



Dell | Single Incident Expired Warranty Support – Consumer

Service Description

Service Overview

Dell's Single Incident Expired Warranty Support (the "Service" or "Services") provides access to Dell's hardware warranty support technicians for the diagnosis of problems with your Dell hardware, including internal factory-installed accessories. Software support is not included. The Service is available on a single incident basis only. By purchasing this Service from Dell, Customer agrees to be bound by all terms and conditions set forth in this document (the "Service Description"). **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

Service Procedures

Supported Technology. The Service provides diagnostic support for your Dell hardware, including internal factory-installed accessories. Internal factory-installed accessories include any internal expansion cards, or Dell-branded option bay or PC card accessories. Software support is not included.

DELL DOES NOT WARRANT THIRD PARTY PRODUCTS. Support for third-party electronics and accessories is provided by the original manufacturer of the product. Third-party electronics and accessories include any peripheral, accessory or application sold by Dell not under the Dell brand (e.g., printers, scanners, cameras, games, etc.). Third party warranties may vary from product to product. Customer should consult the applicable product documentation for specific warranty information.

Additional fees may be incurred if parts and labor are required.

Receiving Support. Customer should call the local contact number found on their local dell.com website to receive the Service. A Dell hardware warranty support technician will ask for Customer's order number or service tag number, and relevant hardware and software model or version numbers. To receive the Service, Customer must confirm that Customer (a) has full access to the hardware that is the basis of the problem, and (b) has completed a back-up of any software or data that may be impacted by the Service, as Dell is not responsible for loss of data or applications.

Order Number. Customer must maintain the confidentiality of the order number provided by Dell in connection with the Service.

Software/Data Backup/LIABILITY RELEASE. It is solely Customer's responsibility to complete a backup of all existing data, software, and programs on Supported Products *before* receiving Services (including telephone support). **DELL WILL HAVE NO LIABILITY LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORKS ARISING OUT OF THE SERVICES OR ANY ACT OR OMISSION, INCLUDING NEGLIGENCE, BY DELL AND/OR ITS REPRESENTATIVES.** Customer understands and agrees that under no circumstances will Dell be responsible for any loss of software, programs, or data, even if technicians have

attempted to assist Customer with their backup, recovery, or similar services. Any such assistance is beyond the scope of any Dell warranty and this Service Description. The assistance is provided in Dell's sole discretion and without any guarantee or warranty of any kind. Neither does Dell provide any guarantee or warranty of any kind with respect to any third party product that a technician may use in assisting Customer.

Important Additional Information

Term. The Service is available on a per-incident basis only through the diagnosis of the applicable issue. Customer may terminate this Service for a refund at any time prior to the diagnosis of the applicable issue for such incident. Dell, at its discretion, may terminate this Service with prior notice to Customer. .

Claims of Confidentiality or Proprietary Rights. Customer agrees that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to Customer.

Not Transferable. The Service is not transferable and is valid for only one user. Customer may not use the Service in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by the Customer. Dell reserves the right to suspend or terminate the Service if Dell, in its sole discretion, determines that the Service is being misused, being used by any person other than Customer, or being used in breach of this Agreement.

Payment. Customers must pay by credit card or bank transfer prior to receiving the Service.

Out of Scope. The Service does not cover and Dell is not obligated to provide any services not expressly described in this Service Description. In addition, in the course of providing the Service, Dell may determine that the issue is beyond the scope of the Service. Dell may use commercially reasonable efforts to refer Customer to the appropriate alternative resource; however, Dell will not transfer Customer directly to an alternate resource. Customer acknowledges that Dell may not be able to diagnose or solve Customer's particular problem.

Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this Service Description, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Service Description, Dell's advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

Binding Arbitration. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL'S U.S. TERMS OF SALE (see www.dell.com/terms).

Limited Liability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS A REFUND OF THE AMOUNTS PAID TO DELL FOR THE SERVICE THAT IS THE BASIS OF THE CLAIM.

Terms and Conditions: Dell is pleased to provide these services to Consumers in accordance with this Service Description and the applicable "U.S. Consumer Terms of Sale-Direct" or "Retail Purchaser End-User Agreement" at <http://www.dell.com/terms/>.

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