy all your copies of the Programs. IBM may terminate your license if you fail to comply with the terms of this Agreement.

You may:

1. Use the Programs only on a single machine at any one time.
2. Modify the Programs or merge it into another program for use on the single machine (all portions of the Programs continue to be subject to these Conditions of Use);
3. Copy the Programs into machine-readable or printed form for backup purposes, or for modification or merging purposes as permitted by (2) above (certain Programs, however, may include mechanisms to limit or inhibit copying);
4. Transfer the Programs with the Terms and Conditions of this Agreement to another party, provided the other party agrees to accept the Terms and Conditions. If you transfer the Programs to another party, you must transfer or destroy all copies or portions of these Programs; you do not retain any rights with respect to the Programs. Authorization for use of the Programs transfers to the other party;
5. Reproduce and include the copyright notice in any copy of the Programs or portion thereof, whether or not merged into another program.

General

You may not use, copy, modify, or transfer the Programs, or any copy or merged portion, in whole or in part, except as expressly provided for herein;

You may not reverse-assemble or reverse compile the program without IBM's prior written consent.

You may not rent, lease, sublicense or assign the Programs to another party.

You are reminded that it may be necessary to obtain local or "Country of Purchase" licenses to export or re-export this package. No statements contained in this package shall affect the statutory rights of consumers.

Your rights and obligations under this license agreement are valid only in Canada unless expressly stated.

Warranty Statement – 1 Year Limited Warranty

IBM Canada Ltd. Warrants to the original purchaser or subsequent user that this hardware equipment, excluding items such as software, diskettes (if included) and related documentation will be free from defects in material and/or workmanship for one (1) year from the date of purchase to the original purchaser. During this period, IBM will correct any defects in material or workmanship, or any failure of the system to conform to specifications, at no charge for labour and materials. Shipping costs when applicable must be prepaid by the owner. Any replacement products shall be new or serviceable used products and are warranted for the remainder of the original warranty. The warranty period is not extended as a result of purchasing any additional products from us or upgrading your Ispirati computer. Each machine subject to this statement of Limited Warranty will be newly manufactured by or for IBM from new or serviceable used parts or components. A part provided to you as a result of warranty service may not be new but will be in good working order. Such a part becomes your property. The replaced part becomes property of IBM.

Warranty will be delivered using the Depot Warranty Service Program. To obtain warranty service for the Machine, you should contact IBM or your service authorized reseller. In Canada, call 1-800-565-3344. You may be required to present proof of purchase, Machine and customer information. You will be instructed to carry-in your Machine to the nearest Service Centre Location in order to have warranty service performed.

You agree to:

1. Obtain authorization from the owner to have IBM or its Service Authorized Business Partner service a Machine that you do not own, and
2. where applicable, before service is provided:
 - a. follow the problem determination, problem analysis, and service request procedures that IBM or its Service Authorized Business Partner provide.
 - b. Secure all programs, and data contained in a Machine and,
 - c. Inform IBM or its Service Authorized Business Partner of changes in a Machine's location and,
 - d. Remove all features, parts, options, alterations, and attachments not covered under IBM warranty service.

IBM or its Service Authorized Business Partner will provide certain types of repair and exchange services, either at your location or at a Service Centre, to restore Machines to good working order.

Monitors are excluded from this warranty. Please refer to the documentation that you received with your monitor for applicable warranty information.

Extent of Warranty

The following incidents are NOT covered under the Ispirati warranty:

- Damage during shipment (except during shipment from IBM to the purchaser).
- Damage cause by accident, such as: spilled liquids, immersion in liquids, impact with objects and/or dropping the system.
- Damage caused by fire, flood or acts of God or nature.
- Damage caused by unauthorized attachments, alterations, modifications or foreign objects.
- Damaged caused by peripherals.
- Damage caused by failure to provide/maintain a suitable installation/operating environment for the hardware system.
- Damage caused from use of the hardware system for purposes other than for which it was designed.
- Damage from improper or unauthorized maintenance.
- Damage caused by abuse, misuse, mishandling or misapplication.
- Damage caused by viruses.

Production Status

Each machine is manufactured from new parts or new and serviceable parts (which function like new parts).

IBM does not warrant uninterrupted or error-free operation of the machine. Failure to the system caused by a product for which IBM is not responsible may void the warranty.

This warranty replaces all other warranties or conditions expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. However, some laws do not allow the exclusion of implied warranties. If these laws apply, then all expressed and implied warranties are limited in duration to the warranty period. No warranties apply after that period. Some laws do not allow limitations on how long an implied warranty lasts, so this may not apply to you.

The purchaser is responsible for the payment of any taxes, as a result of this warranty or your purchase of the system.

Limitation of Liability (Applicable to machines and Programs)

IBM Canada Ltd.'s liability for failure to repair the hardware system to conform to specifications after a reasonable number of attempts will be limited to a replacement of the hardware system. This is the Purchaser's exclusive remedy for breach of warranty.

Circumstances may arise where, because of a default by IBM (including fundamental breach) or other liability, (including negligence or misrepresentation), you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages, IBM Is liable only for:

1. Bodily injury (including death), and damage to real property and tangible personal property caused by IBM negligence; and
2. The amount of any actual direct damage, up to the greater of \$5,000 or the charge for the system that is subject of the claim.

Under no circumstances is IBM Canada Ltd. liable for any of the following:

1. Third party claims against you for losses or damages (other than those included under the first item above);
2. Loss of, or damage to, data or records;
3. Cost of substitute or replacement equipment, facilities or services, downtime or purchaser's time.
4. Further, IBM is not liable for any consequential damages (including lost profits, revenues or savings) or special, indirect or incidental damages, even if IBM 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.

This warranty gives you the specific legal rights and you may also have other rights, which vary from jurisdiction to jurisdiction.

Additional Limitations and Warranties

1. Neither you nor IBM may bring action, regardless of form arising out of Warranty Statement more than two years after the cause of action arose. However, either you or IBM may bring an action based upon breach of the provisions of the section entitled "License" not more than four years after such breach.
2. This agreement will be construed under the laws of the province of Ontario.
3. The system is subject to this limited warranty only if purchased and located in Canada.

Disclaimer of Warranties

The warranty or conditions stated are the only warranty applicable to this product. All other warranties or conditions, expressed or implied are hereby disclaimed. No oral or written information, or advice given by IBM, its agents or employees shall create a warranty or in any way increase the scope of this warranty.

Product Withdrawal

IBM agrees to provide access to parts or equivalent parts for the duration of the warranty period plus three years, dating from the date of withdrawal of the product from marketing.



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