# Service Description Dell Logistics Services

# Introduction

Dell's Logistics Services (each a "Service or "Logistics Service" and together the "Services" or "Logistics Services") are a broad portfolio of standard and custom services focused on the physical handling and delivery or your order that support, enhance and often complete the purchase experience of the Dell Customer. The flexibility and range of services available reflect the dynamics of customer requirements and afford the opportunity to choose from a menu of services that deliver back end order support for your warehousing, packaging and transportation needs.

#### **Scope of Service**

Dell Logistic Services are offered by Dell for its periodically supported products ("**Supported Products**") and include but are not limited to:

- 1. **Warehousing Services** Stocking solution for rapid deployment to a staggered delivery schedule (further detailed in Service Attachment (1)),
- 2. **Drop In Box** Add additional H/W, custom installation documents and/or other accessories into the shipping box. (further detailed in Service Attachment (2)),
- 3. **Remove Items** Removal of Dell default/standard items from the shipping box (further detailed in Service Attachment (3)),
- 4. **Multi-Pack** Provide customer systems and specified documentation in approved multipack containers (further detailed in Service Attachment (4)),
- 5. **Overpack** over-pack multiple systems and/or accessory items into a larger carton to reduce the number of separate boxes being received (further detailed in Service Attachment (5)),
- 6. **Pallets & Crates** Pre-defined non-standard or customer specific pallet or crate design, configuration or palletization (further detailed in Service Attachment (6)),
- 7. **Custom Packaging** Packaging designed to customer specifications. (further detailed in Service Attachment (7)),
- 8. **Ship Box Label** Applying predefined/standard and/or custom labels which may include customer defined and/or provided data to the system ship box (further detailed in Service Attachment (8)),
- 9. **Order Consolidation** Manage the receipt and consolidation of multiple Dell and third-party hardware, software and peripherals or customer-consigned parts and arrange delivery of all parts in single shipment (further detailed in Service Attachment (9)),
- 10. **Custom Delivery** Delivers product on a specific time or day, or to a customer location with additional services that are not standard method by the carrier. This service may include: Time Specific, Afterhours Specific, Date Specific, Weekday Specific, Weekend or Holiday delivery, Depalletization, Inside Single Destination, Inner Office Distribution (multiple destinations at one address), Unpacking, Lift gate, Package Removal (detrash) (further detailed in Service Attachment (10)),
- 11. **Customer Carrier** Manage the transportation process using Dell and non-Dell standard logistics carriers in the transportation of products. (further detailed in Service Attachment (13)),
- 12. **International Shipping** Prepare international shipment with all the required documents. Direct ship to end users in direct or indirect countries with accurate Tax and Export compliance documents (further detailed in Service Attachment (12)),



- 13. **Reporting & Notification** Prepare standard & custom shipping paperwork, packing lists or labels, logistics and transportation reporting and advance notification of deliveries and reports. (further detailed in Service Attachment (13)),
- 14. Short Term Storage (EMEA and APJC customers) Dell will manage/store customer fluctuating volume of orders for a pre-determined timeframe (further detailed in Service Attachment (14)),

*Please Note*: The service attachments detailed above ("**Service Attachments**") to this Service Description include the specifications for each Logistics Service offered by Dell. Only the Service Attachment(s) for the Logistics Services identified on theCustomer's invoice, order acknowledgment or purchase order shall apply to that specific purchase by Customer.

Customer may purchase one or more of the above Logistics Services from Dell for a per-system fee to be determined between the parties. The specific Logistics Service(s) which Customer is purchasing and the associated price for such Logistics Services shall be indicated on Customer's invoice, order acknowledgment or purchase order. By purchasing these "Services" from Dell, Customer agrees to be bound by all terms and conditions set forth in this Service Description, including the applicable Service Attachment(s) and the applicable Customer master services agreement or Dell's terms of sale applicable to commercial customers, available at <u>www.Dell.com/terms</u> (as applicable).

#### **Optional Services**

Each currently available Logistics Service is detailed in the Service Attachments to this Service Description. Additional services (including configuration services or related consulting, managed, professional, support or training services) may be available for purchase from Dell. Additional services will require a separate services agreement with Dell.

#### **Term of Service**

This Logistics Service(s) under this Service Description commences on the date you place your order and continues through the Term of Service. The "Term of Service" begins on the Services purchase date and extends for the term indicated on the Order Form (as defined below). 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 of Service for each is indicated on Customer's order form or other mutually-agreed upon form of invoice, order acknowledgment or purchase order (collectively, "**Order Form**"). Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description shall be solely for Customer's own internal use and not for resale or service bureau purposes.

#### **General Customer Responsibilities**

For each Logistics Service ordered by Customer hereunder, Customer shall

- provide Dell with access to appropriate Customer personnel to support the provision and delivery of the Services;
- Where Logistics Services require on-site performance, Customer must provide free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, and a localtelephone line.
- meet qualification criteria for the Logistic Service ordered as defined in the Service Attachments; i.e., minimum

order quantities, order frequency, system applicability, other conditions

- acquire all necessary licenses, rights, regulatory certifications, and other permissions necessary with respect to international trade compliance for Dell to perform the Logistics Services;
- Agree with the terms and conditions as set forth in the individual Service Attachments.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to and, as applicable, 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 Dell phone technician.

#### **Excluded Items**

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

• Any services, tasks or activities other than those specifically noted in this Service Description. Excluded items specific to the Logistics Services are detailed in the corresponding Service Attachments.

This Service Description does not confer on Customer any warranties which are in addition to the warranties provided under the terms of your master services agreement or the Agreement (as defined subsequently in this Service Description), as applicable.

#### **Terms and Conditions**

**Supported Products.** This Service is available on select Dell OptiPlex<sup>TM</sup>, Latitude<sup>TM</sup>, Precision<sup>TM</sup>, PowerEdge<sup>TM</sup>, PowerEdge SC<sup>TM</sup>, PowerVault<sup>TM</sup>, PowerConnect<sup>TM</sup>, Dell EqualLogic<sup>TM</sup>, select Dell printers, select Dell and 3<sup>rd</sup> party accessories. Supported Products are added regularly so please contact your Dell sales representative to for the most up-to-date list of which Services are available on your Dell or non-Dell products.

**Configuration Services Project.** The delivery of Logistics Services by Dell may be accomplished by development and management of a Configuration Services Project ("**CS Project**"). Each order for Logistics Services which Customer places in conjunction with a purchase of a new Supported Dell Systems and/or other Configuration services may be managed by Dell as a unique CS Project. If Customer orders multiple Logistics Services and Custom Factory Configuration Services in conjunction with a purchase of new Supported Dell Systems, they will be combined under a single CS Project; if applicable. Where specific system types prevent the combination of Logistics Services and

Configuration Services into one CS Project, they will be treated as separate CS Projects. Customer modifications to an existing CS Project may be treated as a separate CS Project.

**Dell Partners.** Dell may use affiliates and subcontractors to perform Logistics Services. From time to time, Dell may change the location where Logistics Services are performed and/or the party performing the Logistics Services; provided however, Dell shall remain responsible to Customer for the delivery of Logistics Services.

**Customer Partners.** Customer may use third parties (e.g., contractors, agents, system integrators and/or channel partners) to represent Customer and work with Dell to the extent necessary for the Logistics Services to be provided to Customer. Customer is solely liable for all acts or omissions of its Customer Partners. Customer further agrees to indemnify and hold Dell harmless on demand from any and all damages, costs and expenses (including legal fees and costs of court or settlement) arising out of or in connection with any act or omission of each Customer Partner in its capacity as a representative of Customer, regardless of the form of action.

**Cancellation.** Except as otherwise stated in this Service Description and the Service Attachments hereto, and subject to the applicable product return and services cancellation policy for Customer's geographic location (whether specified in a Service Description or imposed by local laws), Customer may only cancel the Logistics Services in conjunction with the Customer's cancellation of the purchase of the Supported Products. Written notice of cancellation is required and Service cancellation fees may apply.

Dell may cancel the Logistics Services, including any Service in process, at any time during the term of this Service Description for any of the following reasons:

- Customer fails to pay the total price for the Logistics 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 a Logistics 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.

Third Party Products. "Third Party Products" shall mean any hardware, software or other tangible or intangible materials (either provided by Customer to Dell or procured by Dell at Customer's direction) that are used by Dell in conjunction with the Logistics Services. Customer warrants to Dell that it has obtained any licenses, consents, regulatory certifications or approvals required to hereby grant Dell and Dell Partners, as described above including their respective subcontractors and employees, the right and license to access, copy, distribute, use and/or modify (including creating derivative works) and/or install the Third Party Products without infringing or violating the ownership or license rights (including patent and copyright) of the providers or owners of such Third Party Products. EXCEPT AS AGREED TO IN WRITING BETWEEN CUSTOMER AND DELL, DELL HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD PARTY PRODUCTS. Third Party Products shall be exclusively subject to terms and conditions between the third party and Customer. DELL HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY EFFECT THAT THE LOGISTICS SERVICES MAY HAVE ON ANY WARRANTES FOR THIRD PARTY PRODUCT. To the maximum extent permitted by applicable local law, Dell shall have no liability for Third Party Products and Customer shall look exclusively to the

third party provider for any damages or liability with respect to the provision of such Third Party Products. Dell may purchase unique parts and long lead-time components as Third Party Products to support the manufacture of customized configurations for Customer. If (i) such materials are not used within ninety (90) days because of a change in Customer's forecast, reschedule or cancellation of any purchase order, or other reasons, and (ii) Dell is unable to resell such materials to others at a reasonable price or unable to cancel its order for the materials, then in its sole discretion Dell may invoice and deliver the materials to Customer. Customer shall pay Dell for the materials and any stocking fees Dell may incur as a result of holding such materials in its inventory longer than ninety (90) days.

**Export.** Customer warrants and represents that Third Party Products, including but not limited to software included on an image submitted to Dell in conjunction with Logistics Services, contain no restricted technology (e.g., encryption) or, if they do contain restricted technology, that the Third Party Products are eligible for export by Dell to any country (other than those that are embargoed under applicable export laws) without an export license. Dell is not responsible for determining the accuracy of any representations regarding the existence of an export license or regarding eligibility for export of Third Party Products without license. Customer's export certifications must support applicable regional and local laws, regulations, and requirements (e.g., physical signature vs. electronic signature). In addition to the above warranties, a separately signed export certification may be required for all CFI Imaging Services(the "Image Export Compliance Certification"). In selected countries, export certifications may be required in conjunction with other Services (e.g., CS Asset Services, CS Hardware Integration Services, CS BIOS CustomizationServices, or CS Drop in the Box Services). Any required export certification must be completed, signed and returned to Dell prior to the applicable Logistics Service being implemented by Dell. In the event Dell is required to obtain anexport license for Third Party Products in order to deliver the Services, Customer hereby agrees to provide Dell, at no charge, any and all reasonable assistance Dell requires to obtain such export license.

**Customer Indemnity.** Customer shall defend, indemnify and hold Dell harmless from, any third-party claim or action arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals associated with Third Party Products, as well as software or materials directed or requested by Customer to be integrated as part of the Services, or (b) any inaccurate representations regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws, regulations, and orders.

**Technical Specifications Notice and Disclaimer.** Customer is responsible for determining Customer specifications for the Logistics Services and for ensuring that those specifications are properly documented to Dell. Customer acknowledges that the Logistics Services are of Customer's choosing. Dell shall be entitled to rely on the customer documentation (the "Customer Specification Form"). Dell is not responsible for liability or damage arising from the provision of Logistics Services performed in accordance with Customer Specification Form. If Dell is of the reasonable view that the proposed Logistics Services are not technically feasible, Dell reserves the right to refuse to proceed with the provision of the Logistics Services. Dell makes no warranty that the Logistics Services and substance provided by the Customer or third parties.

#### **Important Additional Information**

**Change Control.** For additional work not specified in a Logistics Service that has resulted from: (i) a requested change in the scope of Service, (ii) an act or omission of the Customer; (iii) a change in law and/or applicable regulations; or (iv) a force majeure event, Dell will consider the additional work and provide details of any changes to timelines and cost based on the changes requested. Should Customer agree to the additional timeline and/or cost, they will confirm so in writing by providing consent in writing before Dell begins or (if already begun) continues to provide the additional services.

**Service expires 1 year after purchase.** EXCEPT TO THE EXTENT APPLICABLE LAW REQUIRES OTHERWISE, YOU MAY USE THIS SERVICE ONE TIME DURING THE 1 YEAR PERIOD FOLLOWING THE DATE OF ORIGINAL SERVICES PURCHASE ("EXPIRATION DATE"). THE ORIGINAL SERVICES PURCHASE DATE IS DEFINED

AS THE EARLIER OF THE DATE OF THE INVOICE FOR THE SERVICE OR ORDER CONFIRMATION FROM DELL. DELL'S DELIVERY OF THE SERVICE WILL BE DEEMED SATISFIED AFTER THE EXPIRATION DATE EVEN IF YOU DO NOT USE THE SERVICE.

**Transfer of Service.** Customer may not transfer Logistics Service or any rights conferred to Customer by this Service Description to a third party.

**Logistics Service Availability.** Logistics Services may not be available in all geographic locations or for all products.

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	www.dell.com/CTS	www.dell.com/CTS
Canada	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)	www.dell.ca/terms (English) www.dell.ca/conditions (French-Canadian)
Latin America & Caribbean Countries	Local <u>www.dell.com</u> country-specific website or <u>www.dell.com/servicedescriptions/global</u> .*	Local <u>www.dell.com</u> country-specific website or www.dell.com/servicedescriptions/global.*
Asia-Pacific- Japan	Local <u>www.dell.com</u> country-specific website or <u>www.dell.com/servicedescriptions/global</u> .*	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.

Middle East, & Africa In add German applica France: <u>www.de</u> German <u>www.de</u>	ition, customers located in France, ny and the UK can select the ble URL below: <u>ell.fr/ConditionsGeneralesdeVente</u>	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.
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\* Customers may access their local <u>www.dell.com</u> website by simply accessing <u>www.dell.com</u> 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 <u>http://www.dell.com/content/public/choosecountry.aspx?c=us&l=en&s=gen</u>.

Notwithstanding these master service agreements, in the event of an irreconcilable conflict between the provisions set forth in this Service Description and the applicable Customer master services agreement, Customer hereby agrees the provisions set forth in this Service Description, being agreed upon subsequent to those of the applicable master agreement, shall govern. 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.

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/servicedescriptions/global.

Supplier will treat any personal information collected through the Collector in accordance with the applicable jurisdiction's Supplier Privacy Statement, all of which are available at http://www.dell.com/localprivacy and each of which is hereby incorporated by reference.

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 more information about any of our service offerings, please contact your Dell representative or visit <u>www.dell.com/services</u>

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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# Attachment 1 Warehousing; Ready Stock\*

# **Service Overview**

Dell's Ready Stock service ("Service" or "Services") assists Customer in managing fluctuating volume of orders from its buyers and reduces fulfillment lead time by keeping a supply of pre-configured, pre-built systems pre-positioned in stocking locations and managing such inventory to meet demands. The Service is available on certain system models and configurations, software and peripherals, third party components and customer consigned product ("Eligible Products"). Service locations are at Dell's sole discretion and approval which are subject to change. Contact your Dell Sales Representative for more information about systems and configurations that are Eligible Products.

Dell will build and stock quantities of Eligible Products based on Customer's purchase orders of Eligible Products for predetermined periods of time. Customer may select initial time periods of 90, 120, 150 or 180 days, depending on regional availability, at a defined price for each level.

The Eligible Products will be warehoused at Dell's (or Dell's contractor's) facility ("Merge Center") until Customer submits a notice of shipment, requesting shipment of the Eligible Products. This service is intended to provide the Customer the maximum level of shipping flexibility. At any time during the storage period the Customer may communicate shipping instructions indicating the specific Eligible Product, quantity and delivery destination(s) to be shipped. After Dell receives and accepts Customer's shipment notification, the Eligible Products ordered by Customer will be shipped from Merge Center. Other services (Deployment, Configuration, Support, etc.) may be ordered by the Customer as part of the applicable service agreement. Other services order by the customer as part of the service agreement will be applied as requested by the customer or as appropriate for the service ordered, either prior to inventory staging or after notice of shipment submitted by Customer.

# **Service Procedures**

- Eligible Products can be warehoused for initial terms of 90, 120, 150 or 180 days, depending on Eligible Product and regional availability.
- At any time during the storage period the Customer may submit a notice of shipment for Eligible Products in whole or in part. Customer will communicate the specific Eligible Product to by shipped by type and quantity along with the delivery address(es).
- Upon receipt of notice of shipment, Dell will apply any remaining ordered service, as required, within the then applicable service level agreement.
- Dell will provide the customer regular inventory and activity reporting on Eligible Product participating in the service.
- The initially purchased storage term may be extended in 30-day increments (each an "Extension Period"), up to a maximum, cumulative warehousing period of time not to exceed 180 days (together the "Purchased Period"). Service fees apply for each Extension Period.
- Any and all Eligible Products remaining in the warehouse past the Purchased Period will be shipped and invoiced to Customer and Customer shall pay for such products in accordance with the payment terms set forth in the Agreement (as defined under the Terms and Conditions section of this Service Description). Associated Third Party Products in the Merge Center will be shipped with such Eligible Products.
- Customer may not cancel the Services except as provided by an applicable state, country, or provincial law which may not be varied by agreement. Where such state, country, or provincial law prohibits non-cancellation of Services, any such cancellation by Customer will incur a Service cancellation fee up to 25% of the agreed price



for each Eligible Product remaining in the warehouse, in addition to any warehousing fees that may have been incurred up to the time of cancellation.

- Dell's return policy shall not apply; all Eligible Products may not be returned.
- Dell will support all currently available and approved payment types for this Service or for Eligible Products ordered from Dell. Contact your sales representative for more information regarding payment types.
- Invoicing for Dell Eligible Product (excluding purchased third party or consigned material), warehousing services and other applied services that may be included in the service agreement will occur upon shipment from Dell's fulfillment location.
- Upon its shipment from Dell's supplier to the Merge Center, Third Party Products purchased by Customer from Dell will be invoiced to Customer. Customer understands and agrees any warranty for such Third Party Product is provided by the original manufacturer of the Third Party Product and such warranty shall begin upon Dell's supplier's shipment of Third Party Product to the Merge Center.
- Then-current warranty terms and conditions for Supported Products, including any Eligible Products and excluding any Third Party Products, apply as described in the applicable service contract for the Supported Products that are ordered upon shipment, with corresponding entitlement to this Service in accordance with such system's applicable Term of Service.

#### **Customer Responsibilities**

- Customer will complete and sign a Customer Specification for Services provided under this offer.
- Customer will provide Dell a Purchase Order covering the Eligible Product and Services included in the ervice agreement
- Customer will meet regularly with the Dell account team to discuss product forecast, existing inventory, adding or removing configurations of Eligible Products, and other Service-related matters or issues.
- Customer will provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Service.
- Compliance Review. Dell and Customer will review periodically Customer's compliance with this Service Description. If Customer has failed to comply with any provision of the Service Description then Dell reserves the right to terminate or modify the Service.
- At the end of the stocking term Customer will take delivery and pay for all remaining inventory, as well as all Service fees (including Service extension fees) that have accrued but not paid by Customer as of the date of shipment of those Eligible Products.

# **Not Included With This Service**

- Material teardown the deconstruction of configured systems and/or the removal from protected inventory for the purposes of resale.
- Any activities other than those specifically set forth in this Service Attachment.

\*This attachment applies to previous versions of warehousing services Delivery on Demand and ReadyShip.



# Attachment 2

# Drop in Box

# **Service Overview**

Logistics Services Drop in the Box Service ("Drop in Box") provides a method for Dell and/or Third Party Product(s) (e.g. documentation, software and/or peripheral hardware items) made available by Dell and selected by Customer to be packed in connection with and shipped at the same time as the new Supported Product is shipped.

#### **Service Procedures**

The process Drop in Box Services can be ordered as custom configuration or as standard preconfigured product offer created by Dell is as follows:

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's technicalrequirements in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- Dell Procurement obtains Third Party Products, or Customer may provide drop in box items to Dell
- Project manager works with Dell procurement, or Customer to establish inventory process for drop inbox items.
- Dell completes a manufacturing test to (i) confirm all items are set up correctly in the inventory system and (ii) determine if all items fit in the new Supported Product box or will require an additional box.

#### **Customer Responsibilities**

- Provide sufficient quantities of Customer-owned drop in the box items to Dell for initiation of the Project.
- Certify the drop in the box items do not contain Personally Identifiable Information.
- Provide any and all reasonable assistance Dell requests to obtain any export license required by Dell to perform the Services for Customer owned Third Party Products.
- Participate with Dell throughout the project lifecycle to provide adequate volumes of consigned (Customerowned) drop in box materials to Dell to fulfill Supported Product orders. To include complying with delivery guidelines of the supporting fulfillment site.
- For Dell procured Thirty Party Products, participate with Dell procurement throughout the project lifecycle by providing quarterly and annual unit forecasts in support of the Customer's Drop in the Box service project systems orders.

#### **Service Requirements**

- The size and quantity of items to be included with this Service may be restricted based on the type of items ordered and available capacity of the boxes. Check with the project manager or Dell Sales Representative for any potential restrictions.
- The insertion of items cannot compromise the safety or integrity of the system package.



• All added components or items will be identified and included in any customs, trade or export documentation as required by local governing entities.

- Customization or configuration of any items to be dropped in the box.
- Testing Third Party Product for compatibility with the Customer's configuration.
- Any activities other than those specifically noted in this Service Attachment.

# Attachment 3

# **Remove Items**

# **Service Overview**

Logistics Services Remove Items Service ("Remove Items", "Service") provides a method for the Customer to identify and have removed from Dell Supported system, any of the default/standard items typically provided as components/accessories of Dell systems (e.g. documentation, software and/or peripheral hardware items). The selected items will be removed from the Dell system packaging prior to item being shipped.

#### **Service Procedures**

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's requirements.
- Customer validates accuracy and verifies requirements to Dell.
- Dell project manager completes order for services
- Dell CS Operations receives services order and executes according to established process for Remove Items service
- Items removed will be scrapped by Dell.
- Customer will not receive any financial credit for the items removed

# **Customer Responsibilities**

• Relinquish rights of ownership for removed items.

#### **Service Requirements**

- Items removed may be restricted in certain regions/countries based on customer and local regional regulations. Check with the project manager for any potential restrictions.
- Removal of items cannot compromise safety or package integrity of the shipping container.

- Customization or configuration of any items remaining in the box.
- Any activities other than those specifically noted in this Service Attachment.

# Attachment 4 Multipack

# **Service Overview**

Logistics Services Multipack Service ("Multipack", "Service") provides a method for the Customer to receive masterpack type shipments of hardware systems. Multiple like systems packed into one shipping container. Multipack Service has many benefits:

- Facilitates ease of deployment (1 box instead of many)
- Reduces onsite waste and recycling cost
- Highly portable (~ 80 lbs.)
- Maximizes warehouse storage capacities
- Reduces raw material requirements (wood, paper, plastic)
- Reduces waste to landfills

Basic configurations available:

- Servers
  - 10 pack multipack
  - $\circ$  20 pack multipack
  - o 4 pack multipack
- Laptops
  - o 6 per multipack multiple platforms
- Desktops
  - o 6 DT per multipack multiple platforms
  - o 4 MT per multipack multiple platforms
  - 10 SFF per multipack multiple platforms
  - 5 USFF per multipack multiple platforms

#### **Service Procedures**

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's requirements and confirm service supports Customer need.
- Customer validates accuracy and verifies requirements to Dell.
- Dell project manager completes order for services
- Dell Logistics Services Operations receives services order and executes according to established process for Multipack service.

#### **Customer Responsibilities**

- Order in quantities necessary to support Multipack configurations.
- Able to receive Multipack configuration shipments

#### **Service Requirements**

Multipack packages created will follow the standard "prevent package damage or loss" guidelines:



- Use a box strong enough to support the weight of the contents
- Ship cases in corrugated shipping containers
- Securely seal contents at risk from leakage
- Use at least two inches of appropriate cushioning material to protect items from each other and the corners, sides, top, and bottom of the box
- Reinforce package edges to protect from bending
- Securely seal package closures and seams with reinforced tape
- Minimum information included in Multipack will include Customer Order number, Dell Order number for each package contained within, complete address information and telephone numbers.
- All combined components or items will be identified and included in any customs, trade or export documentation as required by local governing entities.

#### **Exclusions**

• Systems available for Multipack varies by region and shipping location, please contact your CS PM for details

#### **Not Included With This Service**

• Customization or configuration of any items remaining in the box.

Any activities other than those specifically noted in this Service Attachment



# Attachment 5

# OverPack

# **Service Overview**

Logistics Services OverPack Service ("OverPack", "Service") provides a method for the Customer to consolidate multiple unique packaged items (i.e. systems, peripherals, 3<sup>rd</sup> party devices) into one larger package or container for shipping purposes.

#### **Service Procedures**

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's requirements.
- Customer validates accuracy and verifies requirements to Dell.
- Dell project manager or Dell Sales completes order for Services
- Dell CS Operations receives services order and executes according to established process
- Assign multiple boxes and items to a single box, close, and seal and label OverPack box with appropriate labels and documentation.

#### **Customer Responsibilities**

• Order profile will have to fit the OverPack box limitations.

#### **Service Requirements**

- OverPack packages created will follow standard "prevent package damage and loss guidelines".
  - Use a box strong enough to support the weight of the contents
  - Ship cases in corrugated shipping containers
  - Securely seal contents at risk from leakage
  - Use at least two inches of appropriate cushioning material to protect items from each other and the corners, sides, top, and bottom of the box
  - Reinforce package edges to protect from bending
  - Securely seal package closures and seams with reinforced tape
  - o Include complete address information and telephone numbers on the label
- Specific standard overpack sizes are set according to regional criteria but generally fall into "medium" and "large" configurations.
- Minimum information included in OverPack will include Customer PO number, Dell Order number for each package contained within.
- All combined components or items will be identified and included in any customs, trade or export documentation as required by local governing entities.

- Custom OverPack box or container design.
- Any activities other than those specifically noted in this Service Attachment.



# Attachment 6 Pallets & Crates

# **Service Overview**

Pallets and Crates Service ("Pallets & Crates", "Service") provides a method for Dell Customers to access non-Dell standard pallets and crate configurations that best suit their needs. Custom Pallets & Crates can often allow for maximum stacking, box orientation and special label application. Multiple products can be placed in pallets with new paperwork and custom label as required. Non-standard configurations may include:

- Gaylord containers
- Over-sized pallets
- Custom size pallets (Customer requested)
- Shock pallets
- Wood crates
- Roll Container

#### **Service Procedures**

The delivery of Pallets & Crates service is a custom offer and requires setup of a CS Project. If a Customer requires multiple logistics services, all applicable services may be combined into one CS Project. If a Customer has an active CS Project, project manager will determine and decide the use of current or setup of a new CS Project. The process for each CS Project which includes Pallet & Crate service is as follows:

- Project manager or Dell Sales contacts Customer to document and capture Customer's requirements and the relevant details in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- Dell completes a logistics test to confirm the service is setup correctly for fulfillment in the delivery region(s).
- Project manager will inform completion of CS Project to Dell Account Team and the Customer.
- Dell project manager or Dell Sales completes order for services
- Dell acquires the pallet or crate designed/selected.
- Dell Logistics Services operations receives services order and executes according to established process.

#### **Customer Responsibilities**

- Validate accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- Customer takes responsibility for any damage to or other type of loss of any shipment (whole or part) where custom pallets & crates are used.
- Participate with Dell throughout the project lifecycle for the successful delivery of service.

# **Service Requirements**

• Dell will make all reasonable attempt to acquire customer requested pallet or crate within acceptable time frame



• All Pallets & Crates must provide adequate protection to the product for transport.

- Service may not be available in all countries/regions.
- Any activities other than those specifically noted in this Service Attachment.

# Attachment 7 Custom Packaging

# **Service Overview**

Dell Logistics Service Custom Packaging ("Custom Packaging", "Service") allows for the creation of a non-Dell standard, customer designed or requested package. This custom package may be designed or configured for size, packing content, color, graphics or other criteria based on customer request or need.

#### **Service Procedures**

The delivery of Custom Packaging is a custom offer and requires setup of a CS Project. If a Customer requires multiple logistics services, all applicable services may be combined into one CS Project. If a Customer has an active CS Project, project manager will determine and decide the use of current or setup of a new CS Project. The process for each CS Project which includes Custom Packaging service is as follows:

- Project manager or Dell Sales contacts Customer to document and capture Customer's requirements and the relevant details in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- Dell completes a logistics test to confirm the service is setup correctly for fulfillment in the delivery region(s).
- Project manager will inform completion of CS Project to Dell Account Team and the Customer.
- Dell project manager or Dell Sales completes order for services
- Dell acquires the packaging designed/selected.
- Dell Logistics Services Operations receives services order and executes according to established process.

#### **Customer Responsibilities**

- Validate accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- Customer takes responsibility for any damage to or other type of loss of any shipment (whole or part) where custom packaging is used.
- Retain ownership of all packaging acquired via this Service.
- Participate with Dell throughout the project lifecycle for the successful delivery of service.

#### **Service Requirements**

- Custom package designs can take up to three months depending on the amount of cushion, design, colors, text, etc. Timing to complete a Service will be evaluated and communicated by Customer's project manager and accepted by Customer prior to commitment of resources to effort.
- Pricing for Service will be quoted specifically and solely to each project.
- Unused Custom Packaging will be disposed of in accordance with specifications agreed as part of the project creation.



- Service may not be available in all countries/regions.
- Any activities other than those specifically noted in this Service Attachment.



# Attachment 8 Ship Box Label

# **Service Overview**

Logistics Services ship box label service ("Ship Box Label") provides a method for Customer to apply a printed tag with custom data to the system ship box. This service offers the Customer the ability to select from a variety of preconfigured designs or to customize the Dell standard Ship box label that best suits their specific requirements.

The customizable components of the Ship Box label are subject to change but may include the addition of customer logo or other proprietary content or system or customer order detail typically available from supporting Dell information systems (i.e., HDD size, RAM, Processor, model number, Customer PO number, ship date, asset number, service tag).

# **Service Procedures**

The process for each Custom Packaging Label Service is as follows:

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's requirements.
- Customer validates accuracy and verifies requirements to Dell.
- Dell project manager or Dell Sales determines if Customer request is standard or custom design
- Dell project manager or Dell Sales completes order for services
- Dell Logistics Services Operations receives services order and executes according to established process

#### **Customer Responsibilities**

- Provide data for any proprietary Ship Box Label content
- Approve any custom design prior to submission to production

#### **Service Requirements**

- Dell will maintain and make available to customer the current Ship Box label pre-configured designs available as standard selections
- Generate, print and/or apply label or preprinted or consigned Label with custom information or branding labels.
- Apply label to outside the box per Dell's specifications (system, peripherals, etc.). Different language(s) (International character set) may be required.
- All packaging labels will be installed in the same position on each package, regardless of size. The location is on top of the largest side. This is applicable globally, unless there are some in country/regional requirements that conflict otherwise.

# Not Included With Ship Box Label Services

• Any activities other than those specifically noted in this Service Attachment.



# Attachment 9 Order Consolidation

# **Service Overview**

Logistics Service Order Consolidation Services ("Order Consolidation", "Services") provides a method for Customer to manage the receipt and consolidation of multiple Dell hardware systems and peripheral parts, as well as third party hardware, software, peripherals or customer-consigned parts and arrange delivery of all parts in a single shipment. (Check with regional node for specific capabilities).

# **Service Procedures**

The delivery of Order Consolidation service requires setup of a CS Project. If a Customer requires multiple logistics services, all applicable services may be combined into one CS Project. If a Customer has an active CS Project, Order Consolidation service may be added to this CS Project. Customer's Project manager will determine and decide the use of current or setup of a new CS Project. The process for each CS Project which includes Order Consolidation service is as follows:

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's requirements.
- Customer validates accuracy and verifies requirements to Dell.
- Dell project manager or Dell Sales completes order for services
- Customer sets up delivery of Third Party Materials to address provided by Dell Sales Contact or project manager and provides other details, such as complete list of order #s, Supplier name, Carrier name and estimated date(s) of delivery for the orders to be consolidated to the project manager
- Dell completes a logistics test to confirm the service is setup correctly for fulfillment in the delivery region(s)
- project manager will inform completion of CS Project to Dell Account Team and the Customer
- Dell Logistics Services Operations receives services order and executes according to established process

#### **Customer Responsibilities**

- Validate accuracy and verifies requirements by approving and returning Technical Specification Form to Dell
- Set up delivery of Third Party Materials to address provided by Dell Sales Contact or project manager and provides other details, such as complete list of order numbers, Supplier name, Carrier name and estimated date(s) of delivery for the orders to be consolidated to the project manager
- Provide any and all reasonable assistance Dell requests to obtain additional information in order to fulfill this service.
- Participate with Dell throughout the project lifecycle for the successful delivery of service.
- Comply with temp storage limitations and requirements needed to support the Service.

#### **Service Requirements**

• Service will allow customers to request for specific hardware (and Dell orders) to be consolidated prior to shipment by Dell and arrival at the customer's location.



- The offer is agnostic to what branded hardware is requested to be consolidated (Dell, IBM, Cisco, Lenovo, HP, S&P vendors, etc.)
- Service will be simplified based on the quantity or weight of items requested to be consolidated.
- For each event of the Service all Dell orders will be consolidated into one invoice to customer
- Order consolidation does not happen instantaneously. Due to this, order consolidation may require the storage of hardware for a limited period of time. The standard offer timeframe for storage of hardware and orders until final consolidation and shipment is 30 days. This will allow for backlogs and other time delays. As the offer is in the market for a period of time, it will be evaluated to determine if this holding time can be reduced (as it a key cost element of delivering the service). If a customer requires more storagetime outside this standard 30 day timeframe, they will be asked to purchase the weekly or monthly inventory offers.
- Not all Third Party Materials may be eligible for Order Consolidation service.

- Customization or configuration of any third party items to be consolidated.
- Reconfiguration of packages on a pallet within one order or across consolidated orders
- Testing Third Party Product for compatibility with the Customer's configuration.
- Any activities other than those specifically noted in this Service Attachment.

# Attachment 10 Custom Delivery

# **Service Overview**

Logistics Service, Custom Delivery ("Custom Delivery", "Services") provides a method for Customer to arrange for transport of products and solutions to meet specific Customer requirements for a specific time or day not typically addressed by standard delivery services. This service may include:

- Time Specific The delivery of order at a specific date and time
- After-hours Specific The delivery of order after normal working hours
- Date Specific The delivery of order on a specific date
- Weekday Specific The delivery of an order on a specific day of the week
- Weekend or Holiday delivery The delivery of an order during the weekend or on a holiday
- Inside Single Destination The delivery of packages into a single location at a single destination.
- Inner Office Distribution (multiple destination at one address) The delivery of packages into multiple locations at a single destination.
- Depalletization The removal of packages from the pallet to another location near the original pallet.
- Unpacking The removal of items from its delivery shipping box and staged near the original pallet.
- Packaging Removal (detrash) The removal of shipping and packaging material (boxes, packing material, pallets, overpack) from customer location.
- Lift gate The request to have the delivery vehicle have a closure that can be raised during loading or unloading of packages. This is typically for locations that do not have dock high doors.
- Specific Truck Size. The customer can request specific truck sizes. Truck sizes can include the following no full semi, require box truck, no longer than 28 feet, etc. The reason for this request is usually based on the delivery locations capabilities.

#### **Service Procedures**

The delivery of Custom Delivery service may require the setup of a CS Project. If a Customer requires multiple Services, all applicable Services may be combined into one CS Project. If a Customer has an active CS Project, Custom Delivery service may be added to this CS Project. Customer's Project manager will determine and decide the use of current or setup of a new CS Project. The process for each CS Project which includes Custom Delivery service is as follows:

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's request.
- Customer validates accuracy and verifies requirements to Dell.
- Dell project manager or Dell Sales completes order for services
- Dell Logistics Services Operations receives services order and executes according to established process

### **Customer Responsibilities**

• Provide Dell with access to appropriate Customer personnel and facilities to support the coordination, provision and delivery of the Service.

#### **Service Requirements**

- Service will require the carrier to contact the customer prior to arriving at their location. Within the industry this is often called an ADN (Advance Delivery Notice). The carrier will provide and the customer confirm the following information
  - o Date of delivery
  - o Contents of delivery
  - Delivery requirements (if any)
  - $\circ \quad \text{Name and company of driver} \\$
  - Customer PO and Dell order number (if needed)
- May require the completion of a "site survey" of by customer and carrier of customer delivery location.

- Customization or configuration of any third party items to be consolidated.
- Testing Third Party Product for compatibility with the Customer's configuration.
- Any activities other than those specifically noted in this Service Attachment.





**Customer Carrier** 

#### **Service Overview**

Customer Carrier service ("Customer Carrier Account", "CCA", "Services") provides a method for Dell Customers to utilize their preferred freight carriers in the transportation of products to their specified site(s). Dell will generate the necessary paperwork and hand off the shipment to Customer's preferred carrier.

Customer Carrier service may be ordered in conjunction with other Logistics services, for example Overpack, Multipack, Custom Packaging, and Packaging Label. Contact project manager for the complete list of compatible/accompanying services

Certain Logistics Services cannot be purchased in conjunction with Customer Carrier service, for example: Time Specific Delivery, Inside Delivery, Advance Notification, Special Truck Size, and Lift Gate. Contact project manager for the complete list of services not available in conjunction with CCA.

#### **Service Procedures**

The delivery of Customer Carrier service requires setup of a CS Project. If a Customer requires multiple logistics services, all applicable services may be combined into one CS Project. If a Customer has an active CS Project, Customer Carrier service may be added to this CS Project. Customer's project manager will determine and decide the use of current or setup of a new CS Project. The process for each CS Project which includes Customer Carrier service is as follows:

- Project manager or Dell Sales contacts Customer to document and capture Customer's requirements and the relevant details for the Customer's preferred carrier in the Technical Specification Form.
- Customer validates accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.
- Customer sets up delivery of Third Party Materials (if included in the shipment) to address provided by Dell Sales Contact or project manager and provides other details, such as complete list of order #s, Supplier name, Carrier name and estimated date(s) of delivery for the orders to be consolidated to the project manager
- Dell completes a logistics test to confirm the service is setup correctly for fulfillment in the delivery region(s).
- Project manager will inform completion of project to Dell Account Team and the Customer.
- Project is ready for volume orders.

#### **Customer Responsibilities**

• Validate accuracy and verifies requirements by approving and returning Technical Specification Form to Dell.



- Set up delivery of Third Party Materials to address provided by Dell Sales Contact or project manager and provides other details, such as complete list of order #s, Supplier name, Carrier name and estimated date(s) of delivery for the orders to be consolidated to the project manager
- Provide any and all reasonable assistance Dell requests to obtain additional information in order to fulfill this service.
- Participate with Dell throughout the project lifecycle for the successful delivery of service.

### **Service Requirements**

- Dell relinquishes responsibility of the product/shipment once it is handed over to the Customer Carrier aka Customer's preferred carrier.
- Customer takes responsibility for any damage to or other type of loss of the shipment (whole or part) once the Customer's carrier signs for and takes possession of the shipment.
- Customer will not seek or claim any remediation or reparations for any loss or damage to the shipment once if the loss and damage occurs after the shipment has been handed off to the customer's carrier. Customer will instead seek/claim any such remediation or reparations from their preferred carrier responsible for the shipment.

- Reparation for any loss or damage of any part of whole of shipment after its Customer's Carrier signs for the shipment
- Export or import paperwork necessary to carry product/shipment across international boundaries.
- Service may not be available in all countries/regions.
- Any activities other than those specifically noted in this Service Attachment.



# Attachment 12 International Shipping

# Service Overview

International Shipping Logistics Service, ("International Shipping", "Services") provides a method for Customers to arrange for the transport of products and solutions to customers' direct or indirect countries' international destinations. This Service includes the provision of appropriate and required export documentation and commercial invoice. It may include export clearance and the arrangement of transportation to the customer's designated destination location (port or final address) dependent on the INCO term utilized and the terms of sale agreed upon. Prepare international shipment with all the required documents

Dell will typically not act as the imported of record into destination countries but can offer delivery to the "named place" not cleared for import. It will be the customer's responsibility to act as the importer of record.

# **Service Procedures**

The process for each International Shipping Service is as follows:

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's request.
- Customer validates accuracy and verifies requirements to Dell.
- Dell project manager or Dell Sales completes order for services
- Dell Logistics Services Operations receives services order and executes according to established process.

#### **Customer Responsibilities**

- Provide Dell with required information necessary to complete commercial invoice and export documentation to support the coordination, provision and delivery of the Service.
- Responsible and accountable to ensure that any Customer provided content complies with applicable trade regulations.
- Based on INCO and terms of Sale, support import clearance for the goods at the destination country.
- Pay appropriate export, import, duties, taxes and/or fees as required based on terms of sale and INCO.
- Arranges for transport according to INCO terms indicated on commercial invoice.

#### **Service Requirements**

- Ensure material being exported complies with current trade law and is approved for importation into destination country.
- Prepare order for international shipment with all required and appropriate packaging/palletization, documentation and shipment labeling.
- Order to be tendered for Service under one of the following options:
  - EXW Ex Works Dell to make the goods available at their premises. The customer pays all transportation costs and also bears the risks for bringing the goods to their final destination. Dell doesn't load the goods on collecting vehicles and doesn't clear them for export. If the seller does load the goods, he does so at customer's risk and cost. If parties wish seller to be responsible for



the loading of the goods on departure and to bear the risk and all costs of such loading, this must be made clear by adding explicit wording to this effect in the contract of sale.

- FCA Free Carrier (named place of delivery) Dell delivers goods, cleared for export, to the customer-designated carrier at a named location. Dell will load goods onto the customer's carrier.
- FOB Free on Board (named port of shipment). Dell will load the goods on board the vessel nominated by the customer, cleared for export. Cost and risk are divided when the goods are actually on board of the vessel. The customer must instruct Dell on the details of the vessel and the port where the goods are to be loaded, and there is no reference to, or provision for, the use of a carrier or forwarder. Dell pays for transportation of goods to the port of shipment and loading cost. The customer pays cost of freight transportation, insurance, uploading and transportation cost from the arrival port to destination.
- CFR Cost and Freight (named port of destination). Dell must pay the costs and freight to bring the goods to the port of destination. However, risk is transferred to the customer once the goods are loaded on the vessel. Insurance for the goods is NOT included. This term is formerly known as CNF (C&F). Maritime transport only.
- DAP Delivered at Place (named place of destination). Dell pays for carriage to the named place, except for costs related to import clearance, and assumes all risks prior to the point that the goods are ready for unloading by the customer.
- Service may require the carrier to contact the customer prior to arriving at their named location to facilitate delivery. Within the industry this is often called an ADN (Advance Delivery Notice). The carrier will provide and the customer confirm the following information
  - Date of delivery
  - Contents of delivery
  - Delivery requirements (if any)
  - Name and company of driver
  - Customer PO and Dell order number (if needed)

- Dell typically will not act as the importer of record.
- The service is not available in all countries or from all Dell locations, please consult you sales representative or project manager for availability.

# Attachment 13 Reporting & Notification

# **Service Overview**

Using Logistics Service, Reporting & Notification Services ("Reporting", "Services") allows for Dell to provide pre-designed or customized shipping paperwork, packing lists or labels and reporting such as advance notification of deliveries and reports. Services available may include:

- Standard Logistics Reporting Inventory reports, asset reports, shipping reports and notifications.
- Custom Shipping Documents Bill of lading, packing slips coded with customer specific format and/or data fields.
- Custom Pallet Labels The printing and application of customer specific pallet labels. These labels typically provide data and/or instructions for handling, storage or content.
- Custom Reports Modification of available standard or preconfigured logistics reports). Custom report levels include:
  - Simple modification of standard reports from available custom options; i.e., repointing to existing data fields, static changes of field data.
  - Moderately complex modification of standard reports from available options; i.e., any of the lower tier options plus the addition of graphics insertion, minor dynamic changes, such as, field calculations.
  - High Complexity modifications of standard reporting from available options; any of lower tier options plus; data modeling, structural change of standard configuration.
- Advance Notification of Delivery Reporting and communications that detail customer shipping activity.

# **Service Procedures**

The delivery of Reporting & Notification Services may require the setup of a CS Project. If a Customer requires multiple Services, all applicable Services may be combined into one CS Project. Project manager will determine and decide the use of current or setup of a new CS Project. The process for each CS Project which includes Reporting and Notification services is as follows:

- Dell project manager or Dell Sales contacts Customer to document and capture Customer's request.
- Customer validates accuracy and verifies requirements to Dell.
- Dell project manager or Dell Sales completes order for Services
- Dell Logistics Services Operations receives services order and executes according to established process

#### **Customer Responsibilities**

- Provide Dell with customer specific content necessary to support the design and delivery of the Service.
- Approve any custom design prior to submission to production.
- Provide Dell instruction on delivery frequency and address.



# **Service Requirements**

• Delivery method for reporting will be via electronic means

- Customizable reporting outside the scope of these definitions that may be available at one-off pricing.
- Any activities other than those specifically noted in this Service Attachment.

# Attachment 14 Short Term Storage Service (EMEA and APJC customers only)

# **Service Overview**

Dell's Short Term Storage service ("Service" or "Services") assists Dell's Partners and Customers in managing fluctuating volume of orders from its buyers and helps reduce fulfilment lead time by keeping a supply of prebuilt systems prepositioned in a central stocking location. The Service is available on certain system models and configurations, software and peripherals, third party components and customer consigned product ("Eligible Products"). Service locations are at Dell's sole discretion and approval which are subject to change. Contact your Dell Sales Representative for more information about systems and configurations that are Eligible Products.

Customers will place an order for their desired Eligible Products, which will be routed after manufacturing to Dell's storage facility to be warehoused. The customer may request units to be shipped from storage at their preferred schedule, up to 90 days of Storage.

The Eligible Products will be warehoused at Dell's (or Dell's contractor's) facility ("Merge Centre") until Customer submits a notice of shipment, requesting shipment of the Eligible Products. This service is intended to provide the Customer the maximum level of shipping flexibility. At any time during the storage period the Customer may communicate shipping instructions indicating the specific Eligible Product to be shipped. The Customer is required to give Dell a minimum of 2 (two) working day's notice of their ship date to ensure Dell can meet their schedule. After Dell receives and accepts Customer's shipment notification, the Eligible Products ordered by Customer will be shipped from Merge Centre. Other services (Deployment, Configuration, Support, etc.) may be ordered by the Customer as part of the applicable service agreement. Other services ordered by the customer as part of the service agreement will be applied as requested by the customer or as appropriate for the service ordered, either prior to inventory staging or after notice of shipment submitted by Customer. All service artefacts associated to the stored units must be locked & submitted prior to order dropping to manufacturing.

No other Service Agreements, Statements of Work or Terms and Conditions for Products or Services can change the maximum storage period of 90 days.

#### **Service Procedures**

- Eligible Products can be warehoused for a maximum period of 90 days
- At any time during the storage period the Customer may submit a notice of shipment for Eligible Products. Customer will communicate the specific Eligible Product order number(s) to by shipped to the specified delivery address(es).
- In the absence of any shipping date provided by the customer, Dell will begin the shipping process to the delivery address on the 85th day of storage
- Dell cannot split up an order number into individual units. Orders should be placed in sizes that the customer is able to receive.
- Upon receipt of notice of shipment, Dell will apply any remaining ordered service, as required, within the then applicable service level agreement.
- Dell will monitor the age profile of inventory and make all reasonable efforts to advise the customer of stock held that is nearing its end of storage period
- Any and all Eligible Products remaining in the warehouse past the maximum period will be shipped to Customer. Associated Third Party Products in the Merge Centre will be shipped with such Eligible Products.
- Dell's return policy shall not apply; all Eligible Products may not be returned.

Dell will support all currently available and approved payment types for this Service or for Eligible Products ordered from Dell. Contact your sales representative for more information regarding payment types.



- This is not an invoice deferral service. All customers must comply with the agreed credit period as outlined in the terms of the invoice, even before products are received.
- Invoicing for Dell supported product (excluding purchased third party or consigned material), warehousing services and other applied services that may be included occur upon shipment from Dell's manufacturing facilities.
- Upon its shipment from Dell's supplier to the Merge Centre, Third Party Products purchased by Customer from Dell will be invoiced to Customer. Customer understands and agrees any warranty for such Third Party Product is provided by the original manufacturer of the Third Party Product and such warranty shall begin upon Dell's supplier's shipment of Third Party Product to the Merge Centre.
- Then-current warranty terms and conditions for Supported Products, including any Eligible Products and excluding any Third Party Products, apply as described in the applicable service contract for the Supported Products that are ordered upon shipment, with corresponding entitlement to this Service in accordance with such system's applicable Term of Service.

#### **Customer Responsibilities**

- Customer will provide Dell a Purchase Order covering the Eligible Product and services included in the service agreement
- Customer will meet regularly with the Dell account team to discuss product forecast, existing inventory, adding or removing configurations of Eligible Products, and other Service-related matters or issues.
- Customer will provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Service.
- Customer commits to providing a schedule of shipping dates for their orders before or during the 85thday of the storage period
- Compliance Review. Dell and Customer will review periodically Customer's compliance with this Service Description. If Customer has failed to comply with any provision of the Service Description then Dell reserves the right to terminate or modify the Service.

- Material teardown the deconstruction of configured systems and/or the removal from protected inventory for the purposes of resale.
- Dell Project Management
- This service does not provide for delay in submitting content for service application
- Any activities other than those specifically set forth in this Service Attachment.

