Dell Terms and Conditions of Sales

(Consumer Customers in Japan)

The following terms and conditions of sale (“Terms and Conditions of Sales”) apply to all products and services that customers purchase directly from Dell (“Products” and “Services”). The Terms and Conditions of Sales apply also to Customers who purchase Products and Services directly from Dell. Since the Terms and Conditions of Sales are not applicable to customers who purchase Products and Services from third parties such as electrical appliance retailers and shopping sites other than Dell shopping sites, customers are advised to carefully read third parties’ terms and conditions of sales.

1. Definitions

“Dell” means Dell Japan Inc. (headquartered in Kawasaki city, Saiwai-ku, Kanagawa prefecture), a Japanese corporation.

“Customer” means the individual specified in the written estimate, invoice, order acceptance statement, or statement of delivery, etc., issued by Dell (excluded are sole proprietors).

“Agreement” means an agreement, unless provided otherwise, between Dell and a customer based on the Terms and Conditions of Sales concerning the provision of Products and Services.

2. Conclusion and termination of agreement

1. Products and Services are provided to customers pursuant to the Terms and Conditions of Sales. Unless otherwise stated, terms and conditions provided by customers are not included in the Terms and Conditions of Sales. Customers acknowledge the content and agree to be bound by the Terms and Conditions of Sales.

2. Customers warranty that they buy the Products for use and for customers and not for resale.

3. An agreement, unless provided otherwise, takes effect when Dell has issued a declaration of intent to accept order in response to a placement of order by a customer and the declaration of intent has reached the customer. The declaration of intent of Dell to accept the order can be made by e-mail, phone, fax, or by means agreed on between Dell and the customer. When customers buy Products and Services at a directly-operated store of Dell (Dell Real Site), the agreement is concluded at the time of production start of the product by the Products and Services ordered by the Customer. The status of production start can be viewed at http://www.dell.com/support/expressrepair/jp/jpdrsc1/Product.

4. An agreement does not take effect without a declaration of intent from Dell to accept the order of the customer. If the customer has already paid for the ordered Products and Services, even if Dell has issued a declaration of intent to accept the order of the customer, Dell may dissolve the order due to shortage of components, erroneous price declaration, or on other reasonable grounds.

5. If customers order Products and Services from a third-party shopping site and not from a Dell shopping site, unless the terms and conditions of sale of that shopping site stipulate regulations that differ from the provisions of Article 3 hereof, the agreement takes effect when Dell has received notice from that shopping site informing of the order placed by the customer.

6. After an agreement is concluded, customers may not, as a rule, amend the order or terminate the agreement (except in the case stipulated in Article 3, Paragraph 2). With regard to the return of products after delivery, customers are requested to read the provisions of Article 7, Paragraph 2.

3. Order, price, payment

1. Unless provided otherwise, customers shall purchase the price of Products and Services before the handover of Products and Services from Dell to the customer.

2. After the placement of an order for Products and Services, customers may not change the method of payment. However, if the customer has been a credit card or loan customer and it is found after a review of the customer’s credit score that payment by credit card or loan finance is not possible, the customer may be requested to choose an alternative payment method.

3. Customers will be charged shipping charges, consumption taxes, and other statutory public duties.

4. Dell may charge a penalty of 14.0% p.a. in case of late payment by a customer. If a customer fails to pay the price for Products and Services by the payment deadline, Dell may dissolve the agreement.

5. Dell may at its discretion, without giving notice to customers, amend Products and Services or terminate production or service provision. In case of amendment or termination of provision of products or services, Dell may supply a substitute that in the judgment of Dell is with respect to functions and features equivalent to the product or service ordered by the customer.

6. Unless agreed in writing by Dell, customers may not set off against the price of Products and Services any claims that customers hold in Dell related to transactions with Dell or claims held in Dell by customers from third parties, or any other claims held in Dell.

4. Software

1. Software provided based on the Terms and Conditions of Sales is provided subject to the terms and conditions of the license agreements concerning such software (“Software License Agreements”). Customers are provided with a copy of the Software License Agreements. Customers agree that Dell provides no warranty for software except in cases where Dell is the licensor.

2. Title to the intellectual property rights to software rests with the software licensor.

5. Transfer of title and risk

Title to the product and risk are transferred to the customer at the time when Dell has delivered the product to the place of delivery indicated by the customer (“Dell’s Place of Delivery”). With regard to software products, the rights to the software remain at all times with the software licensor.

6. Delivery

1. Dell delivers the product at the Place of Delivery. The Place of Delivery is restricted to locations in Japan.

2. If a customer, up until the production start of the product, desires to change the Place of Delivery, Dell may charge the customer an additional shipping charge and processing fee.

After the production of the product starts, customers may not change the Place of Delivery unless agreed by Dell. The status of production of products ordered can be viewed at https://www.dell.com/support/expressrepair/jp/jpdrsc1/Product.

7. Article 7: Receipt and return

1. In case the invoice is of insufficient quantity, the wrong, or damaged product has been delivered, the customer shall notify Dell within thirty (30) days of delivery, whereupon Dell will verify the notification from the customer and make a second delivery to supplement the shortfall or to provide a product equivalent to the product ordered, or repair the product.

2. The customer agrees to immediately open all packages of products and check the contents. Customers may not open or inspect the packages of products or inspect the products purchased through a shopping site, unless the terms and conditions of sale of that shopping site stipulate regulations governing the risk to the product.

3. Shipping charges for product returns pursuant to Paragraph 2 are payable by the customer unless Dell is responsible for the cause of the product return. Unless Dell is responsible for the cause of the product return, if a customer returns a product to Dell, the customer shall notify Dell within ten (10) days of delivery to the customer. The customer shall submit a document containing the invoice number and the product number, which are recorded on the invoice issued by Dell, and the delivery date, etc., issued by Dell (excluded are sole proprietors).

4. Dell will return the products to the customer for the product net of shipping charges.

5. In case Dell fails to handle the product, the customer shall notify Dell within ten (10) days of delivery of the product. Dell will return the products to the customer for the product net of shipping charges.

6. Customers who have purchased a product directly from Dell in accordance with Dell’s regulations for product returns (Total Satisfaction Policy), may in the case of new products that bear the Dell brand name, request Dell within ten (10) days to take back the product.

7. The following products are excluded from this Article.

a) Third party products
b) Dell EqualLogic and EqualLogic-branded products
c) Dell Compellent and Compellent-branded products
d) Dell KACE and KACE-branded products
e) Dell Network-branded products
f) PowerVault DL and DR products, ML6000 tape libraries
g) SonicWall and SonicWALL-branded products
h) Wyse-branded products
i) Printer inks and toners
j) Consumable supplies (e.g., projector lamps)
k) Software and Services
l) Spare parts

3. In case Dell has confirmed that the returned products are of the type described in this Article, if the customer has paid for the products at the lower price charged by Dell, Dell will return the products for the price paid by the customer net of shipping charges.

4. In case Dell has confirmed that the returned products are of the type described in this Article, if the customer has paid for the products at the higher price charged by Dell, Dell will return the products for the price paid by the customer net of shipping charges.

5. In case Dell has confirmed that the returned products are of the type described in this Article, if the customer has paid for the products at the same price charged by Dell, Dell will return the products for the price paid by the customer net of shipping charges.

6. In case Dell has confirmed that the returned products are of the type described in this Article, if the customer has paid for the products at any price charged by Dell, Dell will return the products for the price paid by the customer net of shipping charges.

7. In case Dell has confirmed that the returned products are of the type described in this Article, if the customer has paid for the products at any price charged by Dell, Dell will return the products for the price paid by the customer net of shipping charges.

8. In case Dell has confirmed that the returned products are of the type described in this Article, if the customer has paid for the products at any price charged by Dell, Dell will return the products for the price paid by the customer net of shipping charges.

9. Dell Terms and Conditions of Sales

(Consumer Customers in Japan)

This Article regulates all warranty liabilities and statutory liability for defects of Dell to customers. The terms and conditions of the licensor shall apply to the products purchased with Dell. Customers may not take access control measures to prevent from Dell handling Individual Number, Dell disclaims all liability in respect of problems, repairs not authorized by Dell, product use, storage, or installation inconsistent with the operating manual, failure to perform necessary maintenance, normal wear and tear, force majeure such as natural disaster, outbreak of fire, flood, war, acts of violence, or product agreement, repair, or maintenance not performed by Dell employees or not performed by a third party approved by Dell employees, or loss, error, failure or malfunction due to external factors such as the use of components not supplied by Dell.

The following Products are excluded from the Dell Standard Warranty.

a) Software
b) Accessory, components, or peripherals purchased individually and not together with Dell Products
c) Third-party products

Warranty for these products is provided pursuant to separate terms and conditions of Dell or of a third party.

The Dell Standard Warranty consists of repair or exchange of products that are returned to a facility of Dell within one (1) year from the shipment date. Shipping charges associated with the repair or exchange of products during the Dell Standard Warranty period are paid by Dell. Terms and conditions of the Dell Standard Warranty can be viewed at http://support.dell.com/support/topics/using/support/support_service_warranties/main?tk=link_string contracting&contract_id=090111. Alternatively, information can be obtained by calling the Customer Care Center.

3. Dell may, at its discretion, deliver products to the customer in instalments.

4. The prospective product delivery dates advised to customers by Dell are estimates and not part of the agreement.

5. If a customer is absent at the time of delivery or provision of Products and Services, and cannot be contacted within one week, or if a customer refuses to accept the delivery of the product at the Place of Delivery, Dell may deem the agreement terminated by the Customer, and, in such a case, customers may not take delivery of products at the Dell store where delivery is arranged.

9. Chargeable services

Dell provides customers with chargeable services and technical support pursuant to the service and technical support policies of Dell currently in effect. The contents of services and technical support will be determined by Dell and Dell reserves the right to change the contents of services and technical support at any time.

2. Chargeable services and technical support are provided based on the Terms and Conditions for Service Provision stipulated by Dell. The Terms and Conditions for Service Provision can
1. Dell's total liability herein in respect of each event or series of connected events shall not exceed the amount invoiced for the applicable Products and/or services under the Contract.

2. Customers shall hold Dell harmless of and free from all liability for loss, injury, or death due to negligence, nonfeasance, or willful misconduct, or breach of the Terms and Conditions of Sales by customers or customers’ employers, agents, or subcontractors.

3. Customers agree that Dell is not liable if the product is rendered unsuitable in part or in total due to the disappearance, destruction, deletion, or alteration of data or software. Moreover, even if Dell has been notified of the possibility of such damage, Dell is not liable to customers for unexpected, indirect, special, or consequential damage, or loss of income that arises from the purchase or use of products or from services provided.

4. In case of erroneous representation by Dell of printed, clerical, or other nature, or omission of information, in sales indications, estimates, price indications, order acceptance statements, invoice statements, and other documents, or in information (including information of the online store of Dell) issued by Dell, Dell may correct such error or omission without liability to Dell. Moreover, Dell may deem invalid orders for Products and Services placed by customers based on such error or omission.

5. In case of a breach of the Terms and Conditions of Sales by a customer, if the customer fails to respond to a pertinent inquiry from Dell within the period stipulated by Dell, or if an act of malfeasance by the customer is detected with regard to an order for Products and Services, Dell may at its judgment refuse to accept orders for Products and Services, dissolve the agreement, terminate shipment or provision of Products and Services, and take such other steps as found necessary by Dell.

Article 11: Data Privacy

1. Each party agrees to comply with all applicable laws relating to privacy and protection of the Customer Personal Data obtained by or disclosed to them pursuant to the Agreement.

2. Customer warrants to Dell that, up to the execution of the Agreement, it has complied with, and following the execution of the Agreement, will continue to comply with, all applicable laws in its processing of the Customer Personal Data (including Customer’s collection, use, disclosure, storage, and handling of such Customer Personal Data that is disclosed to Dell pursuant to the Agreement).

3. Dell warrants to Customer that it will comply with all applicable laws in the handling of the Customer Personal Data that is disclosed to Dell pursuant to the Agreement.

4. Dell shall not be liable for any claim brought by Customer arising from any action or omission by Dell to the extent that such action or omission resulted from compliance by Dell with Customer’s instructions. “Personal Data” means information relating to identifiable individuals and includes information that is protected by privacy laws or data protection laws in the country where (a) the individual is located or (b) the data relating to the individual is processed. “Customer Personal Data” means the Personal Data that Customer discloses to Dell from time to time in connection with the Agreement.

5. Customer represents and warrants to Dell that Customer has been notified, as required by the amended Act on the Protection of Personal Information (the “APPI”) and other laws and regulations as may be applicable, each individual identifiable by such Customer Personal Data that (a) the Customer Personal Data may be processed by a third party for Permitted Purposes; and (b) the Customer Personal Data may be transferred to countries other than the country in which Customer originally collected such Customer Personal Data (which countries may have different data protection laws).

Article 12: Force majeure

Customers and Dell are not liable if the performance of duties under the Terms and Conditions of Sales is delayed by a situation that is reasonably beyond the control of customers and Dell. Furthermore, customers and Dell may, within reasonable measure, extend the deadline for the delayed performance of obligations.

Article 13: Limitations on exports

1. Customers acknowledge that Products and Services sold on the basis of the Terms and Conditions of Sales incorporate technology or software that is subject to regulations under the customs laws, export control laws, and other laws and regulations of the United States and countries and regions where the Products and Services are manufactured or sold (“Export Control Laws and Regulations”), and agree to observe such Export Control Laws and Regulations.

2. Because Products and Services purchased by customers are the subject of Export Control Laws and Regulations, the selling, leasing, or transfer by other methods, to countries specified by Export Control Laws and Regulations (currently, Cuba, Iran, North Korea, Sudan, and Syria) is prohibited. Furthermore, the selling, leasing, or transfer by other methods, of products to specified third parties (third parties stated in the Export Privileges Denied Persons List of the Bureau of Industry and Security in the U.S. Department of Commerce and third parties stated in other denied persons lists) is prohibited.

3. Customers are prohibited from selling, leasing, or transfer by other methods, transferring or enabling the use of products or to or by third parties involved in activities related to weapons of mass destruction. Activities related to weapons of mass destruction include design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles, missile projects, and chemical or biological weapons, etc.

4. Since the conditions or restrictions applicable to exports under laws and regulations vary depending on the product and may change depending on future legal revisions, customers acknowledge the necessity to reference relevant laws and regulations in order to understand the conditions and restrictions applicable to products.