Warranties

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Limited Hardware Warranties

Dell-branded hardware products purchased in the U.S. or Canada come with either a 90-day, 1-year, 2-year, 3-year, 4-year or 5-year limited hardware warranty, depending on the product purchased. To determine which warranty came with your hardware product(s), see your packing slip, invoice, or receipt. The following sections describe the limited warranties for the U.S.

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your — our end-user customer's — Dell-branded hardware products, including Dell-branded peripheral products.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

\* Software, including the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software, or the reloading of software

\* Non-Dell branded products and accessories

\* Problems that result from:

External causes such as accident, abuse, misuse, or problems with electrical power

Servicing not authorized by Dell

Usage that is not in accordance with product instructions

Failure to follow the product instructions or failure to perform preventive maintenance

Problems caused by using accessories, parts, or components not supplied by Dell

\* Products with missing or altered Service Tags or serial numbers

\* Products for which Dell has not received payment

\* Normal wear and tear

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ON YOUR PACKING SLIP OR INVOICE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How long does this limited hardware warranty last?

This limited hardware warranty lasts for the time period indicated on your packing slip, invoice, or receipt except for the following Dell-branded hardware:

\* Portable computer batteries carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell computer with which the battery is shipped.

\* The warranty for print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1 year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.

\* Your Series 5, 6 or 7 battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period.

\* Projector lamps carry a 90-day limited hardware warranty.

\* Memory carries a limited hardware warranty of 3 years.

\* The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip. Monitors purchased with a system are covered by the system limited hardware warranty.

\* PDAs, earphones, and remote inline controls carry a 1-year limited hardware warranty.

\* Other add-on hardware carries the longer of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell computer on which such parts are installed.

\* SATA hard drives in PowerEdgeTM , PowerEdge SCTM and PowerVaultTM systems launched on or after March 24, 2009 (e.g. PowerEdge T110, PowerEdge T310, PowerEdge T410, PowerEdge T610, PowerEdge T710, PowerEdge R210, PowerEdge R310, PowerEdge R410, PowerEdge R510, PowerEdge R610, PowerEdge R710, PowerEdge M610, PowerEdge M710 and PowerVault NX300) carry the lesser of either a 1-year limited hardware warranty or the length of the limited hardware warranty for the Dell system with which the SATA hard drive is shipped. Service offerings may be available to extend the SATA hard drive warranty period on these systems for an additional fee.

The limited hardware warranty on all Dell-branded products begins on the date of the packing slip, invoice, or receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

What do I do if I need warranty service?

Before the warranty expires, please contact us or our authorized representatives according to the following table. Please also have your Dell Service Tag or order number available.

Contact Web

Web Support:

Contact Phone (U.S. Only) Service Desk (U.S. Only)

Individual Home Consumers: U.S. Only

Hardware Warranty Support 1-800-624-9896

Customer Service 1-800-624-9897

Individual Home Consumers who purchased a Dell notebook or desktop computer through a retail store:

Best Buy Carry your Dell notebook, Dell desktop, or Dell monitor purchased with a Dell desktop, into any Best Buy store. www.bestbuy.com to locate the nearest Best Buy store.

Wireless Service Provider Contact your wireless service provider for warranty service on your Dell smartphone or tablet. For fastest service, carry your Dell smartphone or tablet into the store where you purchased it.

Individual Home Consumers who purchased through an Employee Purchase Program:

Hardware Warranty Support and Customer Service 1-800-822-8965

Home and Small Business Commercial Customers:

Support and Customer Service 1-800-456-3355

Medium, Large or Global Commercial Customers, Healthcare Customers, and Value-Added Resellers (VARs):

Support and Customer Service 1-800-822-8965

Government and Education Customers:

Support and Customer Service 1-800-234-1490

Dell-branded Memory 1-800-567-0384

Alienware

Technical Support 1-800-ALIENWARE

What will Dell do?

During the 90 days of the 90-day limited hardware warranty and the first year of all other limited hardware warranties: Dell or its authorized representative will repair any Dell-branded hardware products returned to us that prove to be defective in materials or workmanship. If Dell or its authorized representative is not able to repair the product, we will replace it with a comparable product that is new or refurbished.

When you contact us via phone or web, we will issue a Return Material Authorization Number for you to include with your return. You must return the products to us in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the product to you freight collect. When you contact us regarding smartphone or tablet products, we may require a valid credit card number at the time you request a replacement product, but we will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product. If we do not receive your original product within 10 days, we will charge to your credit card or invoice you the then-current standard price for the product

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store.

If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

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). Remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC Cards. We are not responsible for any of your confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.

During the remaining years: For any remaining period of the limited hardware warranty, we will replace any defective part with new or refurbished parts, if we agree that it needs to be replaced. Customers must return the defective part to Dell. When you contact us, we may require a valid credit card number at the time you request a replacement part, but we will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty, as the limited hardware warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States, (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). We are not responsible for lost or corrupted data.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us a service contract with one of our third-party service providers, please refer to that contract for details on how to obtain service.

See www.dell.com/servicecontracts for more details.

How will you fix my product?

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Dell, some of which were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited hardware warranty for the product you bought. Dell owns all parts removed from repaired products.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current owner transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-branded memory may not be transferred. You may record your transfer by going to Dell's Web site:

\* If you are an Individual Home Consumer, go to www.dell.com/us/en/dhs/topics/sbtopic\_015\_ccare.htm

\* If you are a Home Office, Small, Medium, Large, or Global Commercial Customer, go to www.dell.com/us/en/biz/topics/sbtopic\_ccare\_nav\_015\_ccare.htm

\* If you are a Government, Education, or Healthcare Customer, or an Individual Home Consumer who purchased through an Employee Purchase Program, go to www.dell.com/us/en/pub/topics/sbtopic\_015\_ccare.htm

If you do not have Internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell's sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell's terms and conditions of sale located at www.dell.com Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded and NextLifeTM Ink by Dell printer consumables (ink cartridges, toner cartridges, photo print packs, and photo paper) for the U.S., Canada, and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges and genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice. Dell warrants to the original purchaser of NextLife Ink by Dell ink cartridges that they will be free from defects in material and workmanship for one year beginning on the date of invoice. Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90-days beginning on the date of invoice. If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. Dell-branded toner and cartridges, including NextLife Ink by Dell ink cartridges, are optimized for use on Dell's portfolio of laser and inkjet printers. Please note that use of non-Dell branded or refilled cartridges may result in damage to your printer or degraded print quality. This limited warranty does not apply to the following: (i) ink or toner cartridges that have been refilled or improperly stored, (ii) damage caused by the use of non-Dell branded or refilled ink or toner cartridges, or (iii) damage to your printer or ink or toner cartridges due to problems resulting from misuse, abuse, accident, neglect, mishandling, incorrect environments, or wear from ordinary use.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FOR THE IN THIS WARRANTY STATEMENT. FOR CANADIAN CUSTOMERS, EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT. FOR U.S. CUSTOMERS, ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Limited Lifetime Warranty for Dell-Branded Tape Media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product, or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice, or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit www.dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. FOR CANADIAN CUSTOMERS, EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT. FOR U.S. CUSTOMERS, ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED LIFETIME WARRANTY. SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Dell Equallogic Warranty and Support Information

Limited Warranty

This Limited Warranty is made as of the date of shipment of the Products to the Customer (the "Effective Date") by and between Dell Inc, its subsidiaries and affiliates, with offices at 300 Innovative Way, Suite 301, Nashua, NH 03062 ("collectively "the Company"), and the Customer (as defined below).

1. Definitions.

In addition to the terms defined elsewhere in this Agreement, the following terms whenever used in this Agreement shall have the following meanings:

"Customer" means the end user of the Products.

"Hardware" means the Dell EqualLogic PS Series branded array hardware along with any end user manuals supplied by the Company.

"Maintenance Releases" means any update, upgrade, revision, patch, bug fix or an improved, upgraded or enhanced version of the Products released by the Company to which Customer is rightfully entitled by way of a valid maintenance agreement, warranty, or other Company offering. Third Party Products are excluded and subject to their own terms and conditions.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software or hardware media, which are readable and usable by computer equipment, but not generally readable by humans without reverse assembly, reverse compiling, reverse conversion, reverse engineering and/or any other disassembly or decompilation.

"Product(s)" means, collectively, the Hardware and Software which may be supplied to Customer.

"Software" means all components of the Company's storage management software and related documentation made generally available by the Company from time to time not accompanied by its own license agreement. The term "Software" shall include any and all software, scripts, firmware, and microcode running on Hardware or any computer system, including all Maintenance Releases supplied in accordance with this Agreement. The Software shall be provided in Object Code form only. No source code will be provided.

"Third Party Products" means any hardware or software licensed or distributed by the Company to Customer that is not owned by the Company.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, THE COMPANY MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

This Limited Warranty applies only to Products sold by the Company or their authorized resellers.

The Company warrants that the Products that you have purchased from the Company, or their authorized resellers, are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the later of the date of shipment from the Company or its authorized resellers to you. Products must be registered with the Company to receive warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Product is required within the Limited Warranty period. This Limited Warranty extends to the original end user purchaser and is not transferable. This Limited Warranty is applicable in all countries and will be honored in any country where the Company or their authorized service providers offer warranty service, subject to the terms and conditions set forth in this Limited Warranty. Warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase.

Replacement parts may be new or refurbished equipment. Replacement parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Product in which they are installed, whichever is longer.

During the Limited Warranty Period, the Company will repair or replace any defective component. This is your exclusive remedy for defective products. The Company reserves the right to elect, at its sole discretion, to give you a refund of your purchase price instead of a replacement. All component parts or Products removed under the Limited Warranty become the property of the Company. The Limited Warranty does not apply to expendable parts and does not extend to any Product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, improper installation, abuse or other external causes, including but not limited to fire, earthquake, flood, natural or unnatural disaster, exposure to chemicals (or levels of chemicals) not ordinarily found in a computer operating environment, or act of God; (b) by operation outside the usage parameters (including, but not limited to, temperature maximums) stated in the user documentation that shipped with the Product;(c) by use of parts not manufactured or sold by the Company; or (d) by modification or service by anyone other than (i) the Company, (ii) a Company authorized service provider, or (iii) your own installation of end user replaceable Company parts.

Although the Company is not under any obligation to provide warranty service for Product damaged in any of the ways mentioned herein, the Company may, in its sole discretion, agree to provide additional service for such Products if, after inspection by an authorized Company representative, the Company determines that the Product is still in acceptable operating condition.

These terms and conditions constitute the complete and exclusive warranty agreement between you and the Company regarding the Product you have purchased. These terms and conditions supersede any prior agreements or representations, including representations made in Company sales literature or advice given to you by the Company or an agent or employee of the Company that may have been made in conjunction with your purchase of the Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of the Company.

THE ABOVE WARRANTIES DO NOT APPLY TO DEFECTS RESULTING FROM IMPROPER OR INADEQUATE MAINTENANCE BY CUSTOMER; UNAUTHORIZED MODIFICATION; IMPROPER USE; OPERATION OUTSIDE OF SPECIFICATIONS OR SUPPORTED CONFIGURATIONS FOR THE PRODUCT; ABUSE, NEGLIGENCE, ACCIDENT, LOSS OR DAMAGE IN TRANSIT; IMPROPER SITE PREPARATION; OR UNAUTHORIZED MAINTENANCE OR REPAIR. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS SUPPLIED WITH THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, THOSE INSTRUCTIONS RELATING TO SAFETY MEASURES TO BE OBSERVED WHEN INSTALLING AND/OR PERFORMING MAINTENANCE ON THE PRODUCT.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR PRODUCT ON THE STORAGE MEDIUM OF YOUR CHOOSING AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATIONS, OR LOSS OF DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL DATA. THE COMPANY IS NOT RESPONSIBLE FOR THE PRESERVATION OF ANY DATA OR THE PROTECTION OF ANY CONFIDENTIAL OR PROPRIETARY INFORMATION CONTAINED IN ANY PRODUCT, NOR IS THE COMPANY RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY DELL OR EQUALLOGIC WHEN THE PRODUCT IS MANUFACTURED.

2. Warranty Period and Replacement Parts.

The warranty period for a Product is a specified, fixed period commencing on the original date of shipment from Dell to the Purchaser of the Product.

Warranty Service on Dell EqualLogic Products

\* 1 year next business day replacement on parts

\* 1 year Software updates

\* 1 year telephone & email support during local business hours, excluding local national holidays

Note: Service offerings may vary by geographic region. For supported Products purchased from Dell Value Added Resellers ("VAR"), the Customer may contact Dell or the VAR to identify applicable service levels.

Enhancements to this limited warranty may be purchased through a separate Service Partnership Agreement available on your Product Contact your nearest Dell Sales office for more information.

During the Limited Warranty period, the Company will repair or replace defective parts returned to the Company's facility. As part of warranty repairs, the Company may require that the system software/firmware be brought up to date. To request Limited Warranty parts replacement service, you must contact the Company's Customer Service Department within the Limited Warranty period. If Limited Warranty parts replacement service is required, the Company will issue a Return Material Authorization (RMA) Number.

If a part to be replaced falls within the warranty period, the Company will ship the replacement part via express shipping prior to receiving the defective part from you. You must ship the defective part back to the Company in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. If the failed part is not received by the Company within fifteen (15) business days from the date the replacement part was dispatched to customer, or the unit is not returned in the specified packaging, the customer will be invoiced at the list price for the replacement part.

The package must be labeled on the exterior of the shipping carton with the RMA number provided by the Company customer service. Products returned will not be accepted if there is damage due to external causes, including accident, abuse, misuse, natural and unnatural disasters, acts of God, problems with electrical power, servicing not authorized by the Company, usage not in accordance with product instructions, failure to perform required preventive maintenance, problems caused by use of parts and components not supplied by the Company, and damage incurred during shipment of defective parts to the Company for repair. If damage is evident from these causes, the CUSTOMER will be invoiced at the list price for the replacement parts.

Contacting Support

If your product fails during the warranty period and the troubleshooting suggestions in the product documentation do not solve the problem, you can receive support by contacting the Company via telephone:

http://support.dell.com/support/topics/global.aspx/support/enterprise\_support/en/equal\_logic?c=us&l=en&s=gen

Country Telephone

Australia 1800-733-313

Austria 0820 240 58 256

Belgium 0248 28 690

China 800 858 2606

Czech Republic 22 537 2969

Denmark 32 87 5045

European Union (EU) / Emerging Markets EMEA +44-207-026-0021

Finland 207 533 566

France 0825 004 686

Germany 699 792 2064

Greece 210 812 8918

Holland 0206 74 59 14

Hong Kong 2969-3196

India 1800-425-8045

Ireland 1850 964 270

Italy 269 63 3793

Japan 0120-912-740

Korea 080-860-9918

Luxembourg 24871036

Macau 0800-105

Malaysia 1800-088-1304

New Zealand 800-44-3561

Norway 67 11 75 16

Poland 22 579 5978

Portugal 217 61 6090

Singapore 1800-394-7447

Slovakia 25 750 6981

South Africa 11 709 7729

Spain 902 003 685

Sweden 8 5900 5516

Switzerland 0848 33 00 92

Taiwan 801-601-269

Thailand 1800-006-0005

UK 0844 444 3844

USA / Canada 800-945-3355

Be sure you have the following information available before you call:

\* Product service tag, model name, and model number

\* Applicable error messages

\* Operating system type and revision

\* Make and model of any iSCSI initiators

Out of Warranty / Out of Support Services

Out of warranty / Out of Support services are available from the Company under the Company's standard terms and conditions.

Dell KACE Limited Hardware Warranty and Support Information

Dell warrants that all Dell KACE or KACE- branded hardware products delivered by or on behalf of Dell to a licensed end user ("KACE Hardware") will be free from defects in materials and workmanship for a period of 3 years from the date of shipment to the end user.

This limited hardware warranty does not cover:

\* Software, including the operating system, KBOX Agent software, and software added to the KACE Hardware products through our factory-integration system, third-party software, or the reloading of software

\* Problems that result from:

External causes such as accident, abuse, misuse, or problems with electrical power

Servicing not authorized by Dell;

Usage that is not in accordance with product instructions;

Failure to follow the product instructions or failure to perform preventive maintenance ;

Problems caused by using accessories, parts, or components not supplied by Dell;

Products with missing or altered Service Tags or serial numbers;

Products for which Dell has not received payment; or

Normal wear and tear.

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WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

What do I do if I need warranty service?

Before the warranty expires, please contact us or our authorized representatives via our website: www.kace.com/support . Please also have your Dell Service Tag or order number available.

What will Dell do?

During the limited hardware warranty period, Dell or its authorized representative will repair any KACE Hardware products that prove to be defective in materials or workmanship. If Dell or its authorized representative is not able to repair the product, we will replace it with a comparable product that is new or refurbished.

If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis.

NOTE: YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR PRODUCT ON THE STORAGE MEDIUM OF YOUR CHOOSING AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATIONS, OR LOSS OF DATA. BEFORE RETURNING ANY PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL DATA. DELL IS NOT RESPONSIBLE FOR THE PRESERVATION OF ANY DATA OR THE PROTECTION OF ANY CONFIDENTIAL OR PROPRIETARY INFORMATION CONTAINED IN ANY PRODUCT, NOR IS DELL RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY DELL WHEN THE PRODUCT IS MANUFACTURED.

How will you fix my product?

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Dell, some of which were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited hardware warranty for the product you bought. Dell owns all parts removed from repaired products.

May I transfer the limited hardware warranty?

No. Limited hardware warranties on KACE Hardware are not transferrable.

Support and Training

KACE Appliance Installation Support. First time purchasers of KACE Hardware are required to purchase a KACE JumpStart Program at the time of purchase of their initial KACE Hardware. In connection with the KACE JumpStart Program, KACE or a KACE authorized third party will deliver online training to assist you in the installation and basic configuration of the KACE Hardware. This training will also include exercises that enable deployment of KACE Agent Software on up to 150 managed machines as well as instructions on how to successfully deploy KACE Agent Software on the remaining managed machines (if any). The KACE JumpStart Program consists of a fixed number of two hour sessions depending on the specific model and modules purchased.

Standard Appliance JumpStart 2 sessions

Standard Bundle JumpStart 4 sessions

Enterprise Appliance JumpStart 6 sessions

Enterprise Bundle JumpStart 12 sessions

These sessions must be completed within 60 days of the initial KACE Hardware shipment. Sessions not completed within that time period can be purchased separately at the then current price levels. Dell KACE Support Services. In order for the KACE products to remain fully updated and current with all patches, you must purchase ongoing Software support services. First time purchasers of KACE Hardware or Software are required to purchase support services covering their first year of use at the time of purchase of their initial KACE Hardware or Software. Thereafter, you must elect to continue to purchase annual support services in order to continue to receive support covering the Software, whether delivered together with the KACE Hardware or separately. A description of the technical support services is available at www.kace.com/support. For so long as you maintain a continuous and up-to-date support services contract, you will also be entitled to software patches, upgrades and updates as described in the Dell KACE Software End User License Agreement available at: www.dell.com/softwarelicenseagreement.

Fee for Reinstatement of Lapsed Support Services. In the event that you elect to discontinue support services, or allow support services to lapse, you will not be entitled to receive any patches, upgrades, updates or other software support services, as described above. In addition, if you later desire to reinstate the Dell KACE support services, you may do so but will be required to pay an amount equal to the sum of: (a) all fees for support services that you would have been required to pay between the date of termination and the date of the reinstatement had the support services remained continuously in effect, (b) the then-current annual fee for support services, and (c) a reinstatement fee equal to 25% of the then-current annual support services fee.

Other Professional Services. Professional services activities such as custom integration, unique installation services, script development, data integration and custom packaging may be available from Dell at an additional cost. For a list of current service offerings available for purchase, see: www.kace.com/support

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