



## Consumer Basic Hardware Services

Your System. For purposes of this Agreement, a System is identified as a Dell system comprised of the following components: monitor; central processing unit (CPU); input device (such as a keyboard); a data storage device (such as disk drive); and any other components that are described specifically on your invoice or are standard components (at the time of purchase) of the model of the Dell System You purchased. Dell, Dell's Authorised Reseller, or Dell's Authorised Service Provider<sup>1</sup> is pleased to provide Consumer Basic Hardware Service (the "Service(s)") for select server, storage, desktop and notebook systems, mobility products, projectors, monitors and printers ("Supported Product(s)") as defined below and described on your invoice) in accordance with this Service Description ("Service Description"). In addition to the features below, this Service provides technical support options, service parts and related labor services to repair and/or replace defect(s) in workmanship occurring within the hardware service period applicable to Customer's Supported Product(s) ("Qualified Repair(s)") when the Supported Product is located within the country in which Dell originally sold the System, as reflected in Dell's records ("Covered Service Area"). Nothing set out in this service description affects or reduces any applicable statutory rights for consumers.

### How to Use Your Service

1. Self-Help Resolution: For self-help assistance such as driver updates, please consider using a growing number of self-help and diagnostic tools found at [www.support.dell.com](http://www.support.dell.com).
2. Call Dell for Telephone-based Assistance. For service support, please contact the In-country Technical Support Phone Number listed at [www.dell.com/contactdell](http://www.dell.com/contactdell). Telephone based remote assistance is available local business days and hours as listed excludes local public national holidays.
3. Prepare for the Call. You will help the Dell Hardware Service Technician ("Dell Technician") serve you better if you have the following information and materials ready when You call: your System's serial numbers; service tag number; the current version of the operating system you are using; and the brand names and models of any peripheral devices (such as a modem) you are using.

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<sup>1</sup> Dell Authorised Service Provider (Dell ASP) is an authorised Dell Service Provider that provides warranty repair service.

4. Explain Your Problem to the Telephone Technician. Now You are ready to describe the problem You are having with your System. Let the Dell Technician know what error message that You are getting and when it occurs; what You were doing when the error occurred; and what steps You may have already taken to solve the problem.
5. Cooperate with the Dell Technician to Solve Your Problem. Experience shows that most System problems and errors can be corrected over the phone as a result of close cooperation between the Customer and the Dell Technician. Listen carefully to the Dell Technician and follow the Dell Technician's suggestions.
6. Remote Diagnosis. The term "Remote Diagnosis" means the determination by online diagnostic tools or telephone technician of the cause of your issue and it may involve You accessing inside of system and multiple or extended sessions. Compliance to completing the remote diagnosis is required to determine the next steps to resolution.
7. Carry-In Service (CIS)
  - a. Dell-Branded Carry-In Service. Carry-In Service is a "drop-off" service initiated by calling Dell Hardware Technical Support as outlined above. During the telephone-based troubleshooting process, the Dell Technician will diagnose whether a hardware fault is the issue. If yes, then the Customer will be asked to deliver 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 five (5) days per week local business days, excluding local national holidays. Once the Supported Product has been repaired, Dell or Dell's Authorised Service Provider will contact Customer to make arrangements for the Customer to retrieve it. Repair service level agreements may vary by country and city.
  - b. Partner Led Carry-In Service. Carry-In Service is a "drop-off" service initiated by 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 five (5) days per week, local business days, excluding local national holidays. Once the Supported Product has been repaired, the Dell Authorised Service Provider will contact Customer to make arrangements for the Customer to retrieve it. Repair service level agreements may vary by country and city. The link identifies contact information by country. [www.dell.com/contactdell](http://www.dell.com/contactdell)
8. Consumer Collect & Return Service. Collect and Return Service is initiated by calling Dell Technician 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. Typical cycle time is ten (10) business days including shipping to and from the repair center.
9. Mail-in Service: Customer supplies box, Dell pays shipping. If your warranty includes prepaid freight paid by Dell covering inbound and return freight or if Dell determines that your product should be mailed to a repair facility for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the products to us in their original or equivalent packaging. Starting from the date that you ship the Supported Product to Dell, the typical service time is 7-12 business days, including shipping to and from the repair center. We will return the repaired or replacement product to you, and we will pay to ship the repaired or replaced product back to you if you use an address in the Covered Service Area. Otherwise, we will ship the product to you freight collect.

10. Onsite/In-Home Hardware Service. This Service provides a Dell Authorised Service Technician (“Service Technician”) and/or parts at your location to repair and/or replace parts in the main system unit (including monitor, keyboard and mouse, if not ordered separately) for issues covered by limited Supported Products warranty following telephone and/or online remote diagnosis, and the issue cannot be resolved remotely. Please tell the Dell Technician the full address of your System’s location. If You follow these procedures, a Service Technician and/or part(s) will be dispatched, usually in 1 or 2 business days following completion of remote diagnosis for large metropolitan areas and as soon as possible on a commercially reasonable effort basis for more remote geographical regions, to arrive at your location for Consumer Onsite/In-Home Hardware Service; excluding regularly observed holidays. If the Service Technician is dispatched for Consumer In-Home Hardware Service after 17:00 local time, the Service Technician may take an additional business day to arrive at your location.

- a. An Adult Must Be Present At Residences. For service provided at a residence, an adult must be present at all times during the Service Technician’s visit.
- b. Assistance You Must Provide. The Service Technician must receive full access to the System and (at no cost to the technician) have working space, electricity, and a local telephone line. If these requirements are lacking, the technician is not obligated to provide service.
- c. If You Miss The Service Visit. If You or your authorised representative is not at the location when the Service Technician arrives, we regret that the Service Technician cannot service your System. If this occurs, you may be charged an additional charge for a follow-up service call.

11. Customer Replaceable Units. If the Dell Technician determines that the defective unit is one that is easily disconnected and reconnected, such as keyboard, monitor, hard drives in portable computers, or any other component designed from time to time as a component that may be replaced by the customer, You may receive such component to install without a Service Technician arriving onsite.

12. Battery Restrictions. Certain batteries are subject to shipment regulations, so the delivery of service may be delayed if, for example, a replacement battery cannot be shipped on aircraft. Your Dell Technician will be able to provide you with specific information regarding the expected replacement time for any battery.

13. Warranty Parts. If the Dell Technician determines that your System needs a replacement part, you authorize the Service Technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render onsite repairs. You may incur a charge if you fail to allow the Dell technician to return non-working/unused units/warranty parts to Dell. If you fail to return the non-working/unused unit/warranty parts to Dell within the ten (10) days return period, You will be invoiced for the fair market cost of the part.

Replacement parts may be reconditioned or refurbished where permitted by local laws and are replaced on the basis of specification and not on brand and model.

14. Service Exclusions. Without limitation, the scope of the Service does not include support for the following:

- General usage and “how to” questions with Dell factory-installed software.
- Configuration and diagnosis of the Dell factory-installed operating system or factory-installed applications for use with customer-installed applications and hardware.

- Configuration, installation and validation of operating systems, software, applications or drivers/fixes (not supplied by equipment manufacturer).
- Commercial upgrades whether purchased from Dell, Dell's Authorised Reseller or not, e.g. Microsoft® products.
- Configuration of all communication software, unless required for troubleshooting.
- All non-equipment manufacturer-supplied hardware and peripherals, their installation and compatibility with Dell branded hardware. The original manufacturer of the product provides support.
- Non-equipment manufacturer supplied software and peripherals, unless otherwise specified.
- BIOS/Firmware upgrades for non-Dell branded systems, unless part of fault resolution.
- Invalid software and hardware configurations.
- Backing up and restoring customer's data.
- Customer applications and data.
- Unnecessary work in Dell's, Dell's Authorised Reseller's, or Dell's Authorised Service Provider's assessment.
- Consumables and wear and tear to items such as plastics and diskettes.
- Non-critical failures that fall within industry specified tolerances e.g. noise, individual LCD pixels.
- Games and add-on packages from date of purchase (e.g. educational packs).
- Preventative maintenance.
- Repair of system after virus infection other than installation of the operating system to the default Dell factory settings.
- Custom factory integration items over 30 days will not be supported unless specifically agreed in a separate writing by Dell or Dell's Authorised Reseller.
- Service outside the Covered Service Area.

15. Payment Terms. If the payment is necessary, all invoices are payable upon receipt.

16. Geographic Restrictions. If you need service for the System outside the Covered Service Area (for example, while traveling, or if the System has been relocated to a new country), then Dell may offer you other service options for an additional charge. As an alternative, you may also use the Self-Help Resolution resources at [www.support.dell.com](http://www.support.dell.com).

17. Transfer of this Agreement or System Relocation. Subject to the limitations set forth in this Agreement, You may transfer this Agreement to anyone who buys your entire System before the expiration of your service period (as specified on your invoice), provided you are the original purchaser of the System and this Agreement, or You have purchased the System and this Agreement from its original owner (or a previous transferee) and have complied with all the transfer rules in this Agreement. It also is Your responsibility to advise Dell if the System is being relocated geographically (for example, to a new address within the Covered Service Area or to a new country outside the Covered Service Area). If the System is being relocated outside the Covered Service Area, please note that the Geographic Restrictions in Section 16 will apply. For both transfers of ownership and relocation of the System, please complete the transfer form located on the website, <http://www.dell.com/globaltagtransfer>.

18. Renewal. Prior to the expiration of your service contract, You may extend your service period based on available options then in effect for your system. Service extensions may be purchased by calling In-country Technical Support Phone Number.

19. Assignment. Dell reserves the right to assign its rights and obligations under this Agreement to a qualified third party. In the event of such an assignment, You agree to look solely to the third party assignee for performance under this Agreement.

20. Complete Agreement. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF

THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

21. **LIMITATIONS TO SERVICE COVERAGE. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE.** In addition to the other limitations set forth in this Agreement, Service will only be provided in the Covered Service Area, and this Agreement extends only to original purchasers of the System shown on your invoice and to any person who buys the System and this Agreement from the original purchaser or a subsequent transferee; as long as all transfer procedures have been complied with. This Agreement extends only to uses for which the System was designed. Except as stated below, the services that Dell, Dell's Authorised Reseller, or Dell's Authorised Service Provider agrees to provide under this Agreement are labor only which is necessary because of any defect which exists or occurs in materials or workmanship in the System or in any System component covered in your warranty. Preventive maintenance is not included. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by software problems or as a result of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorised Reseller, or Dell's Authorised Service Provider (or their representatives) and repair services which are necessary due to manufacturer's recall of Systems or System components are not included. Dell, Dell's Authorised Reseller, and Dell's Authorised Service Provider are not obligated to repair any System or System component in the following instances:

- a. damage resulting from accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of the System, or abuse of the System component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper supplies) by anyone other than Dell (or its representatives),
- b. damage resulting from an act of God such as, but not limited to, lighting, flooding, tornado, earthquakes, tidal waves and hurricanes,
- c. failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning),
- d. repairs due to excessive use, wear and tear,
- e. use of components or software not supplied by Dell,
- f. the moving of the System from one geographical location to another or from one entity to another, or
- g. where a service technician determines there is no trouble found (e.g., the error cannot be re-created).

22. **Customer Data & Data Loss.** Dell recommends regular backup of data. In cases where a hard drive failure is detected, the hard drive will be replaced. Your data stored on the defective hard drive will be lost if the hard drive is replaced. The Service Technician will configure the operating system to the original factory settings only if You make the original software image or operating system installation media available. You should contact Dell Technician for assistance in reinstalling any additional software provided on the original factory image.

It is your responsibility to complete a backup of all existing data, software, and programs prior to Dell's Authorised Service Provider performing any Service. **DELL, DELL'S AUTHORISED RESELLER, AND DELL'S AUTHORISED SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR LOSS OF OR**

RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM. You understand and agree that under no circumstances will Dell, Dell's Authorised Service Provider, or Dell's Authorised Reseller be responsible for any loss of software, programs, or data, even if the Service Technicians have attempted to assist You with your backup, recovery, reinstallation of data or similar services. Any such assistance is beyond the scope of any warranty and this Service. Any assistance is provided in Dell's, Dell's Authorised Reseller's, or Dell's Authorised Service Provider's sole discretion and without any guarantee or warranty of any kind. Neither does Dell, Dell's Authorised Reseller, or Dell's Authorised Service Provider provide any guarantee or warranty of any kind with respect to any third- party product that a service technician may use in assisting you.