



# Dell | Accidental Damage Service

## Service Description – APJ\*

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This agreement (“**Agreement**” or “**Service Description**”) is made between the customer (“**you**” or “**Customer**”) and Dell Marketing L.P. or the Dell entity identified on Customer’s invoice or order confirmation (“**we**”, “**us**” or “**Dell**”). The invoice or other order confirmation containing a description of the covered Supported Product (as defined herein) you purchased is hereby incorporated into this Agreement by reference. In instances where Customer purchased this Service through a reseller or distributor, final prices and terms and conditions of sale will be as agreed between Customer and the reseller or distributor, as the case may be, from which Customer makes such purchases; however, the terms set forth herein are applicable to your use of the Service and the performance of Services by Dell. By purchasing these Services (as defined herein), Customer agrees to be bound by all terms and conditions set forth in this document. To the extent permitted by local laws, 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](http://www.dell.com/ServiceContracts)<sup>1</sup>

**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, which can be obtained at [www.Dell.com/Terms](http://www.Dell.com/Terms) for United States and Canadian-based entities and from their local [www.Dell.com](http://www.Dell.com) website for countries located outside of United States and Canada and which is incorporated by reference in its entirety herein. Persons or Entities that purchase for resell must transfer the Service to the end customer in accordance with the transfer procedures of paragraph 5.c., and Dell is not obligated to provide Service to the end customer until such transfer has been completed.

### 1. Service Overview

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

If we decide 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 us, as determined by us in our 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 a contract of insurance.** Please read this Agreement carefully, and please note that to the extent permitted by local laws, Dell reserves the right to change or modify any of the terms and conditions set forth in this Agreement at any time. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

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\*This Service Description does not apply to Australia, New Zealand & Japan

<sup>1</sup> 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, Consumer, 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.



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 for which you purchased Service, 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 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 keyboard 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. Any part that is not covered in the Scope in the preceding paragraph above shall not be covered under the scope of Service under this Agreement.
- **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. We will exercise reasonable efforts to, but this Agreement does not guarantee that we 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, we 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 unintentional drops and spills) or an electrical surge.

If we repair your Supported Product, you understand and agree that where it is permitted by local laws, we may replace original parts with new or used parts either from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to or better than 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 we decide 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 us, as determined by us 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 applicable 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





- 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 the following 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.
  - 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

Please contact a Dell technical support analyst for more details regarding which constitute Optional CSR Parts or Mandatory CSR Parts and which service response levels qualify for onsite installation at no additional fee.

- e. **Limitations of this Service.** This Agreement does not cover and we are 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, without limitations, 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. In order to receive replacement of a Supported Product, you must return the damaged Supported Product to us in its entirety in accordance with the terms of this Agreement.
  - 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 unsuitable environment. If we find evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an unsuitable environment, we are not obligated to repair or replace the Supported Product.
  - Any Supported Product to which the damage is caused by animal actions such as, but not limited to, chewing, gnawing and scratching. Under this agreement, the definition of animal includes, without limitations, pets (such as cats, dogs, rabbits, rodents) or pests (such as termites, rats).
  - 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. We do 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 us, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Agreement does not obligate us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Supported Product. Dell will not be responsible for any data whatsoever on the damaged unit.
  - 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 or natural disasters such as, but not limited to, terrorist acts, riots, war, lightning, flooding, tornado, earthquakes, and hurricanes.
- f. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER DELL NOR ITS AFFILIATES, 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, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE SUPPORTED PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF PROFIT OR GOODWILL, PERSONAL INJURY, DEATH, ANY 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. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE 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.

### 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 contact information can be found at <http://www.dell.com/prosupport/regionalcontacts> or <http://www.dell.com/ap>. 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](http://www.Dell.com/ServiceContracts)) 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 our discretion, ship you a replacement Supported Product immediately. However, if you fail to return the damaged Supported Product to us, 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).

- c. **Payment.** Service is only available with the purchase of a Dell product for which Dell currently offers Dell Accidental Damage Service, but it is not necessary that you purchase the Service to buy a Supported Product from us. Our invoice or other order confirmation issued to you for the Supported Product will indicate whether you purchased Dell Accidental Damage Service, and will serve as your receipt. We 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 or on the information page included with your copy of this Agreement; provided that the term of Service purchased may not exceed the length of Customer's underlying Dell limited hardware warranty.
- b. **Claims of Confidentiality or Proprietary Rights.** You agree that to the extent permitted by local laws, any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to you, except that your personal information will be handled as required by applicable local laws.
- 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](http://www.support.dell.com). Additional terms, conditions and fees may apply to any such transfer. Before we provide the Service to a subsequent owner, it is the responsibility of the subsequent Supported Product owner to provide us with Service Tag and/or invoice information to verify the purchase of the Service by the Supported Product's original owner.
- d. **Cancellation.** This Agreement is dated as of the invoice or other start date noted on your invoice or on the information page included with your copy of this Agreement. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement by sending written notice to us sent by postage prepaid first-class mail or receipted courier service to Dell's address which appears on Customer's invoice or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

If you cancel this Agreement within thirty (30) days of your receipt of it, we 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 void and we 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,

We may cancel this Agreement if you fail to pay us the Total Price for the Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. We will not cancel this Agreement for any other reason. If we cancel this Agreement, we will send you written notice of cancellation at the address indicated in our 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. **Precautions to prevent damage.** You shall at your own expense take all reasonable precautions to prevent damage and to comply with statutory requirements and manufacturers recommendations relating to the safeguarding and operation of the Supported Product.
- g. **Fraud.** If any claim be in any respect fraudulent or if any fraudulent means or devices be used by you or anyone acting on your behalf to obtain any benefits under this Agreement or if any loss be occasioned by your willful act or your connivance, Dell, without prejudice to any other rights Dell





may have under this Agreement, is entitled to refuse the claim. **Dell will not be obligated to honor any claims if there are reasonable grounds to believe that you are involved in any fraudulent or other illegal activities in connection with this Agreement.**

- h. **Failure to follow the procedures set out in this Agreement may result in a rejection of your claim.**
- i. **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 us may also come with a limited hardware warranty from Dell or third party manufacturers of Supported Products we distribute. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties. (For the Dell Limited Hardware Warranty please see [www.dell.com/warranty](http://www.dell.com/warranty)).
- j. **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 or equity.
- k. **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.
- l. **Country-Specific Provisions on Governing Law and Jurisdiction.** This Agreement is applicable only for the APJ region but does not apply to Australia, New Zealand, and Japan. The governing law and which courts can adjudicate any dispute arising out of or in connection with this Agreement depends on where Customer is domiciled. Each party agrees to the applicable governing law below, without regard to choice or conflicts of law rules or the United Nations Convention on the International Sale of Goods, and to the exclusive jurisdiction of the applicable courts below.

<b>If Customer is domiciled in:</b>	<b>The governing law is:</b>	<b>The courts having jurisdiction are:</b>
China	Laws of People's Republic of China	Exclusive jurisdiction of the People's Court in Xiamen
Hong Kong	Laws of Hong Kong	Non-exclusive jurisdiction of the courts of Hong Kong
Taiwan	Laws of Taiwan	Non-exclusive jurisdiction of the Taipei District Court in the ROC





Korea	Laws of Korea	Non-exclusive jurisdiction of the Seoul Central Regional Court
Malaysia	Laws of Malaysia	Non-exclusive jurisdiction of the courts of Malaysia
Singapore	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore
Thailand	Laws of Thailand	Non-exclusive jurisdiction of the courts of Thailand
India	Laws of India	exclusive jurisdiction of the courts in Bangalore
Any other country in the Asia Pacific & Japan region except Australia, New Zealand and Japan	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore

