

## Service Description: Flat Panel TV Installation – Wall Mount (In-Home)

### Service Overview:

Dell's Flat Panel TV Installation - Wall Mount (In-Home) service (the "Service" or "Services") provides for a one-time on-wall installation of a flat panel TV ("TV"). Services will take place as set forth in this document (the "Service Description") at Customer's location, as identified on the Dell invoice.

By purchasing these Services from Dell, Customer agrees to be bound by all terms and conditions set forth in this Service Description and the Dell standard terms and conditions of sale referenced below. Service will be provided between the hours of 8:00 am to 8:00 pm, Monday through Friday, and 8:00am to 6:00pm Saturday, excluding holidays. Some Services may require more than one on-site visit. Customer must cancel/re-schedule any scheduled Service date at least 24 hours in advance to avoid additional charges. This Service Description anticipates a standard Service, but certain additional mutually-agreed upon tasks may be ordered in conjunction with this Service for additional fees ("Add-On Services").

### On-site Technician Activities:

#### **TV Setup:**

1. Unpacking and verification of condition of TV.
2. Securing the mounting bracket (not included) to standard wall frame or masonry wall.
3. Mounting and securing the TV.
4. Connection of TV to pre-existing power source and audio/video feed. (Cords will not be concealed in wall).
5. Concealing Customer-provided audio and video cables in a standard frame wall, from the tuner source to the TV, up to fifteen (15) feet (in locations with inadequate access for standard wall fishing, or walls with insulation, vapor barriers, or any other obstruction, the wire may be concealed by track molding).
6. Power cables will be concealed by using track molding and neat wire management system.
7. Connection and configuration up to three (3) new or existing video and/or audio components provided by Customer in the same room, excluding DVR, TiVo, Slingbox or any networked-type video components.
8. Program basic functions of one (1) non-learning remote control device to operate connected components.
9. Moving all packing material to a Customer-designated location in the immediate vicinity.

### Not Included With This Service:

- a) Product, including wall mount/bracket. (The Services provided under this Service Description are labor only).
- b) Cables or mounting hardware. This is a labor only Service offering. Customer must select and provide necessary cables and/or mounting hardware necessary for their installation and environment.
- c) Installation of satellites or running satellite video feed from satellites to room. Instructions for satellite or cable television subscription.
- d) Setup and configuration of Surround Sound system is not included.
- e) Programming components other than standard remote control (such as VCR's, DVD's, DVR's, CD players or recorders, video game units, receivers, or amplifiers). Programming of learning remote control or universal remote control not included in Service.
- f) Detailed training on equipment longer than 20 minutes.
- g) Removing trash or packing materials from Customer site.
- h) Wall fishing power cord.
- i) Warranty service or support. This Service is a one-time event and is not to be used in conjunction with any warranty services or reinstallation of TV in case of repairs.
- j) Any activity not specifically set forth in this Service Description.

### Customer's Responsibilities:

#### **A. Prior to technician arriving on-site for Service:**

1. Ensure that physical installation site is adequate to properly house the TV and components.
2. Ensure that wall mounting brackets are available to mount the TV.

3. Ensure all cables are available, including cables required for connection of external components.
4. Ensure sufficient power, electrical outlets, are provided to properly run the TV and components.
5. Receive new equipment shipped from Dell.
6. Ensure that satellite or cable is active.

**Note: In no event shall Dell be liable to Customer or any third party for any communication charges (such as, but not limited to, internet charges) as a result of establishing Customer's cable or satellite connection.**

7. Notify Dell if installation location is different than the invoice shipping address.

#### **B. During the on-site Service:**

1. Ensure that individual over age 18 is present and available during Services.
2. Provide technician with safe and adequate work environment with sufficient space for the delivery of Services and supplies within reasonable proximity to where the Service is to be performed. This includes ensuring systems and related equipment are easily accessible by technician without the need to move furniture and supplying hand carts as needed.
3. Ensure that Customer information including, but not limited to credit card information, is kept confidential and safeguarded. **Customer should not provide any credit card information to technician.**
4. Customer is responsible for removal of any trash and the relocation or removal of Customer's old equipment.

**IMPORTANT NOTICE:** If any of the items Customer is required to provide are not immediately available to the technician upon arrival at the site location, the technician will accomplish as much of the Service as reasonably possible under the circumstances, and Customer will be responsible for any further Service. In no event will Customer be entitled to any refund for amounts paid by Customer to receive any additional service.

#### **Key Service Steps:**

##### **Scheduling and Scope:**

1. Within 48 hours after the order is placed (or shipped, if applicable) Dell will contact the Customer to confirm the contact information, review the specifics of the Service, and schedule the Service date. The assigned technician will contact the Customer 24 hours prior to scheduled Service date to re-confirm.
2. Provided the terms and conditions set forth in this Service Description have been fulfilled, the technician should arrive at the Customer site on the agreed upon date.

##### **Overview of Service/Project Closeout:**

1. Upon completion of the Services, the technician will provide Customer with a "Checklist and Customer Acceptance Form." By signing the Form, Customer accepts that the Services have been properly performed and acknowledges that the system is in good working order.

#### **Important Additional Information:**

**Re-Scheduling Service.** If Dell is unable to complete the Service for reasons unrelated to Dell's performance, Customer will be charged the full amount of the Service as if the Service had been completed. Additional amount will be due for re-scheduling Service.

**No Warranty For Compatibility.** Dell DOES NOT represent or warrant hardware or software compatibility. **DELL DOES NOT WARRANT THIRD PARTY PRODUCTS. DELL IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE BEYOND ITS CONTROL.** Third-party software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third party warranties may vary from product to product. Customer should consult the applicable product documentation for specific warranty information. Dell disclaims warranties of merchantability, fitness for particular purpose, and non-infringement of Services, subject to the limitations of applicable laws.

**LIMITATION OF LIABILITY. DELL WILL HAVE NO LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF USE, LOST PROFITS OR LOSS OF BUSINESS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE SERVICES, DELL IS NOT LIABLE OR RESPONSIBLE, FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT PAID FOR THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS**

**AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.**

**Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES HEREUNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this Service Description, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Service Description, Dell's advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

**Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to this Service Description, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Service Description (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Service Description), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM ("NAF") under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and Dell. NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any arbitration filing fees and fees required to obtain a hearing to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state in which Customer resides. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.**

**Terms and Conditions. Dell is pleased to provide the Services in accordance with this Service Description and Dell's standard invoice terms and conditions of sale (see [www.dell.com/policy/legal/terms\\_of\\_sale.htm](http://www.dell.com/policy/legal/terms_of_sale.htm)).**

