



Dell | Accidental Damage Service

Service Description – U.S.

This agreement (“**Agreement**” or “**Service Description**”) is made between the customer (“**you**” or “**Customer**”) and Dell Marketing L.P. or the Dell entity identified on Customer’s invoice or order confirmation (“**Dell**”). The invoice or other order confirmation containing a description of the covered Computer Device (as defined herein) you purchased is hereby incorporated into this Agreement by reference. By purchasing these Services (as defined herein) from Dell, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Services beyond the initial term is subject to the then-current Service Description available for review at www.Dell.com/ServiceContracts¹.

PartnerDirect Registered or Certified Partners and Resellers: This Service is provided for resale by authorized resellers pursuant to Dell’s Terms and Conditions of Sale applicable to resellers, which can be obtained at www.Dell.com/Terms for United States and Canadian-based entities and www.Dell.com/ServiceContracts for international customers and which is incorporated by reference in its entirety herein. Persons or Entities that purchase for resell must transfer the Service to the end customer in accordance with the transfer procedures of paragraph 5.c., and Dell is not obligated to provide Service to the end customer until such transfer has been completed.

1. Service Overview

For your one-time payment to Dell as specified on your invoice or other order confirmation (the “**Total Price**”) for each computer or computer-related device (“**Computer Device**”) plus any applicable sales or similar taxes, Dell will provide the Dell Accidental Damage Service (“**Service**”) in accordance with this Agreement. As further described below, we will repair the Computer Device as necessary to correct any damage to the Computer Device which occurs during the usual and customary usage of the Computer Device and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

If we decide that it is necessary to replace the Computer Device rather than repair it, you will receive a replacement device that is equivalent to or better than the Computer Device you originally purchased from us, as determined by us in our sole and reasonable discretion.

This is not a contract of insurance. Please read this Agreement carefully, and please note that Dell reserves the right to change or modify any of the terms and conditions set forth in this Agreement at any time. Dell also reserves the right to determine whether and when any such changes apply to both existing and future Customers.

2. Covered Computer Devices: You must pay a separate Total Price for each Computer Device you wish to be covered by this Agreement. For example, a printer purchased with a notebook system is not covered by the notebook system’s service contract. Instead, the printer and the notebook will each need their own service contract. With regard to each Computer Device covered by this Agreement the following general terms, conditions and exclusions shall apply:

a. If you purchased Service for a Computer: Your purchase of this Agreement for a computer does not cover peripheral devices or components such as (without limitation) docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks, external keyboard on notebooks, and other components not internal to the Computer Device; however, Service may be purchased separately for certain peripherals, and the scope of coverage for such peripheral Computer Devices is specified in paragraph 2.b. below.

b. If you purchased Service for a Peripheral:

- **Scope.** Only parts built in or on the base unit of the peripheral Computer Device, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, synchronization cradles, or cables are covered.

¹ The URL <http://www.Dell.com/ServiceContracts> links Customer to Dell’s global service contract webpage where Customer will select their geographic region, preferred language (if applicable) and the appropriate business segment from which they purchased the Service (e.g. Large Enterprise, Small & Medium Business or Public Sector). Customer will then be able to select the appropriate service contract for review. You may also contact your Dell sales representative or technical support for assistance with obtaining service contracts.



- **Limitations.** This Agreement does not cover externally-attached computers, peripherals, or other devices that may work in conjunction with the covered peripheral Computer Device, and this Agreement does not cover components, cases, television or monitor wall mounts, wiring, or items classified as “accessories” or “consumables” and not built in or on the base unit, such as batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game devices, game disks, secondary monitors, external mouse or other input/output devices, any other components not internal to the peripheral Computer Device for which you purchased Service, or other parts/components requiring regular user maintenance.

- c. **Other Limitations for all Covered Computer Devices:** This Agreement is for hardware only. This Service does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device and 2) any software loaded through Custom Factory Integration. In addition, this Service does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

3. Scope of Services:

- a. **Repair or Replacement Service.** During the term of this Agreement and subject to the limitations in this Agreement, we will repair the Computer Device as necessary to correct any damage to the Computer Device which occurs during the usual and customary usage of the Computer Device and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

If we repair your Computer Device, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Computer Device.

If we decide that it is necessary to replace the Computer Device rather than repair it, you will receive a Computer Device equivalent to or better than the Computer Device you originally purchased from us, as determined by us in our sole and reasonable discretion.

- b. **Service Level.** The response level for the Service shall coincide with the response level for Customer’s underlying hardware warranty, Basic Hardware Service, or Dell ProSupport Service for the Computer Device; provided however, that the response level for the service shall not exceed the Next Business Day On-Site Service After Remote Diagnosis response level as detailed in the Dell ProSupport for End-Users service description at www.Dell.com/ServiceContracts. The service level for Customers who are outside of their home country will be Parts Only Service as detailed in the Basic Hardware Service description at www.Dell.com/ServiceContracts.

- c. **Geographic Limitations & Relocation.** This Service will be delivered to the site(s) indicated on the Customer’s invoice. Service options, including service levels, technical support hours and onsite response times will vary by geography and certain options may not be available in Customer’s location. Dell’s obligation to provide Service for a relocated Computer Device is subject to local Service availability and may be subject to additional fees as well as inspection and recertification of the relocated Computer Devices at Dell’s then current time and materials consulting rates. Support outside of the country in which Customer purchased this Service may be available on a reasonable efforts basis (e.g., not available in all countries, not available on all parts, not available to all Customers). In addition, out of country support will not include any whole unit replacements. Please contact a Dell technical support analyst for additional details. Customer will provide Dell with sufficient and safe access to Customer’s facilities at no cost to Dell for Dell to fulfill Dell’s obligations.

- d. **Limits of Support Services.** This Agreement does not cover and we are not obligated to repair or replace:
 - Any Computer Device located outside of the country or site(s) indicated on Customer’s invoice or other order confirmation.





- Any damage to or defect in the Computer Device that is cosmetic only or otherwise does not affect Computer Device functionality. Under this Agreement, we are not obligated to repair reasonable wear and tear on the Computer Device and other superficial items, such as scratches and dents that do not materially impair your use of the Computer Device.
 - Any Computer Device that anyone other than Dell or a person we designate has tried to repair. Any repair or attempted repair on the Computer Device covered by this Agreement by any party other than us or someone we designate will void and cancel this Agreement. We will not reimburse you for any repairs that you or another person make or attempt to make to the Computer Device.
 - Any Computer Device that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Computer Device (2) installation or mounting of a Computer Device to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
 - Any Computer Device that is lost or stolen. To receive repair or replacement of a Computer Device, you must return the damaged Computer Device to us in its entirety.
 - Any Computer Device that is damaged by fire from an external source or that is intentionally damaged. If we find evidence of intentional damage, we are not obligated to repair or replace the Computer Device.
 - Any recovery or transfer of data stored on the Computer Device. You are solely responsible for all data stored on the Computer Device. We do not provide you any data recovery services under this Agreement. However, if hard drive replacement is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from us, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Agreement does not obligate us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Computer Device.
 - Preventive maintenance. It is not necessary that you perform any preventive maintenance on the Computer Device to obtain repair or replacement of a Computer Device covered by this Agreement.
 - Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Computer Device.
 - Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- e. Limitation of Liability.** NEITHER DELL MARKETING L.P. NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE COMPUTER DEVICE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE COMPUTER DEVICE NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO COMPUTER DEVICE FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE COMPUTER DEVICE, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE COMPUTER DEVICE COVERED BY THIS AGREEMENT. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.





4. **Your Responsibilities:** To receive the Service, you are responsible for complying with the following:

- a. **Call for Telephone-Based Assistance.** To initiate a service request under this Agreement, contact your regional support center. Regional telephone numbers can be found at www.Dell.com/ProSupport/RegionalContacts. Please note that, when you call, diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.Dell.com/Warranty), Basic Hardware Service contract, or Dell ProSupport Service contract (see www.Dell.com/ServiceContracts) will be required prior to receiving Service under this Agreement. The hours of support shall not include holidays. Please contact your Dell sales or support representative for additional details. Dell is not liable for any failure or delay in performance due to any cause beyond its control.
- b. **Cooperate with Technician.** You must cooperate with the technician to ensure that the Computer Device is properly serviced. When you call, a Dell technician will both ask for the Service Tag number located on your Computer Device and verify your purchase of the Service.

The technician will then ask you a series of questions to assess the extent and cause of damage to the Computer Device. These diagnostic and troubleshooting steps may require more than one call or an extended session, and you may be asked to access the inside of your Computer Device where safe to do so.

If your issue is covered by this Service, then, at our discretion, the technician will either send you a replacement part for you to install on the Computer Device or give you directions to ship the Computer Device to our repair facility. So long as you follow our directions, we will pay all shipping charges for return of the Computer Device to our repair facility. Once at our repair facility, we may repair the Computer Device or ship you a replacement Computer Device depending on our assessment of the damage to the Computer Device.

In some cases, where we can determine over the telephone that a replacement Computer Device will be necessary, we may in our discretion, ship you a replacement Computer Device immediately. However, if you fail to return the damaged Computer Device to us, you agree that you are responsible for the retail price of the replacement Computer Device.

- c. **Payment.** Service is only available with the purchase of a Dell product for which Dell currently offers Dell Accidental Damage Service, but it is not necessary that you purchase the Service to buy a Computer Device from us. Our invoice or other order confirmation issued to you for the Computer Device will indicate whether you purchased Dell Accidental Damage Service, and will serve as your receipt. We will provide you a copy of the invoice or other order confirmation and this Agreement within ten (10) days after your purchase of a Computer Device with Service. In addition, the Computer Device will be tagged with a serial number that will indicate your purchase of the Service (the "**Service Tag**").

5. **General Terms:**

- a. **Term and Renewal.** This Agreement begins on the date you receive the Computer Device from us and expires on the contract expiration date corresponding to the Service term purchased; provided that the term of Service purchased may not exceed the length of Customer's underlying limited hardware warranty, Basic Hardware Service, or Dell ProSupport Service for the Computer Device.
- b. **Claims of Confidentiality or Proprietary Rights.** You agree that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to you.
- c. **Transferability.** Subject to the limitations set forth in this Agreement, Customer may transfer this Service to a third party who purchases Customer's entire Computer Device before the expiration of the then-current service term; provided that Customer is the original purchaser of the Computer Device and this Service, or Customer purchased the Computer Device and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. Additional terms, conditions and fees may apply to any such transfer.
- d. **Cancellation.** **This Agreement is dated as of the date you receive the Computer Device from us. You may cancel this Agreement within thirty (30) days of your receipt of this Agreement by sending written notice to us at:**





Dell Marketing L.P.
One Dell Way
Round Rock, Texas 78682
Attn: Service and Support Department

Except as provided in paragraph 5.i. for customers in certain states or jurisdictions, where applicable, if you cancel this Agreement within thirty (30) days of your receipt of it, we will send you a full refund less the cost of claims, if any, made under this Agreement. For example, if no claim has been made under this Agreement and you cancel this Agreement within 30 days of your receipt of it, this Agreement shall be void and we shall send you a full refund of the purchase price of this Agreement. You may not cancel this Agreement after thirty (30) days of your receipt of this Agreement, except as provided in paragraph 5.i. for customers in certain states or jurisdictions.

We may cancel this Agreement if you fail to pay us the Total Price for the Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. We will not cancel this Agreement for any other reason. If we cancel this Agreement, we will send you written notice of cancellation at the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you, except as provided in paragraph 5.i. for customers in certain states or jurisdictions.

Service must be cancelled separately for each Computer Device.

- e. **Entire Agreement.** This Agreement is the entire agreement between you and Dell with respect to its subject matter and none of Dell's employees or agents may orally vary the terms and conditions of this Agreement.
- f. **Additional Remedies.** This Agreement affords you specific legal rights. You may have additional legal rights that vary from jurisdiction to jurisdiction, including those listed below. This Agreement is not a warranty. The Computer Device you purchase from us may also come with a limited hardware warranty from Dell or third party manufacturers of Computer Devices we distribute. Please consult the applicable limited warranty statements for your rights and remedies under those limited warranties. (For the Dell Limited Hardware Warranty please see www.Dell.com/Warranty).
- g. **Dispute Resolution.** Customer and Dell will attempt to resolve any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of or relating to this Agreement, Dell's advertising, or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 30 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- h. **Force Majeure.** Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.
- i. **State-Specific Provisions.** The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate





charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.

- **Hawaii Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- **New York Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see www.Dell.com/Warranty), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.
- **Oregon Customers.** The obligations of Dell Marketing L.P. under this Agreement are backed by the full faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897.
- **Wisconsin Customers. This warranty is subject to limited regulation by the Office of the Commissioner of Insurance.** Dell Inc. shall be considered the obligor on the service obligations hereunder.

For more information about any of our service offerings, please contact your Dell representative or visit dell.com/services

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

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