

## Service Description: Consumer In-Home Hardware Service

**Your System.** For purposes of this Agreement, a System is identified as a Dell system comprised of the following components: monitor; central processing unit (CPU); input device (such as a keyboard); a data storage device (such as disk drive); and any other components that are described specifically on your invoice or are standard components (at the time of purchase) of the model of the Dell System you purchased. The System covered under this Agreement is described on your invoice.

### How to Use Your Service

1. **30-Day Getting-Started Assistance.** Dell offers a standard 30-day telephone support programme at no additional charge for installation optimisation, configuration, and limited usage questions during the critical 30-day period after delivery of your system. This program is available on factory-installed operating systems and desktop/notebook applications.
2. **24/7 Comprehensive On-line Support.** Dell's standard support website provides on-line assistance, including troubleshooting information, problem diagnosis tools and downloads.
3. **Call Dell for Telephone-based Assistance.** For service support, please contact the In-country Technical Support Phone Number listed at <http://ap.dell.com>. These phone lines are answered Monday – Friday during local business hours and excludes weekends and public national holidays.
4. **Prepare for the Call.** You will help the Dell telephone technician serve you better if you have the following information and materials ready when you call: your System's invoice and serial numbers; service tag number; model and model numbers; the current version of the operating system you are using; and the brand names and models of any peripheral devices (such as a modem) you are using.
5. **Explain Your Problem to the Technician.** Now you are ready to describe the problem you are having with your System. Let the Dell telephone technician know what error message you are getting and when it occurs; what you were doing when the error occurred; and what steps you may have already taken to solve the problem.
6. **Cooperate with the Dell Telephone Technician to Solve Your Problem.** Experience shows that most System problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the Dell telephone technician and follow the technician's suggestions.
7. **UNTIL YOU HAVE COMPLIED WITH THE ABOVE PROCEDURES, DELL CANNOT DISPATCH A SERVICE TECHNICIAN TO PERFORM ONSITE REPAIRS.**
8. **In-Home/On-Site Service.** This Service provides a service technician and/or parts at your location to repair and/or replace parts in the main system unit (including monitor, keyboard and mouse, if not ordered separately) for issues covered by Limited Hardware Warranty following telephone and/or online Remote Diagnosis, and the issue cannot be resolved remotely. Subject to the terms of this Agreement, on-site service ("On-Site Service") is available in the country in which the system was purchased. Please tell the Dell Telephone technician both the full address of your System's location and whether that location is a residence or business. If you follow these procedures, a service technician and/or part will, in most cases, be dispatched to arrive at your location for On-Site Service on the next business day during 9:00 to 17:00 local time; Monday through Friday, excluding regularly observed holidays, following completion of Remote Diagnosis. If the service technician is dispatched for On-Site Service after 17:00 local time, the service technician may take an additional business day to arrive at your location. The term "Remote Diagnosis"

means the determination by online/Dell telephone technician of the cause of your issue and it may involve you accessing inside of system and multiple or extended sessions.

9. **An Adult Must Be Present At Residences.** For service provided at a residence, an adult must be present at all times during the service technician's visit.
10. **Assistance You Must Provide.** The service technician must receive full access to the System and (at no cost to Dell) have working space, electricity, and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service.
11. **If You Miss The Service Visit.** If you or your authorized representative is not at the location when the service technician arrives, we regret that the service technician cannot service your System. If this occurs, you may be charged an additional charge for a follow-up service call.
12. **Customer Replaceable Units and Whole Unit Replacement.** If the Dell telephone technician determines that the defective unit is one that is easily disconnected and reconnected, such as keyboard, monitor, hard drives in portable computers, or any other component designed from time to time as a component that may be replaced by the customer, you may receive such component to install without a service technician arriving on-site. Also, if the Dell telephone technician determines that the System is one that should be replaced as a whole unit; a whole replacement unit may be sent directly to you. You are required to return the defective unit within ten (10) days. If the Dell telephone technician determines that the defective unit is one that is not easily disconnected and reconnected, you authorized the on-site technician to act as your service agent to deliver the replacement unit to you in person and to return the defective unit to Dell.
13. **Warranty Parts.** If the Dell telephone technician determines that your System needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return non-working/unused units/warranty parts to Dell. If the replacement unit is not delivered in person by an on-site service technician, then you may incur a charge from Dell if you fail to return the non-working/unused unit/warranty parts to Dell within the ten (10) days return period.

Replacement parts may be reconditioned or refurbished where permitted by local laws and are replaced on the basis of specification and not on brand and model.

14. **Service Exclusions.** Without limitation, the scope of Dell's fault diagnostics and In-Home Hardware Service does not include support for the following:
  - General usage and "how to" questions with Dell factory-installed software over 30 days.
  - Configuration and diagnosis of the Dell factory-installed operating system or factory-installed applications for use with customer-installed applications and hardware.
  - Configuration, installation and validation of non-Dell supplied operating systems, software, applications or drivers/fixes over 30 days.
  - Commercial upgrades whether purchased from Dell or not, e.g. Microsoft® Office XP Pro upgrade.
  - Configuration of all communication software, unless required for troubleshooting.
  - All non-Dell supplied hardware and peripherals, their installation and compatibility with Dell branded hardware. The original manufacturer of the product provides support.
  - Dell supplied software and peripherals, unless otherwise specified.
  - BIOS/Firmware upgrades for non-Dell branded systems, unless part of fault resolution.
  - Invalid software and hardware configurations.
  - Backing up and restoring customer's data.
  - Customer applications and data.
  - Unnecessary work in Dell's assessment.
  - Consumables and wear and tear to items such as plastics and diskettes.
  - Non-critical failures that fall within industry specified tolerances e.g. noise, individual LCD pixels.
  - Games and add-on packages from date of purchase (e.g. educational packs).

- Preventative maintenance.
- Repair of system after virus infection other than installation of the operating system to the default Dell factory settings.
- Custom factory integration items over 30 days will not be supported unless specifically agreed in a separate writing by Dell.

15. **Payment Terms.** If the payment is necessary, all invoices are payable upon receipt.

16. **System Location.** The In-Home Hardware Service defined in this Agreement is available in the following countries: Australia, Brunei, China, Hong Kong, India, Korea, Macau, Malaysia, New Zealand, Singapore, Taiwan and Thailand. However, certain services described herein may not be available in all locations within the countries.

17. **Transfer of this Agreement.** Subject to the limitations set forth in this Agreement, you may transfer this Agreement to anyone who buys your entire System before the expiration of your service period (as specified on your invoice), provided you are the original purchaser of the System and this Agreement, or you have purchased the System and this Agreement from its original owner (or a previous transferee) and have complied with all the transfer rules in this Agreement.

It is the customer's responsibility to advise Dell if Systems are being relocated internationally. Customers should complete the transfer form located on the Dell's website <http://www.dell.com/globaltagtransfer>

Please note that if you, as the original owner or a subsequent transferee, move your System to a geographical location in which the service coverage is not available at the same price as you paid for this Agreement, you may incur an additional charge, your service may be automatically changed to categories of service that are available at such price or a lesser price in such new location with no refund available.

18. **Renewal.** Prior to the expiration of your service contract, you may extend your service period based on available options then in effect for your system. Service extensions may be purchased by calling your local Dell office.

19. **Assignment.** Dell reserves the right to assign its rights and obligations under this Agreement to a qualified third party designed by Dell. In the event of such an assignment, you agree to look solely to the third party assignee for performance under this Agreement.

20. **Complete Agreement.** THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

21. **LIMITATIONS TO SERVICE COVERAGE. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE.** This Agreement extends only to original purchasers of the System shown on your invoice and located within the country in which the System was purchased as determined Dell, and to any person who buys the System and this Agreement from the original purchaser or a subsequent transferee; as long as all transfer procedures have been complied with. Service details may vary if moving to a Dell direct country outside of the list identified in this document. A full list of direct countries is available on Dell's website <http://support.ap.dell.com>. Any country outside of this list is a "non-Dell direct country". If the system is relocated from or to a non-Dell direct country, Service may not be available, may change or may be chargeable. This Agreement extends only to uses for which the System was designed. Except as stated below, the services Dell agrees to provide under this Agreement are labor only which is necessary because of any defect which exists or occurs in materials or workmanship in the System or in any System component covered in your warranty. Preventive maintenance is not included. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by software problems or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) and repair services which are necessary due to manufacturer's recall of Systems or

System components are not included. Dell is not obligated to repair any System or System component in the following instances:

- a. damage resulting from accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of the System, or abuse of the System component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper supplies) by anyone other than dell (or its representatives),
- b. damage resulting from an act of God such as, but not limited to, lighting, flooding, tornado, earthquakes, tidal waves and hurricanes,
- c. failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning),
- d. repairs due to excessive use, wear and tear,
- e. use of components or software not supplied by Dell,
- f. the moving of the System from one geographical location to another or from one entity to another, or
- g. where Dell determines there is no trouble found (e.g., the error cannot be re-created).

22. **Customer Data & Data Loss.** Dell recommends regular backup of data. In cases where a hard drive failure is detected, the hard drive will be replaced. Your data stored on the defective hard drive will be lost if the hard drive is replaced. The service technician will configure the operating system to the original factory settings only if you make the original software image or operating system installation media available. You should contact Dell Technical Support for assistance in reinstalling any additional software provided on the original factory image.

**It is your responsibility to complete a backup of all existing data, software, and programs prior to Dell performing any Service. DELL WILL NOT BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM.** You understand and agree that under no circumstances will Dell be responsible for any loss of software, programs, or data, even if Dell technicians have attempted to assist you with your backup, recovery, reinstallation of data or similar services. Any such assistance is beyond the scope of any Dell warranty and this Service. Any assistance is provided in Dell's sole discretion and without any guarantee or warranty of any kind. Neither does Dell provide any guarantee or warranty of any kind with respect to any third-party product that a Dell technician may use in assisting you.

23. **Important Notice.** Please note that if you move or sell your System into a geographic location in which the service coverage set forth in your invoice is not available; your service may be automatically changed to categories of service that are available at such price or a lesser price in such new location with no refund available.

## Important Additional Information

**Terms and Conditions:** Dell is pleased to provide these Services, in accordance with this Service Description and the terms and conditions of any applicable separate signed agreement between Customer and Dell, and in the absence of such an agreement, Dell's standard Terms and Conditions of Sale, Service and Technical Support, which are available on request or at [www.dell.com.au](http://www.dell.com.au)

