

Ireland Consumer Terms and Conditions of Sale

This document sets out the terms and conditions (“Terms”) which govern your order and purchase as a consumer of products, services, software or other Dell offerings (“**Products**”) from Dell Products incorporated in Ireland – registered no. 191034 with registered office at 70 Sir John Rogerson’s Quay, Dublin 2, Ireland (“**Dell**”).

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 will apply](#)). Your purchase is for your own use, not for resale.

By submitting an order, you agree to these Terms.

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A. Order, Acceptance

1. Your order is an offer to buy. Dell will send an order acknowledgement confirming the receipt of your order but does not accept your order at this stage except in relation to immediate payment transfers, in which case Dell is deemed to accept your order upon payment subject to the provisions of clause B.3 below. Dell may issue an invoice when the Product is ready to ship indicating Dell's acceptance of your order (“Order Confirmation”). A contract for the sale of Products to you from Dell is formed when Dell ships the Product to you as indicated in the Invoice and Order Confirmation, or in case of immediate payment, upon payment of your order (a “Contract”).
2. Dell may reasonably 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 availability information; but, in the unlikely event that a genuine pricing error or product description is quoted, or a Product ordered is no longer available, or in cases of suspected fraud, Dell reserves the right to decline your order or to limit order quantities. 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 may 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 from 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 (as defined in Section G below), 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. If you purchase software made available to you via physical means (e.g. USB drive, CD...) your right to cancel begins the day after the delivery of this physical mean, and you lose the right to cancel if the package containing this physical mean is unsealed. 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 contact Dell to cancel the order and must then return the entire system.

To exercise your right to cancel, you must notify Dell in writing (you may use the form [here or use the Order Support tab online](#)) 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. Where Dell arranges the collection of the products, Dell will bear direct costs of return unless otherwise notified to you. Where Dell does not arrange the collection, direct costs of return will be payable by you. Dell will refund you the price (including standard delivery charge if applicable), 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. Unless otherwise communicated, your purchase is 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 and obtain a full refund 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.
9. Dell may ship parts of an order separately. Ownership of Products (excluding software which is licensed only) 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 should promptly notify Dell. This will give Dell the opportunity to suggest an appropriate solution.

E. Payment

10. You are obliged to pay for the Products you purchase from Dell. 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. Support Services and Consumer Statutory Warranty Rights

11. Dell offers contractual support services in respect of the Products only as set out in these Terms and these consumer [services contract terms](#). These contractual support services do not affect your statutory rights as a consumer. Dell disclaims all other warranties and conditions, express or implied, statutory, or otherwise to the extent permissible under applicable law. Damage and/or defects caused by repair or repair/upgrade attempts not performed or instructed by Dell or a Dell service provider may affect your consumer statutory warranty rights and validity of your support services.
12. Dell does not provide support services for 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 commercial warranty or guarantee given by the manufacturer or supplier of any non-Dell branded Products (“**Third Party Products**”). Without prejudice to your consumer statutory 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.
13. It is your responsibility to back up all existing data, software and programs before receiving services or support (including telephone support) from Dell. You must provide Dell with all reasonable information and cooperation to enable Dell to provide the relevant Dell services.
14. Repairs under consumer statutory warranty and other repair services will be carried out within a reasonable period unless otherwise specified in the services contract. The response times in the applicable services description document (the “**Services Description**”) are estimates and 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 branded Products using parts which are new or refurbished equivalent to new, 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 whichever is longer. Dell shall own any Product and/or parts that are replaced, and, if requested by Dell to do so, you must return such replaced parts 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**”). Contract period for your Subscription Services depends on the actual service as shown at point of sale and on your invoice. Some Subscription Services are also available on a consumption basis. Your subscription may 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, or c) your subscription end date. If your payment method on record becomes invalid during the subscription period, you must provide a new valid payment method for future payment, 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 not to renew your Subscription Service.
18. You may cancel your subscription via the [Online Portal](#) or by contacting Customer Care. Unless otherwise stated in your service description, you 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.

H. Software

19. Both Dell branded Product 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. Dell software license agreements can be found at [Dell end user license agreement \(EULA\)](#).
20. 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.
21. **PLEASE TAKE NOTICE:** Dell hereby informs you that Dell will supply you with software updates for digital elements of Dell Product you have purchased that are necessary to keep the Dell Product in conformity with the statutory warranty for at least the statutory warranty period during which Dell may be responsible for lack of conformity. These software updates are limited to updates necessary to ensure that the Dell Product functions in conformity with the way it does at time of delivery. Dell is not obliged to provide upgraded versions of digital content or digital services or to extend or improve the functionality of the product beyond the statutory conformity requirements at time of delivery. The software updates are supplied through pre-installed software including but not limited to Support Assist™. If you disable the pre-installed software supplying updates to the product or do not install an update, Dell will not be liable for any lack of conformity resulting from the lack of any relevant update. The Third Party Products manufacturer will supply the software updates to Third Party Products with digital elements.

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: Dell's Privacy Office at privacy@ dell.com.
23. System Data. Dell may – depending on your consent - collect data on the configuration, operation, performance and use of Products and Services ("System Data"). System Data does not encompass any production data stored or processed by you on or with a Product or Service. System Data may be used by Dell to support or carry out its provision of Products or Services to you, provide updates or for any other agreed reason. Additional information about processing personal data can be found in Dell's Privacy Statement. For further information on the data collection by telemetry tools used by Dell, please refer to the information provided when activating the tool.

J. General

24. These Terms shall be governed by and construed in accordance with the laws of the Republic of Ireland and, subject to optional alternative dispute resolution, any disputes will be decided by the Irish courts.
25. 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.

26. Abusive or threatening language or behaviour directed at Dell staff will not be tolerated.
27. 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 act or omission.
28. The Products are supplied only for domestic consumer use which is non-commercial in a manner 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.
29. Unless prescribed otherwise by applicable law, 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.
30. 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.
31. Your purchase is subject to and you are responsible for compliance with the export control and economic sanctions laws of the Republic of Ireland, the European Union, and other applicable jurisdictions, e.g. the United States, ("**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

32. If you have any concerns, or if you have a query regarding these terms your order or compliant, please [contact us](#).
33. An [alternative dispute resolution](#) process is available.
34. Product descriptions (hardware, software and Services Descriptions) are at www.dell.ie.

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Commercial Statement

As a consumer you are entitled by law to certain remedies from Dell free of charge as applicable under The Consumer Rights Act 2022 if there is a lack of conformity of a product purchased by you from Dell. Such implied remedies will not be limited by any express terms contained in the Ireland Consumer Terms and Conditions of Sale relating to contractual warranties or additional support services you may decide to purchase.

You may purchase additional support services, the descriptions of which are available online subject to the Ireland Terms and Conditions of Sale. Your invoice will state the name and address

of the Dell sales entity, the products and services you have purchased, the price, and date of invoice.