

## UK Consumer Terms and Conditions of Sale

**Please read these terms and conditions (the “Terms”) carefully** as they set out the terms under which Dell makes the products, services, software or support (“**Products**”) available to you and may affect your rights and liabilities.

These Terms apply to all consumer purchases of Products from Dell Products (incorporated in Ireland – registered no. 191034 with registered office at 70 Sir John Rogerson’s Quay, Dublin 2, Ireland, c/o Dell House, The Boulevard, Cain Road, Bracknell, Berkshire RG12 2LF) in or from the United Kingdom as set out in these Terms.

These Terms are not applicable to Product purchases which are not from Dell directly but through a reseller (in such case the terms agreed with the reseller will apply), nor if you are purchasing for use in your trade, business, craft or profession (in such case [Dell’s Commercial Terms of Sale to Business Customers](#)). Your purchase is for your own use, not for resale.

**By submitting an order, you are agreeing to buy from Dell on the basis of these Terms.**

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#### **A. Order, Acceptance**

1. Your order (placed online or by phone) is an offer to buy. Dell may send an order acknowledgement and/or confirmation email to acknowledge receipt of your order (“**Order Confirmation**”), but Dell does not accept your order, and therefore a contract for the sale of Products directly by Dell to you (a “**Contract**”) is not formed, until Dell ships the Products.
2. Dell may make minor changes to the specification of the Product you order. Any such minor change will be to at least an equivalent or better specification and will not adversely affect the material functionality or performance of the Product or performance of the service.

#### **B. Cancellation and Refunds**

3. Dell strives to communicate accurate pricing and product information, but, in the unlikely event that an incorrect price or product description is quoted, or a Product ordered is no longer available, Dell reserves the right at any time to decline your order or to limit order quantities for a valid reason, including errors or suspected fraud. If any authorization or payment has been processed by Dell, it will be promptly reversed.
4. Consumer customers have a right to cancel their Contract and return the product in line with applicable distance selling legislation. A reasonable charge will be payable to cover the costs of collection. For more information, collection costs levied and to request a return, click [here](#).

5. You have a right to cancel your Contract within 14 calendar days, as follows:-

**Products** - right to cancel and return the Product (“**Cooling Off Rights**”). That right is for 14 calendar days beginning on the later of the day after:- 1) the day you receive your Order Confirmation OR 2) the date of delivery;

**Services or Support** –Cooling Off Rights as above, beginning on the day after the day you receive your Order Confirmation. If you cancel your services order within the 14 days, but you requested Dell to begin providing the services during this period, we will refund you pro-rata based on the services performed up until the date of receipt by Dell of your cancellation notice. For extended warranty support services, if you cancel within 45 days of the day you receive your Order Confirmation and haven’t used the services, you can cancel for a full refund, otherwise we will refund pro rata based on the full calendar months of remaining service. For Subscription Services, your right to cancel is within 14 days from the initial purchase of your subscription. By confirming your order and subsequently accessing the Subscription Service, you agree for Dell to begin providing the Services to you before the end of this 14 days cancellation period.; and

**Software** –Cooling Off Rights as above, beginning on the day after the day you receive your Order Confirmation, save that you lose the right to cancel if the software is delivered to you sealed and it is unsealed (electronically or otherwise). If you purchase software made available to you via digital download, you lose the right to cancel if you download (including via automatic download) the software during the 14 days. You may not cancel and return a pre-installed software or operating system (“**OS**”) element of a system only. If you wish to return the pre-installed software or OS, you must cancel and return the entire system.

To exercise your right to cancel, you must notify Dell in writing (you may use the form [here](#)) and Dell will arrange for collection of the Product(s) or otherwise provide instructions for return. You must return all cancelled Product(s) to Dell (you will be responsible for any damage but will only have to pay for a possible loss in value if this loss is due to handling the goods in a way that is not necessary for checking the nature, characteristics and functioning of the goods) and within 14 calendar days of your cancellation notice, unless Dell provides a later collection date. Direct return costs will be payable by you unless otherwise specified. Dell will refund you the price (including standard delivery charge if applicable), less direct return costs paid on your behalf, as soon as possible and within 14 calendar days of receiving your cancellation notice. However, Dell may withhold payment pending receipt of the returned Product.

#### **C. Prices, VAT and Availability**

6. All prices are inclusive of VAT at the prevailing rate but are not inclusive of delivery charges unless otherwise stated.
7. Your purchase may be limited to a maximum number of items in line with household rather than business customer needs.

#### **D. Delivery**

8. If the estimated delivery date cannot be met, Dell will notify you with a revised estimated delivery date. You are entitled to cancel your order if delivery is not made within 30 days from the original date of your order and you have not subsequently accepted delivery or agreed to an updated delivery date, and obtain a full refund.
9. Dell may ship parts of an order separately. Ownership of Products passes to you when the Product ships and risk of damage or loss to the Products will pass to you on delivery. It is important that you examine Products carefully upon delivery. If you discover that anything listed in your Order Confirmation is missing, incorrect or damaged, you must promptly notify Dell. This will give Dell the

opportunity to suggest an appropriate solution, which may include a refund, replacement, or repair services.

#### **E. Payment**

10. Payment will generally become effective at the time of shipment but Dell may require payment verification and authorization prior to delivery of the Products and performance of the services and may suspend delivery and/or performance until full payment is received. Dell may process payment for and ship parts of an order separately.

#### **F. Warranty and Support Services**

11. Dell offers contractual warranties in respect of the Products only as set out in these Terms and these consumer [services contract terms](#). These contractual warranties do not affect your statutory rights as a consumer. Dell disclaims all other warranties and conditions, express or implied, statutory or otherwise.
12. Dell does not warrant non-Dell branded Products, which are provided "as is". Dell will pass to you, to the extent that Dell is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of any non-Dell branded Products ("**Third Party Products**"). Without prejudice to your rights against Dell, Dell may therefore ask Third Party Product manufacturers (including software licensors) to fulfill their obligations to you under such warranties and guarantees and seek to ensure that such manufacturers and/or licensors do so with reasonable skill and care and within a reasonable period.
13. It is your responsibility to back up all existing data, software and programs before received services or support (including telephone support) from Dell. You must provide Dell with all reasonable information, cooperation and courtesy to enable Dell to provide the relevant Dell services.
14. Repairs under warranty and other repair services, will be carried out within a reasonable period unless otherwise specified in the services contract. Dell will at all times try to meet response times estimated in the applicable services description document (the "**Services Description**"), but actual timings may vary depending, among other factors, on the remoteness or accessibility of your location, weather conditions and availability of parts. Dell may provide services via internet or telephone as appropriate.
15. Dell will repair Dell Products using parts which are new, equivalent to new or reconditioned, in accordance with industry standards and practice, and which will work for at least the remainder of the applicable statutory and/or contractual Product warranty period. You will own all replacement Products and/or parts. Dell shall own any Product and/or parts that are replaced, and, if requested by Dell to do so, you must return them to Dell.

#### **G. Subscription Services**

16. Dell may provide a selection of services, software and/or third party software for purchase by you on a subscription basis ("**Subscription Services**"). Subscription Services are available in monthly or annual subscriptions. Some Subscription Services are also available on a consumption basis. Your subscription will be renewed automatically for the same period as the initial subscription and will be charged to the payment method provided by You at the time of the initial order. For complete details regarding your subscription, please refer to your Order Confirmation or the Subscription Services relevant Service Description, available [here](#).
17. By subscribing to the Subscription Services, you agree for Dell to charge your payment method on record until, either of the following: a) you cancel your subscription, b) your subscription can no longer be renewed, c) your subscription end date. If your payment method on record becomes invalid during the subscription period, you will need to provide a new valid payment method, in order to ensure

continued access to the Subscription Service. If you fail to provide a valid payment method at that time, Dell reserves the right to cancel your Subscription Service and will not be held liable for any consequences derived from the interruption of the services caused by your failure to provide a valid payment method.

18. You may cancel your subscription via the [Online Portal](#) or by contacting Customer Care at any time and must provide Dell with a notice of at least five (5) days before the Subscription Service renewal date for monthly subscriptions and thirty (30) days for annual subscriptions, unless a shorter cancellation notice period is permitted by your Service terms. For consumption-based Subscription Services, you may cancel your subscription at any time.
19. By terminating your Subscription Service before the renewal date, you may incur early termination fees, as indicated in your Service terms and/or order documents.

#### **H. Software**

20. Both Dell and Third Party Products which are or contain software are subject to software license agreements. A copy of these agreements is provided either with the software media or at Product start up, or when software is downloaded or activated. For more information, Dell software license agreements can be found at [Dell end user license agreement \(EULA\)](#).
21. Software provided or made available to you by Dell in connection with the provision of services may be used only during the term of the services and solely as necessary for you to enjoy the benefit of the services. You must comply with the license conditions for any Dell software and/or Third Party Product supplied to you, and you must not, unless otherwise required by applicable law: (i) copy or make a backup copy, adapt, licence or sublicense, sell, assign, or otherwise transfer or encumber the software; or (ii) otherwise violate (a) the license restrictions or (b) any criteria stipulated in any Services Description and/or software licence agreement.

#### **I. Privacy**

22. Personal data obtained by Dell from you shall be safeguarded, held and processed in accordance with all applicable laws and consistently with [Dell's Privacy Statement](#), which you should review in order to understand our privacy and data protection practices. For further details, please contact: Chief Privacy Office at [privacy@dell.com](mailto:privacy@dell.com).

#### **J. General**

23. These Terms shall be governed by and construed in accordance with the laws of England and Wales and, subject to optional alternative dispute resolution, any disputes will be decided only by the English courts.
24. If any of these Terms is held by any court of competent authority to be unlawful, invalid or unenforceable, in whole or in part, this will not affect the validity of the remaining Terms which will continue to be valid and enforceable to the fullest extent permitted by law.
25. In no event will Dell be liable for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Dell has been advised of the possibility of such damages. You agree that both Dell's and your liability in any dispute will be capped at the greater of (i) £5,000 or (ii) twice the value of the Products and Services sold or supplied to you under the Contract. This provision will not apply to claims for damages for death or personal injury caused by Dell's intentional, reckless or negligent conduct.

26. The Products are supplied only for use in a domestic, non-commercial, non-research environment in a manner which is consistent with the specification, functionality and service standards described in the Product description. Dell shall not be liable for losses relating to any business of yours, such as lost revenue, income or profits, lost data or business interruption.
27. Dell shall not be liable for:-
  - a) any loss or recovery of data or programs; or
  - b) any delay or failure to perform any of its obligations caused by events beyond its reasonable control.
28. In compliance with your Contract, you must:-
  - a) take reasonable care of the Products and use them in accordance with user instructions/product information supplied by Dell;
  - b) take all reasonable steps to prevent data loss, including performing regular data back-ups; and
  - c) minimise any damages suffered as a result of any failure under the Contract.
29. Your purchase is subject to and you are responsible for compliance with the export control and economic sanctions laws of the United Kingdom, the United States and other applicable jurisdictions (“**Export Laws**”). Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws. Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws. No Offerings or other materials provided by Dell, nor any associated intellectual property rights or trade secrets, can be used, licensed, sold, supplied, transferred or re-exported to or for use in Russia or Belarus, whether directly or indirectly. Any such activities are expressly prohibited, and such prohibition must be passed on to any sublicensee, where applicable. Dell reserves all rights and remedies to enforce these restrictions, including injunctive relief, damages, and cancellation/termination.

#### **K. Questions and disputes**

30. If you have any concerns, or if you have a query regarding these terms your order or compliant, please [contact us](#).
31. An [alternative dispute resolution](#) process is available.
32. Product descriptions (hardware, software and Services Descriptions) are at [www.dell.co.uk](http://www.dell.co.uk).
33. Your use of Dell's website is governed by relevant [Site Terms of Use](#).

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