



## Service Description

### Extended Battery Service

#### Service Overview

Extended Battery Service (the “Service” or “Services”) is available for select products (the “Supported Products” defined below) that are entitled to “Dell’s Limited Warranty” and service contract coverage<sup>1</sup> of greater than one year. Dell’s Limited Warranty and service contract provides primary portable computer battery coverage for the lesser of either a 1-year limited warranty or the length of the limited warranty for the Dell portable computer with which the battery is shipped. This Service extends the term of coverage for the remainder of Customer’s Limited Warranty and service contract up to 3 years by providing a replacement battery during the extended term in the event that Customer’s primary battery experiences a failure. This Service is limited to one battery replacement during the extended term only and this Service Description terminates after the Customer receives a battery replacement or the Extended Battery Service period expires on the Supported Product, whichever event occurs earlier. Additionally, if the replacement battery sent by Dell to the Customer experiences a failure within 90 days after receipt, a subsequent replacement for that battery will be provided.

**Supported Products:** This Service is available on select Dell Precision™, Dell Latitude™ and Dell Vostro™ portable computer systems that are entitled with a Limited Warranty and service contract. This Service is not available on Dell Inspiron™ or Dell XPS™ portable computer systems. The Supported Product covered under this Service Description is identified on Customer’s Dell invoice. A separate Service must be purchased by Customer for each Supported Product.

Please read this Service Description carefully and note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

#### Terms & Conditions Overview

This agreement (“Agreement” or “Service Description”) is made between the customer (“you” or “Customer”) and the Dell entity identified on Customer’s invoice (“Dell”). By purchasing these Services (as defined herein) 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 the location provided in the Global Website Information table below.

**Master Services Agreements.** Dell is pleased to provide this Service Description in connection with Customer’s separate signed master services agreement with Dell or, in the absence of such agreement, the following agreement is incorporated in its entirety by reference:

- **Direct Customers & End Users:** Dell’s Customer Master Services Agreement (“CMSA”) available for review at the location provided in the Global Website Information table below; or
- **PartnerDirect Certified Partners or Registrants and Resellers:** Dell’s Terms and Conditions of Sale for Persons or Entities Purchasing to Resell available for review at the location provided in the Global Website Information table below.

**Dell Services Acceptable Use Policy.** All customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the Dell Services Acceptable Use Policy (“AUP”), which is available for review at the location provided in the Global Website Information table below and incorporated in its entirety herein by reference. PartnerDirect Certified Partners or Registrants, Resellers and



Service Providers are responsible for ensuring that their end-user customers assent to be bound by the terms and conditions of the AUP prior to use of the Services by end-users.

## Support Procedures

### Contacting Dell for Extended Battery Service:

Customers should call Dell hardware warranty support in accordance with Customer's applicable Service Contract when Customer experiences a problem with their primary battery. If the technician determines that the battery has experienced a failure that is covered by the terms of this Limited Warranty (Dell will ship the replacement battery to the Customer within four to five business days).

### Not Included With This Service:

- More than one battery replacement per Supported Product.
- Coverage for a different type of battery than what was originally ordered with the portable computer system.
- Coverage outside of Supported Products.
- Coverage beyond the term of the Service indicated on the invoice
- Coverage for secondary batteries
- Support for damage resulting from moving the Supported Product from one geographic location to another or from one entity to another.

## Customer Responsibilities

- Report battery failure to Dell hardware warranty support in accordance with Customer's applicable Agreement
- Upon request, provide Dell the serial tag number and piece part identification information ("PPID") or adequate detail to validate that a contract covered battery failure has occurred and is covered by this Service
- Inform the technician that Extended Battery Service was purchased for the system
- Upon receipt of the replacement battery, return failed Battery to Dell in the provided pre-paid packaging for proper disposal. Dell is not responsible for batteries which are not disposed of properly.
- Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS** or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or a third-party service provider.

## Important Additional Information

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

**Cancellation.** Subject to the applicable product and services return policy for Customer's geographic location, Customer may terminate this Service within a defined number of days of Customer's receipt of the Supported Product by providing Dell with written notice of cancellation. If Customer cancels this Service within that period, Dell will send Customer a full refund less the costs of support claims, if any, made under this Service Description. However, if that period has transpired since Customer's receipt of the Supported Product, Customer may not cancel this Service except as provided by an applicable state/country/province law which may not be varied by agreement.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer 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 state 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.

**Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available at all locations. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees, and to inspection and recertification of the relocated Supported Products at Dell's then current time and materials consulting rates. 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.

**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 current retail price(s) for any service parts removed from the System and retained by Customer (except for hard drives from systems covered by Keep Your Hard Drive service) if Customer has received replacement parts from Dell. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

**Term and Renewal.** Customer will receive Services for the term indicated on Customer's Dell invoice. Prior to the expiration of the service term, Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

In addition, Dell may, at its option, propose to renew this Service by sending Customer an invoice to renew the Services. Customer may, at its option (where permitted by law), agree to such renewal of the Services by paying such invoice by the due date. Payment of renewal invoices shall indicate Customer's agreement to extend the term of this Service. By renewing this Service, Customer agrees that the then-current terms will apply to the renewal period. If Customer elects not to pay a renewal invoice, Services will be discontinued as of the expiration date set forth on the original or last paid Customer invoice for the Supported Product.

**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 service 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. 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 not available at the same price as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's 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.



## Global Website Information

Customer Location	Master Services Agreement & Service Contracts	PartnerDirect and Reseller Terms & Conditions	Dell Services Acceptable Use Policy
United States, Latin America & the Caribbean	<a href="http://www.dell.com/servicedescriptions">www.dell.com/servicedescriptions</a>	<a href="http://www.dell.com/termsandconditions">www.dell.com/termsandconditions</a>	<a href="http://www.dell.com/aup">www.dell.com/aup</a>
Canada	<a href="http://www.dell.ca/servicecontracts">www.dell.ca/servicecontracts</a>	<a href="http://www.dell.ca">www.dell.ca</a>	<a href="http://www.dell.com/termsandconditions">www.dell.com/termsandconditions</a>
Europe, Middle East & Africa	<a href="http://euro.dell.com/service-descriptions">euro.dell.com/service-descriptions</a>	<a href="http://partner.euro.dell.com/Main/Pages/DPPPEMEA/UK/TermsOfUse.aspx">http://partner.euro.dell.com/Main/Pages/DPPPEMEA/UK/TermsOfUse.aspx</a>	<a href="http://www.dell.com/termsandconditions">www.dell.com/termsandconditions</a>
Asia, Pacific & Japan	<a href="http://www.dell.com">www.dell.com</a> *	<a href="http://www.dell.com">www.dell.com</a> *	<a href="http://www.dell.com/termsandconditions">www.dell.com/termsandconditions</a>

\* Please utilize the "Choose a Country/Region" drop-down menu at <http://www.dell.com>

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*Dell Precision™, Dell Latitude™, Dell Vostro™, Dell Inspiron™ and Dell XPS™ are trademarks of Dell, Inc.*

*<sup>1</sup>For EMEA, the limited warranty will be in accordance with Dell's standard terms and conditions of sale together with the appropriate service offering.*