

# Service Description

## Dell Basic Hardware Service for Client Products (for Business)

### Introduction

Dell is pleased to provide Dell Basic Hardware Service for Client Products<sup>1</sup> (the “Service(s)” or “Support Services”) in accordance with this Service Description (“Service Description”). Your quote, invoice or other mutually agreed upon form of invoice or order acknowledgment from Dell (as applicable, the “Invoice”) will include the name of the service(s) and available service options that you purchased. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the “Agreement”), contact your Dell sales representative. For a copy of your agreement with your applicable Dell reseller, contact that reseller.

### The Scope of This Service

This Service provides technical support options, service parts and related labor services to address Qualified Incidents (as defined below). The applicable service response level is identified on Customer's Invoice for the Supported Product(s) (as defined below). Available service response levels vary by Customer location and may include the following:

- Onsite dispatch of a technician and/or delivery of replacement parts to the installation site or other Customer business location approved by Dell as detailed in the Agreement (as necessary and according to the support option purchased) to address a Supported Product problem.
- Return for Repair Service which can be defined as Mail-In Service, Carry-in Service, or Collect and Return Service (varies by country).
- Advanced Exchange Service
- Parts Only Service

The features of this Service also include the following:

- Access to the technical support organization for troubleshooting assistance of Supported Products. Access is typically during local business hours but can vary by region or country. Check [www.dell.com/support](http://www.dell.com/support) for details in your region or country.
- Replacement parts, when deemed necessary to resolve or prevent an issue.
- Access to TechDirect and SupportAssist, which are enabled via connectivity software, and provide benefits such as self-serve case creation and self-serve parts dispatch.
- Dell's Limited Hardware Warranty, for US and Canada only, will apply to the Supported Products.

### SupportAssist for Business PCs on Basic Hardware Service Entitled Devices

SupportAssist for Business PCs is a software application that monitors Supported Products. It leverages machine learning and AI to monitor and measure the overall health of your Supported Products. SupportAssist allows authorized administrators to remotely manage and remediate their Dell fleet using the TechDirect portal.

SupportAssist also monitors Supported Products and collects information to assist in providing technical support. In the event an issue is detected, the information collected can be sent to Dell to provide you with an enhanced, personalized, and efficient support experience.

SupportAssist is available at no additional charge for Supported Products with a valid Basic Hardware service entitlement.

SupportAssist for Business PCs must be installed and configured to transmit system data back to Dell to receive benefits not limited to the following:

- Fleet level health, security and application information as well as recommendations.
- Access to Supported Products driver, BIOS and firmware updates.

SupportAssist software is not designed to collect any personal information, such as personal files, web browsing history, or cookies. However, if any personal data is inadvertently collected or viewed during the troubleshooting process, it will be treated in

<sup>1</sup> As used in this document, “Dell Products”, “Products”, “Equipment” and “Software” means the Dell Equipment and Software. “Third Party Products” is defined in your Agreement, or in the absence of such definition in your Agreement, in the Dell Commercial Terms of Sale, or your local Dell terms of sale, as applicable. “You” and “Customer” refers to the entity named as the purchaser of these Services named in the Agreement.

accordance with the Dell Privacy Policy. Please visit [www.Dell.com/Privacy](http://www.Dell.com/Privacy) to review Dell's full Privacy policy. Because of specific operating system requirements, SupportAssist may not be available on all Dell Supported Products. To learn more about SupportAssist including configuration, deployment and usage and to see the latest list of supported Dell products please visit the SupportAssist website at [www.dell.com/en-us/lp/dt/supportassist-business-pc](http://www.dell.com/en-us/lp/dt/supportassist-business-pc)

## How to Contact Dell for Service

### Step One: Contact Dell for Assistance

- For self-help assistance such as driver updates and other troubleshooting assistance, please consider using a growing number of self-help tools and resources found at [www.dell.com/support](http://www.dell.com/support).
- Contact details are available at [www.dell.com/support](http://www.dell.com/support).
- Contact Dell from a location which includes physical access to the Supported Product.
- Customers must provide the service tag or express service code located on the back or bottom of the system, monitor or docking station when contacting Dell or visiting [www.dell.com/support](http://www.dell.com/support). Dell will verify Customer's Supported Product, applicable Service and response levels and confirm any expiration of Services.

### Step Two: Assist with Remote Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- We will work with you through a series of troubleshooting steps to help diagnose the issue. You may be asked to access the inside of your Supported Product where safe to do so.
- If, following completion of diagnosis or troubleshooting, Dell determines that it is necessary to replace a part, return the Supported Product for service, or dispatch a service technician for onsite service, then we will provide additional instructions.

### Self-Dispatch Support Programs

For Customers enrolled in the TechDirect Program, Qualified Incidents may be handled by certified Customer technicians through the submission of a service request to the self-dispatch website or telephone queue for your region in accordance with the TechDirect terms and conditions.

## Onsite Service Options

Onsite response options vary depending on the type of service purchased. Because you purchased Dell Basic Hardware Service, your Invoice indicates the applicable onsite service response level shown on the table below. Provided that all applicable terms and conditions set forth in this Service Description have been fulfilled and following completion of remote troubleshooting, diagnosis, and problem determination by a technical support agent who will determine if the Qualified Incident requires an onsite service technician and/or parts to be dispatched or if the issue can be resolved remotely, Dell will dispatch a service technician to the Customer's business location for the Qualified Incident.

	Onsite Response Time <sup>2</sup>	Restrictions/Special Terms
<b>Basic Onsite Service</b>	Following troubleshooting and remote diagnosis, a technician will be dispatched to arrive onsite.	<ul style="list-style-type: none"> <li>• Available five (5) days each week, ten (10) hours each day - excluding holidays.</li> <li>• Calls received by Dell expert center after 5:00 PM local Customer time (Monday - Friday) and/or dispatches submitted by Dell after that time may require an additional business day for service technician to arrive at Customer's location.</li> <li>• Available only on select models of Supported Products.</li> </ul>
<b>Outside Continental United States ("OCONUS") Customers</b>	Following troubleshooting and remote diagnosis, parts can be dispatched. Onsite arrival times will depend on OCONUS Customer location and part-availability.	<ul style="list-style-type: none"> <li>• Limited to Dell-approved (US only) OCONUS Customers.</li> <li>• Federal Customers should consult OCONUS Service Locations in Customer's applicable separately signed services agreement with Dell</li> </ul>

<sup>2</sup> Not all response times are available in all countries and locations. Contact your sales representative for more information.

## Return for Repair, Advanced Exchange, and Parts Only Service Options

Return for Repair, Advanced Exchange, and Parts Only Service Options vary by country. Return for Repair options include Mail-In Service, Collect and Return Service, and Carry-in Service. Because you purchased Basic Hardware Service, your Invoice indicates the applicable Return for Repair, Advanced Exchange, or Parts Only service response level shown in the table below. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled and following completion of remote troubleshooting, diagnosis, and problem determination by a technical support agent who will determine if the Qualified Incident requires Return for Repair, Advanced Exchange, and/or Parts Only to be dispatched or if the issue can be resolved remotely, Dell will create the necessary service request to facilitate the repair of the device.

The Return for Repair, Advanced Exchange, and Parts Only Service Options listed in the table below are not available in all countries and locations.

Service Response Level	Additional Options (If applicable)	Service Option Descriptions
<b>Return for Repair Service Options</b>	Mail-in Service (MIS)	Mail-in Service is initiated by calling Dell technical support as outlined above. During diagnosis, the Dell technician will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 10 business days from the date Customer ships the Supported Product to Dell.
	Carry-In Service (CIS)	Carry-In Service is a “drop-off” service initiated by calling Dell technical support as outlined above. During the telephone-based troubleshooting process, the Dell technician will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Invoice. Once the Supported Product has been repaired, Dell will contact Customer to plan to retrieve it. Repair service level agreements may vary by country and city. Cycle time is 7-12 business days, typically ten (10) days.
	Collect and Return Service (CAR)	Collect and Return Service is initiated by calling Dell technical support as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. Cycle time is 7-12 business days, typically ten (10) days including shipping to and from the repair center. Starting from the date that Customer ships the Supported Product to Dell. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately.
	Partner Led Carry-In Service (CIS) <sup>3</sup>	Carry-In Service is a “drop-off” service initiated by either calling or bringing the Supported Product to a Dell- designated repair center or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Invoice. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to decide to retrieve it. Repair service level agreements may vary by country and city. Cycle time is 7-12 business days, typically ten (10) days.
	Partner Led Collect and Return Service (CAR) <sup>4</sup>	Collect and Return Service is initiated by calling your Dell Authorized Service Provider. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting, your Dell Authorized Service Provider will collect your Supported Product and take it to a Dell-designated repair center. Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Invoice. Once the Supported Product has been repaired, The Dell Authorized Service Provider will contact Customer to decide to return it. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately. Repair service level agreements may vary by country and city.
<b>Advanced Exchange Service</b>	N/A	For Customers with Advanced Exchange Service on displays (monitors), docking stations, and applicable systems, Dell may ship a replacement product to the Customer's business location to support a Qualified Incident. In some instances, at Dell's discretion, an onsite technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective displays (monitors), docking stations, and applicable systems to Dell by taking them to the designated return carrier location within 3 business days. If Dell determines

<sup>3</sup> Partner Led Carry-In Service (CIS) is performed by Dell Authorized Service Providers.

<sup>4</sup> Partner Led Collect and Return Service (CAR) is performed by Dell Authorized Service Providers.

		that Customer's displays (monitors), docking stations, and/or applicable systems cannot be returned at a carrier location and Customer must return them via a mail-in return method, then the packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site with the replacement product. Upon receipt of the replacement product, Customer will immediately package the displays (monitors), docking stations, and/or applicable systems and either mail or schedule carrier pickup on the same day, or the next available day. Should the Customer fail to return the defective item, a fee may be charged.
<b>Parts Only</b>	N/A	For Customers with Parts-Only Service, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell. Parts-Only Service includes limited telephone support to qualify and create a dispatch only – the telephone support does not include telephone-based troubleshooting or other types of remote assistance.

## Customer Replaceable Units

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Replaceable Units ("CRU"). If during the remote diagnosis, the technical support agent determines that a Qualified Incident can be resolved with a CRU designated part, Dell will ship the CRU designated part(s) directly to the Customer. The freight method used to ship the CRU part is based on the level of service purchased by the Customer. Service parts for Customers with Onsite Service or Advanced Exchange response times will be shipped via a one to two business day freight method, unless otherwise noted by the technical support agent. Service parts for customers with Return for Repair Service will be shipped via an appropriate 3-5 business day logistics service.

## Excluded Services

- Activities not expressly described or defined in this Service Description including but not limited to installation, deinstallation, relocation, training assistance, and remote administration activities.
- Operating system software how-to assistance
- Performance or administrative assistance.
- Supply items, media replacement, operating supplies, cosmetic accessories, or parts such as frames and covers or support thereon.
- Batteries in devices older than 12 months and not covered by Dell's Extended Battery Service or batteries purchased with a 3-year defect warranty in devices older than 36 months and not covered by Dell's Extended Battery Service.
- Direct third-party product support or collaborative assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support to the hardware or/and software pre-installed or post-installed by OEM, unless it is covered by a separate service contract purchased from Dell.
- No spyware and virus removal
- Data backup services.
- Advanced wireless, networking or remote installation, set-up, optimization, and configuration of applications beyond those expressly described in this Service Description.
- Scripting, programming, database design/implementation, web development, or recompiled kernels.
- Repair of damage or defects in supported Products which are cosmetic and do not materially affect device functionality.
- Repairs necessitated by software problems, or because of alteration, adjustment, or repair by anyone other than Dell, Dell's Authorized Reseller or Service Provider or by customers utilizing CRU parts unless authorized by Technical Support.
- Services that, in the opinion of Dell, are required due to improper treatment or use of the products or equipment.
- Services that, in the opinion of Dell, are required due to unauthorized attempts by third-party personnel to install, repair, maintain, or modify hardware, firmware, or software.
- Any recovery or transfer of data or applications.
- Support for equipment damaged by acts of nature (such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes)

## General Customer Responsibilities for all Supported Products Purchased under a Dell Framework Sales Agreement

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon, and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

**Non-solicitation.** Where allowed by law, Customer will not, without Dell's prior written consent, for a period of two years from the date listed on your Invoice, directly or indirectly solicit for employment any Dell employee with whom you have come in contact in connection with Dell's performance of the Service; provided, however, that general advertisements and other similarly broad forms of solicitation will not constitute direct or indirect solicitation hereunder and you are permitted to solicit for employment any employee that has been terminated or has resigned his or her employment with Dell prior to the commencement of employment discussions with you.

**Customer Cooperation.** Customer understands that without prompt and adequate cooperation, Dell will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide Dell with all cooperation necessary for Dell to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, Dell will not be responsible for any failure to perform the Service and Customer will not be entitled to a refund.

**Onsite Obligations.** Where Services require onsite performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities, environment, and the Supported Products, including ample working space, electricity, safety equipment (if applicable) and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items.

**Data Backup.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to and 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. Dell Technologies will not be responsible for the restoration or reinstallation of any programs or data. Unless prohibited by applicable local laws, Dell Technologies will have no data loss liability for:

1. Any of your confidential, proprietary or personal information.
2. Lost or corrupted data, programs or software.
3. Damaged or lost removable media.
4. The loss of use of a system or network.
5. For any acts or omissions, including negligence, by Dell or a third-party service provider.

**Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured or sold by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

## Services Terms & Conditions

This Service Description is entered between you, the customer ("you" or "Customer"), and the legal entity identified on your Invoice for the purchase of this Service (the "Dell Legal Entity"). This Service is provided subject to and governed by Customer's Agreement with the Dell Legal Entity that explicitly authorizes the sale of this Service.

Products or services obtained from any Dell reseller is governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the terms here or in the online terms below. The reseller may decide with Dell to perform warranty and/or maintenance services for the purchaser on behalf of Dell. Customers and resellers who perform warranty and/or maintenance services or professional services must be properly trained and certified. Performance of any services by untrained/uncertified Customers, resellers or third parties may result in additional fees if support from Dell is required in response to such third parties' performance of services. Please contact the reseller or the local Dell sales representative for additional information on Dell performance of warranty and maintenance services on Products obtained from a reseller.

In the absence of an agreement explicitly authorizing this Service, depending on Customer's location, this Service is provided subject to and governed by either Dell's Commercial Terms of Sale, or the reseller agreement referenced in the table below. 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.



## Terms & Conditions Applicable to Services Purchases

	Services Purchases Made Directly	Services Purchases Made Through an Authorized Reseller
<b>United States</b>	<a href="http://dell.com/cts">dell.com/cts</a>	Service Descriptions and other Dell Legal Entity service documents which you may receive from your seller shall not constitute an agreement between you and Dell Legal Entity 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. Therefore, hereof any reference to "Customer" in this Service Description and in any other Dell Legal Entity service document shall in this context be understood as a reference to you whereas any reference to the Dell Legal Entity shall only be understood as a reference to a Dell Legal Entity as a service provider providing the Service on behalf of your seller. You will not have a direct contractual relationship with the Dell Legal Entity 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.
<b>Canada</b>	<a href="http://Dell.ca/terms">Dell.ca/terms</a> (English) <a href="http://Dell.ca/conditions">Dell.ca/conditions</a> (French-Canadian)	
<b>Latin America &amp; Caribbean Countries</b>	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="#">Commercial Service Contracts   Dell</a> .*	
<b>Asia-Pacific-Japan</b>	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="#">Commercial Service Contracts   Dell</a> .*	
<b>Europe, Middle East, &amp; Africa</b>	Local <a href="http://Dell.com">Dell.com</a> country-specific website or <a href="#">Commercial Service Contracts   Dell</a> .* France: <a href="#">Contracts de service   Dell France</a> Germany: <a href="http://Dell.de/AGB">Dell.de/AGB</a> UK: <a href="http://Dell.co.uk/terms">Dell.co.uk/terms</a>	

\* Customers may access their local [dell.com](http://dell.com) website automatically by using a device within their locality or by choosing their country from the dell.com country selection tool.

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 [Commercial Service Contracts | Dell](#)

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 Invoice.

## Supplemental Terms & Conditions

**Payment for Hardware Purchased with Services.** Unless otherwise agreed to in writing, payment for hardware shall in no case be contingent upon performance or delivery of services purchased with such hardware.

**Commercially Reasonable Limits to Scope of Service.** Dell may refuse to provide Service if, in its opinion, providing the Service creates an unreasonable risk to Dell or Dell's Service providers or if any requested service is beyond the scope of Service. Dell is not liable for any failure or delay in performance due to any cause beyond its control, including Customer's failure to comply with its obligations under this Service Description. Dell reserves the right to refuse a Customer's request for replacement of defective components if such requests materially exceed the standard failure rates for the component and system involved (which failure rates are constantly monitored by Dell). If Dell has a right to refuse to provide this Service, including providing replacement components, as provided in this section, then Dell may also cancel the Order Form for the Service in compliance with the "Cancellation" section below.

**Privacy.** Dell will treat any personal information collected under this Service Description in accordance with the applicable jurisdiction's Dell Privacy Statement, all of which are available at [www.dell.com/localprivacy](http://www.dell.com/localprivacy) and each of which is hereby incorporated by reference.

**Optional Services.** Optional services (including point-of-need support, installation, consulting, managed, professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to this Service Description.

**Assignment and Subcontracting.** Dell may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell's behalf.

**Cancellation.** Dell may cancel this Service at any time during the Term for any of the following reasons:

1. Customer fails to pay the total price for this Service in accordance with the Invoice terms.
2. Customer is abusive, threatening, or refuses to cooperate with the assisting analyst or onsite technician.
3. Customer fails to abide by all the terms and conditions set forth in this Service Description.
4. As permitted in the "Commercially Reasonable Limits to Scope" section above.

If Dell cancels this Service pursuant to this paragraph, 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 pursuant to this paragraph, Customer shall not be entitled to any refund of fees paid or due to Dell.

#### **Geographic Limitations and Relocation.**

Dell will have no obligation to provide Support Services with respect to Supported Product that is outside the Dell Service Area. "Dell Service Area" means a location that is within (i) one hundred (100) drivable miles or one hundred sixty (160) drivable kilometers of a Dell service location; and (ii) the same country as the Dell service location, unless otherwise defined in your governing agreement with Dell, in which case the definition in the governing agreement prevails. For EMEA Customers, unless stated otherwise in this Service Description or the Agreement, onsite service is available within a distance up to 150 kilometers from nearest Dell Logistics location (PUDO or Pick-Up/Drop-Off location). Please contact your sales representative for more information about availability of onsite service in EMEA based upon Dell service locations prior to purchase.

This Service is not available at all locations. If your Supported Product is not located in the geographic location that matches the location reflected in Dell's service records for your Supported Product, or if configuration details have been changed and not reported back to Dell, then Dell must first re-qualify your Supported Product for the support entitlement you purchased before applicable response times for the Supported Product can be reinstated. Service options, including service levels, technical support hours, and onsite response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell's obligation to supply the Services to relocated Supported Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Supported Products at Dell then-current time and materials consulting rates. Unless otherwise agreed between Dell and Customer, in cases where service parts are shipped directly to Customer, the Customer must be able to accept shipment at the location of the Supported Products to be serviced. Dell will not be held liable for support delays due to the Customer's failure or refusal to accept shipment of parts.

**Order of Precedence.** Unless otherwise agreed in an agreement in writing by the parties, if there is a conflict between the terms of any of the documents that comprise this Agreement, the documents will prevail in the following order: (i) this Service Description; (ii) the Agreement. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

## **General Terms and Conditions for all Warranty-Related Supported Products Purchased Under a Dell Framework Sales Agreement**

**Term of Service.** This Service Description commences on the date listed on your invoice and continues through the term ("Term") indicated on the invoice. As applicable, the number of Supported Products, 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 for each Service is indicated on Customer's invoice. Unless otherwise agreed in writing between Dell and Customer, purchases of Services under this Service Description must be solely for Customer's own internal use and not for resale or service bureau purposes.

**Supported Products.** This Service is available on supported products which include select Dell OptiPlex™, Latitude™, Precision™, Vostro™, XPS™, Inspiron™, Chromebook™, Dell Wyse™, Dell Laptops, Dell Pro Laptops, Dell Pro Max Laptops, Dell Edu Laptops, Dell Pro Rugged Laptops, Dell Desktops, Dell Pro Desktops, Dell Pro Max Desktops, and Dell, Dell Pro, and Dell UltraSharp monitors, and Dell Pro docking stations, which are purchased in a standard configuration ("Supported Products"). Supported Products are added regularly, so please contact your sales representative for the most up-to-date list of Services that are available on your Dell or non-Dell products. Each Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by Customer for each Supported Product. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.

**Hardware Warranty / Support Scope.** Support-related services may include technical support options (telephone, internet, etc.) and service parts and related labor services to repair or replace defect(s) in materials and workmanship pursuant to and occurring within the limited warranty period / support contract term applicable to Customer's Supported Product(s) (a "Qualified Incident"). Please see [www.Dell.com/warranty](http://www.Dell.com/warranty) or your regional Dell website for warranty information or contact a Dell technical support agent for more details.

**International Travel Support.** When traveling with select Dell Supported Products outside of your home country and for a period of less than six (6) months, Dell will provide service and support options. Certain service and support features may not be available and is subject to the terms of the Geographical Limitations and Relocation section. Additional terms and conditions apply; please contact Technical Support for more details or visit [International Support Services | Dell US](#).

**Whole Unit Replacement; Failure to Return; Service Part Ownership.** If Dell determines that a component of the defective Supported Product is one that is easily disconnected and reconnected (such as a keyboard or monitor), or if the Dell Support agent determines that the Supported Product is one that should be replaced as a whole unit, Dell reserves the right to send Customer a

whole replacement unit. If Dell delivers a replacement unit to Customer, Customer must relinquish the defective system or component thereof to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected system, in which case Customer may retain the respective hard drive(s). All Dell service parts removed from the Supported Product and/or whole units returned to Dell become the property of Dell. Customer must pay Dell at the then-current retail price for any service part or whole unit removed from the Supported Product which are retained by Customer (except for hard drives from Supported Products covered by "Keep Your Hard Drive" service) if Customer has received replacement parts from Dell. If Customer does not relinquish the defective system or component to Dell as required above, or if the defective unit is not returned within ten (10) days in accordance with written instructions provided with the replacement unit (in the event the replacement unit was not delivered in person by a Dell technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. If Customer fails to pay such invoice within ten (10) days after receipt, in addition to any other legal rights and remedies available to Dell, Dell may terminate this Service Description upon notice. Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

**Advanced Exchange Terms for All Service Levels.** Dell may offer to provide a replacement part or product ("Replacement Item") to you on an Advanced Exchange basis, regardless of the original level of service purchased by you. Before providing an Advanced Exchange, Dell may require a valid credit card number and credit authorization or payment for the Replacement Item from you prior to sending you such Replacement Item. If you do not wish to provide credit authorization or payment pursuant to this paragraph, you will not receive a Replacement Item on an Advanced Exchange basis. We will not charge your credit card for the Replacement Item, or we will refund your payment for such Replacement Item as long as: 1) you return the original part or product to us within 10 days of your receipt of the Replacement Item and 2) we confirm that your product issue is covered under the warranty applicable to Customer's Supported Product(s) or a valid support contract. Please see [www.Dell.com/warranty](http://www.Dell.com/warranty) or your regional Dell website for warranty information or contact a Dell technical support agent for more details. If we do not receive your original part or product within 10 days, we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, will not refund your payment. If upon receipt of your original part or product, we determine that your product issue is not covered under the applicable warranty or valid support contract, then you will be given the opportunity to return the Replacement Item, at your sole expense, within ten (10) days from the date we contact you regarding the lack of coverage for your issue, and if you do not return the Replacement Item, then we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, then we will not refund your payment.

**Service Parts.** Dell uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing warranty repairs.

**Parts Stocked** Dell currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer's site. If a part that is needed to repair the Supported Product is not available from a Dell facility near Customer's location and must be transferred from another facility, it will be shipped as soon as is practical and commercially reasonable.

**Transfer of Service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current Term, provided Customer is the original purchaser of the Supported Product and this Service or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at [www.support.dell.com](http://www.support.dell.com). A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price), Customer or Customer's transferee may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer or Customer's transferee chooses not to pay such additional charge, the Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

**Non-Field Serviceable Units.** If, after remote diagnosis and troubleshooting, Dell determines that Customer's Supported Product requires Return for Repair Service as described in the table above, then Customer must immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day to maintain Customer's entitlement. Upon repair or replacement of the Supported Product, Dell will deliver the Supported Product to the carrier for return shipping to Customer. If non-Dell options added to Customer's Supported Product are found to be the cause of the reported problem, a service charge may be applied and repair and return times may be delayed.

Dell reserves the right to send Customer a whole unit replacement for the Supported Product or a replacement for portions of the Supported Product rather than repairing and returning the Supported Product that Customer sent for repair. Customer is obligated to pay at the then-current standard Dell price for any service parts removed from Customer's Supported Product and not properly returned to Dell by Customer. Failure to timely pay for service parts not properly returned to Dell by Customer may result in suspension of Customer's service under this Agreement.



## **Additional Terms and Conditions Applicable to End Users Purchasing Supported Product from an OEM**

An “OEM” is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell Products and Services from the Dell OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell Products in or with OEM Customer’s proprietary hardware, software, or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an “OEM Solution”) and resells such OEM Solution under OEM’s own brand. With respect to OEMs, the term “Supported Products” includes Dell Supported Products that are provided without Dell branding (*i.e.*, unbranded OEM-ready system), and “End-User” means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM’s responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell. This OEM maintains responsibility for providing the initial troubleshooting even when its End- User engages Dell to request service, and if an End User contacts Dell for service without contacting their OEM, Dell will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell.