

## Service Description

# Out-of-Warranty Battery Replacement Service(BRS) for Sealed Batteries

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### Introduction

Dell is pleased to provide Battery Replacement Service for Sealed Batteries (the "**Service(s)**") in accordance with this Service Description ("**Service Description**"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment (as applicable, the "**Order Form**") will include the name of the service(s) and available service options that you purchased. For additional assistance or to request a copy of your service contract(s), contact Dell Technical Support or your sales representative.

### Service Overview

The Service provides for a battery replacement for certain battery performance issues if the battery's warranty has expired or if the battery's performance issue is beyond the scope of the warranty. This Service applies ONLY to Dell products that contain primary batteries that are not designed to be replaced or serviced by the Customer. The Service is only available when Dell determines that your product is not eligible for service under your warranty or service contract, and Service may not be available in all instances, on all products, or in all locations.

Dell telephone technical support will validate that the battery needs replacement and provide the Customer with an estimated service fee. Dell will provide an In-Home/On-site labor or Rapid Return for Repair as part of this service. Payment must be made to Dell prior to service and must be processed over the telephone or by direct deposit. Our service center partners are not authorized to accept payment.

### Scope of Service

Upon Customer's payment of the service fee to Dell ("**Battery Replacement Fee**"), Dell or our service center partners will replace the primary battery in a Supported Product, provided that you adhere to the terms and conditions specified in this Agreement.

The Service only applies to batteries in Supported Products containing a non-customer accessible battery.

#### Service coverage limitations:

The Service limitations include but are not limited to the following:

- damage resulting from accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of the product, or abuse of the product or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, failure to follow operating instructions, or use of out of specification supplies) by anyone other than Dell (or its representatives),
- damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes,
- failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning),
- the loading of software, software configurations or any data files, or
- any related network problems or any service that would be unique to the product's operation on a network

#### Customers should follow these steps upon experiencing a battery failure:

- **Contact Dell Technical Support:** In order to determine whether the Service applies to your incident, to initiate a service request you must contact Dell tech support. Calls to Dell’s technical telephone support line may not be charged at local rates. For further details on pricing, please refer to your country’s local dell.com website.
  - Contact information for Dell tech support is located at dell.com/technical support. From that page, select your country from the appropriate drop-down menu at top left of the page, then choose the Dell sales segment from which you purchased the Service (either Small & Medium Business or Large Business & Public Sector).
- **Troubleshooting:** Dell tech support, as applicable in your jurisdiction, will diagnose the problem you describe. If Dell determines that the battery is eligible for Service, then Dell tech support, will ask you if you would like to purchase the Service.
- **Payment, Fees, and Additional Charges:** If you agree to purchase the Service, you must pay Dell by credit card or bank payment authorization prior to service. In addition to the Battery Replacement Fee, additional charges may apply if upon inspection of your product, Dell determines that non-battery related components are damaged and require repair in order to replace the battery or to make the product operational, Dell may notify you and provide additional detail of the required repairs. If the damage is repairable, Dell may offer you the option to make a payment for the additional repairs and have them performed. Should you choose not to have Dell perform the additional repairs; Dell will return your product and not perform any repair. If the damage is not repairable or if you choose not to undertake the recommended repairs, Dell will return your product and charge you only for the shipping and handling costs to and from Dell’s repair facilities.

## Service Level

Following remote diagnosis and troubleshooting, Service will be delivered onsite as follows:

- **On-Site Repair.** On-site dispatch of technician and/or service parts to Customer’s business location (for repairs and resolution necessary to service a product covered by this Service. Upon the technician’s request, please tell the technician the full address of your product’s location. Both the performance of service and service response times depend upon the time of day your call is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this Agreement. If you follow the procedures detailed in this Agreement and if your issue is subject to dispatch under this Agreement, then a service technician will be dispatched to arrive at your location for service on a day that is during your Principal Period of Maintenance, or “**PPM**”. The PPM is Monday through Friday, excluding regularly observed local national holidays. If the your call to Dell is received at a time of day when a service technician would be dispatched for service after 5:00 p.m. as determined by Dell, then the service technician may take an additional business day to arrive at your location. For purposes of this Agreement, all references to time mean the customer’s local time.

### IF YOU HAVE RAPID RETURN FOR REPAIR SERVICE, THEN THE FOLLOWING SECTION APPLIES TO YOUR PRODUCT:

#### Rapid Return for Repair after Remote Diagnosis Service.

Service Response Level	Additional Options (if applicable)	Details
Return for Repair Service Options	Mail-in Service (MIS)	Mail-in Service is initiated by calling Dell technical support as outlined above. During diagnosis, the Dell Technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 4 to 6 business days from the date Customer ships the Support Product to Dell.

	Carry-In Service (CIS)	Carry-In Service is a “drop-off” service initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, Dell will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.
	Partner Led Carry-In Service (CIS) (available in certain emerging markets in Europe, the Middle East and Africa)	Carry-In Service is a “drop-off” service initiated by either calling or bringing the Supported Product to a Dell-designated repair centre or shipping location (at the Customer’s cost). Standard service hours are local business hours, available 5days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to make arrangements to retrieve it. Repair service level agreements may vary by country and city.
	Collect and Return Service	Collect and Return Service is initiated by calling Dell technical support as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately.
	Terms and conditions applicable to all Return for Repair Service Options listed above.	<p>Repairs of Qualified Incidents will be performed in accordance to the response time identified on Customer’s Order Form. Once the Supported Product has been repaired, it will be returned to the Customer.</p> <p>Shipping Procedures: During diagnosis, the Dell Technician will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the Dell Technician and prominently labeled with the “Return Authorization Number”. The Return Authorization Number will be provided by the Dell Technician. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the Dell Technician may assist by providing packaging; however a fee may apply for this service.</p> <p>Shipping Precautions: Customer should not send manuals, confidential, proprietary or personal information, or removable media such as floppy disks, DVDs, PC Cards, etc. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer’s confidential, proprietary or personal information.</p>

**Assistance You Must Provide.** The service technician must receive full access to the product and (at no cost to Dell) have working space, electricity, and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service.

**If You Miss The Service Visit.** If you or your authorized representative is not at the location when the service technician arrives, Dell regrets that the service technician cannot service your product. The service technician will leave a card to let you know he or she was there. If this occurs, you may be charged an additional charge for a follow-up service call.

**Service Parts and Supported Products.** If the telephone technician determines that your product needs a replacement part or product, you authorize the on-site technician to act as your service agent to handle the delivery and return of the service parts or products necessary to render on-site repairs.

## Parts and Products

Dell uses new, used, and reconditioned parts and products made by various manufacturers, and the parts and products used for repair may be new, used or reconditioned. All service parts removed from Customer's Supported Product (as defined below) and any original products for which Customer received a replacement part or product, respectively, become the property of Dell. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer's Supported Product and any original products for which Customer received a replacement product that are not properly returned to Dell by Customer. **IF YOU FAIL TO PAY DELL FOR ANY PART OR PRODUCT, THEN DELL MAY CANCEL THIS AGREEMENT, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS.** A suspension of warranty or service for failure to properly return a part or product will not toll the term of your warranty or service, and such warranty or service will still expire in accordance with its original term.

## Warranty Coverage

This Service is limited to one battery replacement during the twelve months after the Battery Replacement Fee (the "**Battery Replacement Service Period**") is received by Dell, and this Service terminates after the Customer receives a battery replacement pursuant to the terms of this Service Description or the Battery Replacement Service Period expires on the Supported Product, whichever event occurs earlier. Nothing set out in this Service Description affects or reduces the statutory rights and remedies that the Customer has under applicable laws. For additional information about warranties and for warranty terms applicable to U.S. and Canadian customers, please click here: <http://www.dell.com.com/warranty>.

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

**Cooperate with Phone Analyst and On-site Technician.** Customer will cooperate with and follow the instructions given by any Dell phone analyst or on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

**On-site Obligations.** Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

**Maintain Software and Serviced Releases.** Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on PowerLink for Dell | EMC Storage or EqualLogic™, or as specified on [www.support.dell.com](http://www.support.dell.com) for additional Supported Products. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

**Data Backup; Removing Confidential Data.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. **DELL WILL HAVE NO LIABILITY FOR:**

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

**Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

## Dell Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your invoice for the purchase of this Service. This Service is provided subject to and governed by Customer’s separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such agreement, depending on Customer’s location, this Service is provided subject to and governed by either Dell’s Commercial Terms of Sale or the agreement referenced in the table below (as applicable, the “Agreement”). Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms.

Customer Location	Terms & Conditions Applicable to Your Purchase of Dell Services	
	Customers Purchasing Dell Services Directly From Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
United States	<a href="http://www.dell.com/CTS">www.dell.com/CTS</a>	<a href="http://www.dell.com/CTS">www.dell.com/CTS</a>
Canada	<a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English) <a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)	<a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English) <a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)
Latin America & Caribbean Countries	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicesdescriptions/global">www.dell.com/servicesdescriptions/global</a> .*	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicesdescriptions/global">www.dell.com/servicesdescriptions/global</a> .*
Asia-Pacific-Japan	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicesdescriptions/global">www.dell.com/servicesdescriptions/global</a> .*	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.
Europe, Middle East, & Africa	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicesdescriptions/global">www.dell.com/servicesdescriptions/global</a> .*  In addition, customers located in France, Germany and the UK can select the applicable URL below: France: <a href="http://www.dell.fr/ConditionsGeneralesdeVente">www.dell.fr/ConditionsGeneralesdeVente</a> Germany: <a href="http://www.dell.de/Geschaeftsbedingungen">www.dell.de/Geschaeftsbedingungen</a>  UK: <a href="http://www.dell.co.uk/terms">www.dell.co.uk/terms</a>	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.

\* Customers may access their local [www.dell.com](http://www.dell.com) website by simply accessing [www.dell.com](http://www.dell.com) from a computer connected to the Internet within their locality or by choosing among the options at Dell’s “Choose a Region/Country” website available at <http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen>.

Customer further agrees that by renewing, modifying, extending or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at [www.dell.com/servicesdescriptions/global](http://www.dell.com/servicesdescriptions/global).

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the "I Agree" button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or Internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case "you" or "Customer" shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a signed Order Form.

**For Consumers Purchasing Directly from Dell and Located in a Member State of the European Union:**

If You are a consumer customer, you may cancel a purchase at any time in accordance with the Distance Selling Regulations, without cause and receive a refund of the price paid less any amount incurred by Dell to recover the product or to cover damage to products whilst in the Consumer's possession. To do this, You must inform Dell in writing no later than seven (7) working days after the day the service order is confirmed or before the service is initiated. This section does not apply to any business customer or user.

# Supplemental Terms & Conditions Applicable to Support & Warranty-Related Services

## 1. Supported Products

This Service is available on supported products which includes select Dell OptiPlex™, Latitude™, Inspiron™, Precision™, Vostro™, Alienware™ and XPS systems and tablets which are purchased in a standard configuration ("**Supported Products**"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the "**Service Tag**"). A separate service agreement must be purchased by Customer for each Supported Product. For example, a printer purchased with a laptop system is not covered by the laptop system's service contract; the printer and the laptop will each need their own service contract. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

## 2. Support Services

**A. Limited Hardware Warranty; Hardware Coverage Limitations.** Support-related services may include technical support options (telephone, Internet, etc.) and service parts and related labor services to repair or replace defect(s) in workmanship pursuant to and occurring within the limited warranty period applicable to Customer's Supported Product(s) (a "**Qualified Incident**"). Dell's Limited Hardware Warranty is available for review at [www.Dell.com/Warranty](http://www.Dell.com/Warranty) or posted outside of the United States at your regional Dell.com website.\*

Hardware coverage limitations may apply and service offerings may be available to extend these hardware limitations for an additional fee. Please see [www.Dell.com/Warranty](http://www.Dell.com/Warranty) or your regional Dell.com website for warranty information or contact a Dell technical support analyst for more details.

**B. Service Parts Ownership.** All Dell service parts removed from the Supported Product and returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by "Keep Your Hard Drive" service) if Customer has received replacement parts from Dell. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

**3. Term of Service.** This Service Description commences on the date listed on your Order Form and continues through the term ("**Term**") indicated on the Order Form. As applicable, the number of systems, licenses, installations, deployments, managed end points or end-users for which Customer has purchased any one or more Services, the rate or price, and the applicable Term for each Service is indicated on Customer's Order Form. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

## 4. Important Additional Information

**A. Rescheduling.** Once this Service has been scheduled, any changes to the schedule must occur at least 8 calendar days prior to the scheduled date. If Customer reschedules this service within 7 days or less prior to the scheduled date, there will be a rescheduling fee not to exceed 25% of the price for the Services. Any rescheduling of the Service will be confirmed by Customer at least 8 days prior to commencement of the Service.

**B. Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description. Service extends only to uses for which the Supported Product was designed.

**C. Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.

**D. Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.

**E. Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or on-site technician; or
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If Dell cancels this Service, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless local law requires other cancellation provisions



that may not be varied by agreement. If Dell cancels this Service pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

**F. Geographic Limitations and Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Service options, including service levels, technical support hours, and on-site response times will vary by geography and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell's then-current time and materials consulting rates.

**G. Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current Term, provided 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](http://www.support.dell.com). A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

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