



Dell Service Description

Single Incident Expired Warranty Support – Consumer & Commercial Customers

Service Overview

Dell is pleased to provide Single Incident Expired Warranty Support (the "Service") in accordance with this Service Description to our consumer (personal use) and commercial (business use) customers. Dell's expired hardware warranty support covers the diagnosis of problems with your Dell hardware, including internal factory-installed accessories. Software support is not included. The Service is available for a fee and offered on a single incident basis to customers who no longer have hardware warranty coverage or who are out of scope. By purchasing this Service from Dell, the customer ("Customer" or "you") agrees to be bound by all terms and conditions set forth in this document (the "Service Description"). **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.** For commercial customers only: the dispute resolution terms and conditions that apply this agreement and your purchase of this Service are set forth in either, the Dell Commercial Terms of Sale (available at dell.com/terms) or your separately-signed master services agreement with Dell that explicitly authorizes the sale of this Service.

Service Eligibility

System types that are eligible for hardware repair include: Dell desktops, Dell laptops, Dell tablets and All-In-Ones (AIO) that are less than five years old (from the original date of invoice) ("Supported Products"). Some older model products that are less than 5 years of age still may not be supported due to unavailable parts.

The Service does not include Software Media, Software, application troubleshooting, non Dell parts or the upgrading of parts. A Dell technical agent can assist you in determining the right upgradable part should you require this support.

Peripheral Parts and Consumable Parts are not covered with this Service. "Peripheral Parts" are parts that are detached from the computer, including but not limited to keyboards, mice, external hard drives and monitors. "Consumable Parts" are parts that cannot be repaired which includes but is not limited to batteries, AC adaptors and parts such as screws, bumpers, plastics, cables, latches or doors. A Dell technical agent can help determine the right part for you to purchase on dell.com should you need one of these parts.

Service Diagnostics

To obtain this Service you may purchase one of the support options outlined below. If the online diagnostics tool has been used to diagnose the issue, then the final diagnosis must be confirmed by the depot or in-home technician. Additional fees will apply if additional issues are found, and you will be contacted before any work is done to explain the charges and obtain payment should you wish Dell to continue with the repair.

Support Options

Customers who are out of warranty and require Hardware Support can purchase the Service in one of three ways:

1. Customers can call Dell technical support to purchase the Service. The support agent will diagnose the issue over the phone, then you may purchase the applicable part only to repair your product yourself without further assistance from Dell tech support or any On-Site/In-Home service.
2. Customers who know what their hardware issue is can buy this Service online. After the customer completes their order online, Dell will mail out an empty box with a prepaid shipping label for the customer to ship their product back to Dell for repair. The service includes labor, shipping and certain parts required to fix the issue. Parts included with the service are listed below under Mail-In, Minor Part Coverage. Parts such as LCD, Motherboard, Processors, Solid State Drives (SSD), Batteries and Adaptors will require an additional fee. Dell will contact you if one of these Major Parts is deemed to be causing the issue with your product, and Dell will obtain your consent prior to performing any additional work. Payment must be received from Customer by Dell prior to Dell performing the additional work. Online Mail-In service is only offered on Dell Tablets, Dell Notebooks and Dell All-In-One devices. Dell Desktops cannot be mailed in for repair. For hardware repair service on Dell Desktops please see In-Home/On-site option below.
3. Customers unsure of their hardware issue can contact our tech support agents by calling 1-800-288-4410 and pressing option 1 for consumer (personal use) and option 2 for commercial (business use) to purchase the service. The agent will diagnose your issue and provide options for repair, as needed. As an alternative, you may visit www.dell.com/support to take the online hardware diagnostic test. If after you take the online test and you still have questions, you may call the number as mentioned above. To receive the Service, Customer must confirm that they have full access to the hardware that is the basis of the problem, and have completed a back-up of any software or data that may be impacted by the Service, as Dell is not responsible for loss of data or applications. See Customer Responsibilities for more information.

Upon completion of remote diagnosis, the Dell technical support agent may offer you one of the following repair options; however, these options may not be available in all circumstances:

Mail-In:

After payment is received, Dell will send you a box and prepaid shipping label for you to package and send your product to Dell for repair. The applicable fee for mail-in service covers diagnosis, labor, shipping and parts to resolve the issue. Parts may include but are not limited to:

Minor Part Coverage:

- Hard drive
- Memory
- Network & Graphics cards
- DVD and Blue Ray Drives
- Keyboard & Plastics

Major Parts will require an additional fee. Dell will contact you if one of these additional parts is deemed to be causing the issue with your product, and Dell will obtain your consent prior to performing any additional work. Payment must be received from Customer by Dell prior to Dell performing any additional work.

Important information about returning products to Dell for repair or replacement: Upon receipt of the shipping supplies, you must package the product in the material provided and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as SIM cards, floppy disks, DVDs/CDs, or PC Cards regardless of whether a technician is also providing in-home or on-site assistance. You may also need to remove peripherals such as keyboards, monitors, mice and printers. Any additional hardware device you've installed on your computer should also be removed prior to the technician performing the service. An example would be additional memory. Dell is not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by the phone technician. See Customer Responsibilities section below.

In-Home/On-Site:

A Dell service technical agent can come to your location to repair your hardware issue. The price of this service includes diagnosis, repair labor, shipping of parts, and providing replacement parts to resolve the issue. Parts may include but are not limited to:

Minor Part Coverage:

- Hard drive
- Memory
- Network & Graphics cards
- DVD and Blue Ray Drives
- Keyboard & Plastics

Major Parts will require an additional fee. Dell will contact you if one of these additional parts is deemed to be causing the issue with your product, and Dell will obtain your consent prior to performing any additional work. Payment must be received from Customer by Dell prior to Dell performing any additional work. In-Home/On-Site service is only offered for Dell Notebooks, Dell Desktops or Dell All-In-One devices. If you have a hardware repair issue with your Dell Tablet please see the Mail-In service option.

In some cases the part will be shipped separately. Once you receive the part you are required to call Dell back to set up the appointment for the repair. In-Home appointments are only available from Monday to Friday between the hours of 8am and 5pm local time.

Important information about In-Home or Onsite Service After Remote Diagnosis:

Once you schedule an in-home repair visit, Dell will dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories). Please tell the technician the full address of your system's location. Both the performance of service and service

response times depend upon the time of day your call is received by Dell, the service alternative you purchased, parts availability, geographical restrictions and weather conditions. An adult must be present at all times during the service technician's visit. You must grant the service technician 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. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

Parts used for the repair, under any of the above listed service options, may be new or refurbished. All replaceable parts come with a limited 90 day warranty. If the replaced part fails or causes your computer to fail we will repair your computer at no additional cost. For additional information on parts warranty visit [Dell Limited Hardware Warranty](#).

Service Requirements – Part Returns

You must return the defective part to Dell. If the product has been mailed to Dell for repair, Dell will keep the returned part. If you choose In-Home/On-Site service, your In-Home/On-Site technician will send the returned part to Dell. If you do not relinquish the defective part to the technician or return the defective part to Dell within 10 days from the receipt of the replacement part additional fees will apply. If your system is in-warranty, and you purchased this Service to receive service that is out-of-scope from the warranty or service contract applicable to your Supported Product, failure to relinquish or return the part being replaced within 10 days may result in suspension or termination of your warranty and/or service contract.

Service Availability

Phone diagnosis will be available 7 days a week, 7 a.m. to 12 a.m. Central Standard Time, 365 days a year. Dell may not be able to fix all issues for your product. If we are unable to fix your product or do not have the part available we will ship your product back to you unrepairs, and you will be entitled to a refund of the fee you paid for the Service. Refunds may take up to 21 days to be processed.

Order Number

Customer must maintain the confidentiality of the order number provided by Dell in connection with the Service.

Exclusions

For the avoidance of doubt, the following activities are not included in the scope of this Service Description:

- General usage and "how to" questions with Dell factory-installed software.
- 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 operating systems, software, applications or drivers/fixes (not supplied by equipment manufacturer).

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- Commercial upgrades whether purchased from Dell's Authorized Reseller or not, e.g. Microsoft® products.
 - Configuration of all communication software, unless required for troubleshooting.
 - All non-equipment manufacturer-supplied hardware and peripherals, their installation and compatibility with Dell branded hardware. The original manufacturer of the product provides support.
 - Non-equipment manufacturer 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.
 - Consumable Parts 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.
 - Any services, tasks or activities other than those specifically noted in this Service Description.

This Service Description does not confer on Customer warranties which are in addition to the warranties provided under the terms of your Dell limited hardware warranty, service contract, master services agreement, or Agreement, as applicable.

General Customer Responsibilities

Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, 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.

Cooperate with Phone Technical Agent and On-site Service Technician. Customer will cooperate with and follow the instructions given by any Dell phone or on-site technicians. 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.

On-site Obligations. Where Services require on-site performance, Customer will provide (at no cost to Dell) free, safe and sufficient access to Customer's facilities and the Supported Products, including ample working space, electricity, 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.

Maintain Software and Serviced Releases. Customer will maintain software and Supported Products at Dell-specified minimum release levels. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

Data Backup; Removing Confidential Data. Customer will complete a backup of all existing data, software and programs on all affected systems prior to the delivery of this Service. This includes over the phone support. 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. In addition, Customer is responsible for removing any confidential,

proprietary, or personal information and any removable media such as SIM cards, CDs, or PC Cards regardless of whether an on-site technician is also providing assistance. DELL WILL HAVE NO LIABILITY FOR:

- ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- DAMAGED OR LOST REMOVABLE MEDIA;
- DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- THE LOSS OF USE OF A SYSTEM OR NETWORK;
- AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Customer understands and agrees that under no circumstances will Dell be responsible for any loss of software, programs, or data, even if technicians have attempted to assist Customer with their backup, recovery, or similar services. Any such assistance is beyond the scope of any Dell warranty and this Service Description. The 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 technician may use in assisting Customer.

Important Additional Information

Term. The Service is available on a per-incident basis only through the diagnosis of the applicable issue. Customer may terminate this Service for a refund at any time prior to the diagnosis of the applicable issue for such incident. Dell, at its discretion, may terminate this Service with prior notice to Customer. A fee for diagnostics may apply. Required parts and labor are extra if deemed necessary to resolve the applicable issue.

Claims of Confidentiality or Proprietary Rights. Customer agrees that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to Customer.

Not Transferable. The Service is not transferable and is valid for only one user. Customer may not use the Service in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by the Customer. Dell reserves the right to suspend or terminate the Service if Dell, in its sole discretion, determines that the Service is being misused, being used by any person other than Customer, or being used in breach of this Agreement.

Payment. Customers must pay by credit card prior to receiving the Service.

Out of Scope. The Service does not cover and Dell is not obligated to provide any services not expressly described in this Service Description. In addition, in the course of providing the Service, Dell may determine that the issue is beyond the scope of the Service. Dell may use commercially reasonable efforts to refer Customer to the appropriate alternative resource; however, Dell will not transfer Customer directly to an alternate resource. Customer acknowledges that Dell may not be able to diagnose or solve Customer's particular problem.

Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, 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. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL'S U.S. CONSUMER TERMS OF SALE (see www.dell.com/terms). For commercial customers only: the dispute resolution terms and conditions that apply this agreement and your purchase of this Service are set forth in either, the Dell Commercial Terms of Sale (available at dell.com/terms) or your separately-signed master services agreement with Dell that explicitly authorizes the sale of this Service.

Limited Liability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS A REFUND OF THE AMOUNTS PAID TO DELL FOR THE SERVICE THAT IS THE BASIS OF THE CLAIM.

Terms and Conditions: Dell is pleased to provide these services to consumer (personal use) customers in accordance with this Service Description and the applicable "U.S. Consumer Terms of Sale-Direct" or "Retail Purchaser End-User Agreement" for consumer customers, or to commercial (business use) customers in accordance with this Service Description and "Dell's Commercial Terms of Sale" for commercial customers, or commercial customers' separately-signed master services agreements with Dell that explicitly authorize the sale of this Service. The U.S. Consumer Terms of Sale-Direct, Retail Purchase End-User Agreement and Dell's Commercial Terms of Sale are available at <http://www.dell.com/terms/>.

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