Terms and Conditions of Sale

Purchases of Dell products and services are governed by one of the following terms and conditions. Please review carefully.

U.S. Terms and Conditions of Sale -- Direct (Applies to all direct purchases-by internet, phone, or Dell Direct Store)

Retail Purchaser End User Agreement (Applies to all purchases from retail sellers)

Terms and Conditions of Sale for Persons or Entities Purchasing to Resell (Applies to all purchases of products that buyer intends to resell to others)

Site Terms (Governs use of Dell's web site)

U.S. Terms and Conditions of Sale - Direct (Applies to all direct purchases-by internet, phone, or Dell Direct Store)

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

NOTE: These U.S. Terms and Conditions of Sale apply to direct purchases made from Dell by phone, the Internet, or the Dell Direct store.

These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by Dell, including its affiliates or subsidiaries. By placing your order for Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be subject to these terms and conditions, you must promptly cancel your order before it goes into production. If you return your purchase within 21 days, we'll refund your purchase price minus shipping, handling, and up to a 15% restocking fee. You may also be responsible for the cost of the return shipping back to Dell. See: www.dell.com/returnpolicy THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH DELL, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER DELL TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

1. Other Documents. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Dell. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained at https://support.dell.com/dellcare/Invoice.aspx or by contacting your sales representative.

2. Payment Terms; Orders; Quotes; Interest. Terms of payment are within Dell's sole discretion, and unless otherwise agreed to by Dell, payment must be received by Dell prior to Dell's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Dell. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. Dell may invoice parts of an order separately. Your order is subject to cancellation by Dell, in Dell's sole discretion. Unless you and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system. Dell is not responsible for pricing, typographical, or other errors in any offer by Dell and reserves the right to cancel any orders arising from such errors. Invoices must be paid within 30 days of the invoice date. For all but consumer purchases, Dell reserves the right to charge you a late penalty charge of 1.5% per month applied against undisputed overdue amounts or the maximum rate permitted by law whichever is less. Every 30 days thereafter, you will continue to be charged an additional late penalty charge.

3. Shipping Charges; Taxes; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from Dell to Customer upon shipment to Customer. Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify Dell within 21 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide Dell with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping and delivery dates are estimates only.

4. Warranties. THE LIMITED WARRANTIES APPLICABLE TO DELL-BRANDED HARDWARE PRODUCT CAN BE FOUND AT www.dell.com/warranty OR IN THE DOCUMENTATION DELL PROVIDES WITH DELL-BRANDED PRODUCT. DELL MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-DELL BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY DELL "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY DELL. DELL MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN DELL'S APPLICABLE DELL-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. DELL-BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE ON PAYMENT IN FULL, AND DELL IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL DELL RECEIVES PAYMENT IN FULL. DELL MAY REQUEST CANCELLATION OF THIRD-PARTY-BRANDED SOFTWARE LICENSES, SERVICES, MAINTENANCE OR SUPPORT IF DELL DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.

5. Software. All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms. Title to software remains with the applicable licensor(s).

6. Return Policies; Exchanges. Dell's return policy can be found at www.dell.com/returnpolicy and you agree to those terms. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees, including up to a 15% restocking fee, may apply. If you fail to follow the return or exchange instructions and policies provided by Dell, Dell is not responsible for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At Dell's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.

7. Changed or Discontinued Product. Dell's policy is one of ongoing update and revision. Dell may revise and discontinue Product at any time without notice to you and this may affect information saved in your online "cart." Dell will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.

8. Service and Support.

1. Consumer Customers. Service offerings may vary. In addition to these terms and conditions, Dell and/or your third-party service provider may provide such service and support to you in accordance with term and conditions of Dell Service Descriptions located at www.dell.com/servicecontracts or as otherwise delivered to you. Dell and/or your third-party service provider may in their discretion revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you.Your purchase of services is pursuant to this Agreement and the terms and conditions of Dell Service Descriptions, if applicable, published online at the time of your purchase. Dell has no obligation to provide service or support until Dell has received full payment for the Product or service/support contract you purchased. Dell is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not Dell. It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). Dell and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Dell or your-third-party service provider. Dell and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Dell and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause Dell or your third-party service provider to be liable for copyright infringement if such data was copied by Dell and/or your third-party service provider. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new or reconditioned.

2. Commercial Customers, including Small, Medium and Large Business and the Public Sector Customers. Services and/or support offerings are provided to you pursuant to Dell's Customer Master Services Agreement ("CMSA"), which is available for review at www.dell.com/servicecontracts and incorporated herein in its entirety by reference.

9. Limitation of Liability. DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, DELL IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

10. Not For Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export. Dell has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: www.dell.com/terms/#reseller.

11. 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, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Dell's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

12. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) or JAMS. Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Consumer claimants (individuals whose transaction is intended for personal family or household use) may elect to pursue their claims in small-claims court rather than arbitration.The arbitration or small-claims court proceeding will be limited solely to the dispute or controversy between customer and Dell.In any dispute,NEITHER CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' dispute resolution agreement, and if found unenforceable, the entire arbitration and dispute resolution provision shall not be enforced.The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any individual consumer's arbitration fees. If any customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. For information on AAA or JAMS, contact the following: American Arbitration Association, 335 Madison Avenue, 10th Floor, New York, NY 10017, www.adr.org; JAMS, 45 Broadway, New York, NY 10005, (800) 352-5267, www.jamsadr.com.

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