



Dell | Complete Care Service

Service Description – Latin America & Caribbean

This service agreement (“**Agreement**” or “**Service Description**”) is made between the customer (“**you**” or “**Customer**”) and the Dell entity identified on Customer’s invoice or order confirmation (“**Dell**”). The invoice or other order confirmation containing a description of the covered product you purchased is hereby incorporated into this Agreement by reference.

By purchasing the Complete Care Services (“**Services**”) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at www.Dell.com/ServiceContracts/global¹.

PartnerDirect Registered or Certified Partners and Resellers: This Service is provided for resale by authorized resellers pursuant to Dell’s Terms and Conditions of Sale applicable to resellers. Persons or Entities that purchase for resell must sell and transfer the Service to the end customer in accordance with the transfer procedures of paragraph 5.c., and Dell is not obligated to provide any Service to the end customer until such transfer has been completed.

1. Service Overview

For your one-time payment to Dell as specified on your invoice or other order confirmation (the “**Total Price**”) for each product (“**Supported Product**”) plus any applicable sales or similar taxes, Dell will provide the Service in accordance with this Agreement for the term of Service specified on such invoice, or other order confirmation. As further described below, Dell will repair the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

If Dell decides that it is necessary to replace the Supported Product rather than repair it, you will receive a replacement device that is equivalent to or better than the Supported Product you originally purchased from Dell, as determined by Dell’s sole and reasonable discretion. For a Supported Product that is classified by Dell as a smart phone or tablet (a “**Mobility Product**”), within any consecutive twelve-month period within the term of Service, this Service will provide a maximum of two (2) replacement devices for each Mobility Product that is properly entitled to this Service at the time of a Customer’s request for a replacement device. The twelve month period is calculated based on the date of first replacement; thus, Customer will be entitled to a maximum of one (1) additional replacement during: a) the twelve months following Customer’s first and/or previous replacement or b) the time remaining in the term of Service; whichever is shorter.

This is not an insurance contract. Please read this Agreement carefully. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

2. Covered Supported Products: You must pay a separate Total Price for each Supported Product you wish to be covered by this Agreement. For example, a printer purchased with a notebook system is not covered by the notebook system’s service contract. Instead, the printer and the notebook will each need their own service contract. With regard to each Supported Product covered by this Agreement the following general terms, conditions and exclusions shall apply:

- **Scope.** Only parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, or cables are covered.
- **Limitations.** This Agreement does not cover externally-attached computers, peripherals, or other devices that may work in conjunction with the Supported Product, and this Agreement does not cover components, cases, television or monitor wall mounts, wiring, or items classified as “accessories” or “consumables” and not built in or on the base unit of the

¹ The URL <http://www.Dell.com/ServiceContracts> links Customer to Dell’s global service contract webpage where Customer will select their geographic region, preferred language (if applicable) and the appropriate business segment from which they purchased the Service (e.g. Large Enterprise, Small & Medium Business or Public Sector). Customer will then be able to select the appropriate service contract for review. You may also contact your Dell sales representative or technical support for assistance with obtaining service contracts.



Supported Product, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse for notebooks, external keyboards for notebooks, or other input/output devices, any other components not internal to the Supported Product for which you purchased Service, or other parts/components requiring regular user maintenance.

- **Hardware Only:** This Agreement is for hardware only. This Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Supported Product and 2) any software loaded through Custom Factory Integration. In addition, this Service does not cover any other items added through Custom Factory Integration. Dell will exercise reasonable efforts to, but this Agreement does not guarantee that Dell will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

3. Scope of Services:

- a) **Repair or Replacement Service.** During the term of this Agreement and subject to the limitations in this Agreement, Dell will repair the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

If Dell repairs your Supported Product, you understand and agree that Dell may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

If Dell decides that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from Dell, as determined by Dell in our sole and reasonable discretion.

- b) **Service Level.** The response level for the Service shall coincide with the response level for Customer's underlying hardware warranty, or service contract for the Supported Product; provided however, that the response level for the service shall not exceed the Next Business Day On-Site Service After Remote Diagnosis response level as detailed in the Dell ProSupport service description at www.Dell.com/ServiceContracts/global.
- c) **Geographic Limitations & Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice, or other order confirmation. Service options, including service levels, technical support hours and onsite response times will vary by geography and certain options may not be available in Customer's location. Dell's obligation to provide Service for a relocated Supported Product is subject to local Service availability and may be subject to additional fees as well as inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. Support outside of the country in which Customer purchased this Service may be available on a reasonable efforts basis (e.g., not available in all countries, not available on all parts, not available to all Customers). In addition, out of country support will not include any whole unit replacements. Please contact a Dell technical support analyst for additional details. Customer will provide Dell with sufficient and safe access to Customer's facilities at no cost to Dell for Dell to fulfill Dell's obligations.
- d) **Service Parts Installation.** Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: those parts are designated as Customer Self Replaceable (CSR). If during the diagnosis, the Dell Analyst determines that the repair can be accomplished with a CSR designated part, Dell will ship the CSR designated part directly to the Customer. CSR parts fall into two categories:
- **Optional CSR Parts** – These parts are designed to be replaced by the Customer. Depending on the type of service that was purchased with the Supported Product, Dell





may provide an Onsite Technician to replace the parts. Please contact a technical support analyst for more details regarding which Optional CSR parts and which service response levels qualify for onsite installation at no additional fee.

- Mandatory CSR Parts – These are parts that the Customer must replace themselves. Dell does not provide installation labor for them. If the Customer requests that Dell replace these parts, the Customer will be charged a fee for this service.

e) **Limits of Support Services.** This Agreement does not cover and Dell is not obligated to repair or replace:

- Any Supported Product located outside of the country or site(s) indicated on Customer's invoice or other order confirmation.
- Any damage to or defect in the Supported Product that is cosmetic. Under this Agreement, we are not obligated to repair wear and tear on the Supported Product and other superficial items, such as scratches and dents that do not materially impair your use of the Supported Product.
- Any Supported Product that anyone other than Dell or a person we designate has tried to repair. Any repair or attempted repair on the Supported Product covered by this Agreement by any party other than us or someone we designate will void and cancel this Agreement. We will not reimburse you for any repairs that you or another person make or attempt to make to the Supported Product.
- Any Supported Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Supported Product (2) installation or mounting of a Supported Product to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
- Any Supported Product that is lost or stolen. To receive repair or replacement of a Supported Product, you must return the damaged Supported Product to Dell in its entirety.
- Any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment. If Dell finds evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment, Dell is not obligated to repair or replace the Supported Product.
- Any recovery or transfer of data stored on the Supported Product. You are solely responsible for all data stored on the Supported Product, and it is your responsibility to complete a backup of all existing data, software, and programs on affected products before receiving services (including telephone support) or shipping products back to Dell. In addition, you are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards. Dell does not provide you any data recovery services under this Agreement. However, if Dell determines that replacement of a storage device or hard drive is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from Dell, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Agreement does not obligate Dell to ensure that any installed Custom Factory Integration applications will be compatible with the replacement of all existing data, software, and programs on affected products before receiving services (including telephone support) or shipping products back to Dell. In addition, you are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards.
- Preventive maintenance. It is not necessary that you perform any preventive maintenance on the Supported Product to obtain repair or replacement of a Supported Product covered by this Agreement.





- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Supported Product.
- Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes or any other acts outside the reasonable control of Dell.

f) **Limitation of Liability.** I. DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) IN ANY 12-MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT, SOFTWARE OR SERVICE GIVING RISE TO SUCH CLAIM(S).

II. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. NEITHER DELL NOR ITS AFFILIATES, NOR THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE SUPPORTED PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE SUPPORTED PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO SUPPORTED PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SUPPORTED PRODUCT, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF THE SUPPORTED PRODUCT AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT DELL WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE SUPPORTED PRODUCT COVERED BY THIS AGREEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW TOTAL OR PARTIAL EXCLUSION OR LIMITATION OF ANY DAMAGES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. BUT IN SUCH CASES THIS CLAUSE SHALL BE INTERPRETED AS TO EXONERATE OR LIMIT LIABILITY AS EXTENSIVELY AS PERMITTED BY APPLICABLE LAW.

4. **Your Responsibilities:** To receive the Service, you are responsible for complying with the following:
- a. **Call for Telephone-Based Assistance.** To initiate a service request under this Agreement, contact your regional support center. Regional telephone numbers can be found at www.Dell.com/ProSupport/RegionalContacts. Please note that, when you call, diagnosis or troubleshooting under your Dell Limited Hardware Warranty, or other underlying warranty or service contract (see www.Dell.com/ServiceContracts/global) will be required prior to receiving Service under this Agreement. The hours of support shall not include holidays. Please contact





your Dell sales or support representative for additional details. Dell is not liable for any failure or delay in performance due to any cause beyond its control.

- b. **Cooperate with Technician.** You must cooperate with the technician to ensure that the Supported Product is properly serviced. When you call, a Dell technician will both ask for the Service Tag number located on your Supported Product and verify your purchase of the Service.

The technician will then ask you a series of questions to assess the extent and cause of damage to the Supported Product. These diagnostic and troubleshooting steps may require more than one call or an extended session, and you may be asked to access the inside of your Supported Product where safe to do so.

If your issue is covered by this Service and that issue is not resolved remotely, then, at our discretion following completion of remote diagnosis or troubleshooting, the technician will either send you a replacement part for you to install on the Supported Product or give you directions to ship the Supported Product to our repair facility. So long as you follow our directions, we will pay all shipping charges for return of the Supported Product to our repair facility. Once at our repair facility, we may repair the Supported Product or ship you a replacement Supported Product depending on our assessment of the damage to the Supported Product.

In some cases, where we can determine over the telephone that a replacement Supported Product will be necessary, we may in Dell's discretion, ship you a replacement Supported Product immediately. However, if you fail to return the damaged Supported Product to Dell, you agree that you are responsible for the retail price of the replacement Supported Product.

When returning a Product for replacement (including but not limited to a Mobility Product), unless otherwise directed by your Dell tech support agent, do not include parts not sent to you for replacement (such as battery, battery pack cover, SIM card, memory card, etc.). Dell will not be responsible for any data or voice charges incurred as a result of Customer's failure to remove all SIM cards inside Products returned to Dell. In addition, when returning your Product for replacement, do not send external parts (such as cords, cables, controls, or lens caps).

Payment. Service is only available with the purchase of a Dell product for which Dell currently offers Dell Complete Care Service, but it is not necessary that you purchase the Service to buy a Supported Product from Dell. Our invoice or other order confirmation issued to you for the Supported Product will indicate whether you purchased Dell Complete Care Service, and will serve as your receipt. Dell will provide you a copy of the invoice or other order confirmation and this Agreement within ten (10) days after your purchase of a Supported Product with Service. In addition, the Supported Product will be tagged with a serial number that will indicate your purchase of the Service (the "Service Tag").

5. General Terms:

- a. **Term and Renewal.** The service type, term and the Supported Product you have purchased is recorded on the Customer invoice; provided that the term of Service purchased may not exceed the length of Customer's underlying Dell limited hardware warranty, or service contract for the Supported Product.
- b. **Claims of Confidentiality or Proprietary Rights.** You agree that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to you.
- c. **Transferability.** Subject to the limitations set forth in this Agreement, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term; provided that Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. Additional terms, conditions and fees may apply to any such transfer.
- d. **Cancellation.** This Agreement is dated as of the date you receive the Supported Product from us. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement.





If you cancel this Agreement within thirty (30) days of your receipt of it, Dell will send you a full refund less the cost of claims, if any, made under this Agreement. For example, if no claim has been made under this Agreement and you cancel this Agreement within 30 days of your receipt of it, this Agreement shall be cancelled and Dell shall send you a full refund of the purchase price of this Agreement. You may not cancel this Agreement after thirty (30) days of your receipt of this Agreement.

Dell may cancel this Agreement if you fail to pay Dell the Total Price for the Service in accordance with Dell's invoice terms, make a misrepresentation to Dell or our agents, or otherwise breach your obligations under this Agreement. Dell will not cancel this Agreement for any other reason. If Dell cancels this Agreement, Dell will send you written notice of cancellation at the address indicated in Dell's records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you.

Service must be cancelled separately for each Supported Product.

- e. **Entire Agreement.** This Agreement is the entire agreement between you and Dell with respect to its subject matter and none of Dell's employees or agents may orally vary the terms and conditions of this Agreement.
- f. **Additional Remedies.** This Agreement affords you specific legal rights. You may have additional legal rights that vary from jurisdiction to jurisdiction, including those listed below. This Agreement is not a warranty. The Supported Product you purchase from Dell may also come with a limited hardware warranty from Dell or third party manufacturers of Supported Products Dell distributes. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties.
- g. **Dispute Resolution.** Customer and Dell will attempt to resolve any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of or relating to this Agreement, Dell's advertising, or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 30 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law..
- h. **Force Majeure.** Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

For more information about any of our service offerings, please contact your Dell representative or visit dell.com/services

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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