

Service Description: CompleteCover™ and/or CompleteCover™ Guard

Introduction

Dell™ delivers a series of Services to satisfy our customer's needs. In the rigorous world of computing, accidental damage can sometimes occur. CompleteCover™ is an optional service offering for designated Dell notebooks, desktops, PDA, projectors and LCD TV's that provides a repair / replacement part/system in the event of accidental damage. CompleteCover™ Guard is another service offering that extends the coverage provided within Dell's CompleteCover service offer by adding the additional benefit of system loss protection due to theft accompanied by forcible or violent entry.

CompleteCover Guard Service is only available with the purchase of a Latitude™ or Inspiron™ notebooks, or Dimension™ or OptiPlex™ or Dell Precision™ desktop (the "Product").

CompleteCover Service is only available with the purchase of a Latitude or Inspiron notebooks or Dimension or OptiPlex or Dell Precision desktop, or Axim™ PDA or Dell branded Projectors, or Dell branded LCD TV (the "Product")

But it is not necessary that you purchase CompleteCover or CompleteCover Guard Service to buy a Product from us. Our invoice to you for the Product will indicate whether you have purchased CompleteCover or CompleteCover Guard Service, and will serve as your receipt.

Service Overview

CompleteCover is Dell's repair and replacement service for notebook, desktop, PDA, projector or LCD TV users. CompleteCover provides you a repair or replacement of your Latitude or Inspiron notebook, your Dimension, Dell Precision or OptiPlex desktop or Axim PDA, or Dell branded Projectors, or Dell branded LCD TV for any damage that is caused by accidents - it helps protect your notebook, desktop, projector, PDA or LCD TV against the rough and tumble world of mobile computing.

CompleteCover Guard is Dell's repair and replacement service for notebook and desktop computer users. CompleteCover Guard gives you a benefit beyond that provided by CompleteCover as CompleteCover Guard provides a system replacement in the event of theft from the office, home or locked vehicle accompanied by forcible or violent entry. This new service completes your IT needs by providing organizations and individuals with protection from the hefty cost of replacing a stolen desktop or notebook.

A supplement to our 1 or 2 or 3 years limited warranty, it covers non-intentional, accidental damage or loss for 1 or 2 or 3 years, depending on your purchase of the Service.

This is the Service Agreement (this "Agreement"). Under the terms and conditions of this Agreement, for your one-time payment to us of the "Total Local List Price" plus any applicable taxes, Dell ("we," "us" or "Dell") will provide you with CompleteCover Service or CompleteCover Guard Service, as limited in this Agreement, on the Product that you purchased from us. You should read this Agreement in its entirety and review all of the terms and conditions of CompleteCover Service or CompleteCover Guard Service.

Term.

This Agreement begins on the date you receive the Product from us and expires on the contract expiration date corresponding to the 1, 2, or 3 year for CompleteCover and CompleteCover Guard Service term purchased.

CompleteCover Service is applicable only for Products located within applicable countries in Asia Pacific or in due course of transit within the Asia Pacific region and it is non-transferable outside the Asia Pacific countries.

Repair and/or Replacement Service.

During the term of this Agreement and subject to the limitations in this Agreement, we will repair and/or replace the Product as necessary to correct any damage to the Product, which occurs by accident, during the usual and customary usage of the Product. Below are some examples of how we will repair or replace the Product under CompleteCover.

Cause of Damage	Resolution description
Liquid spilled on or in unit	Repaired or unit replaced
Drops, falls and other similar impact	Repaired or unit replaced
Electrical surge	Repaired or unit replaced
Damaged or broken LCD	Repaired
Accidental breakage (multiple pieces)	Repaired or unit replaced

If we repair your Product, 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. At our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Product. However, Dell is the only party obligated to provide service under this Agreement.

If we decide that it is necessary to replace the Product rather than repair it, you will receive a Product equivalent to or better than the Product you originally purchased from us, as determined by us in our sole and reasonable discretion. To receive repair or replacement of a Product, you must return the damaged Product to us in its entirety. You shall be responsible for payment of any damaged Product which is not returned to us.

Product Included/External Components Excluded.

2.1. Notebooks

Only the central processing unit, mother-board, internal memory, power adapter, palm rest, internal fan, internal keyboard, internal hard drives, internal disk or CD/DVD ROM drives, touch pad, acupoint, internal modems, internal network card, chassis and the computer's built-in LCD are qualified.

2.2. Desktops

Only the central processing unit, keyboard, mouse, internal hard drives, internal memory, built-in or internal network card or modem, power supply fan, power supply unit, CD/DVD ROM drives, chassis and the computer's original monitor (when invoiced as part of system order purchase) are qualified.

Your purchase of CompleteCover Service and the terms of this Agreement does not cover peripheral devices, such as docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks, external keyboard on notebooks, and other computer components not internal to the Product.

This Agreement is for hardware only. CompleteCover Service does not cover any damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product, including without limitation, Dell's Custom Factory Integration ("CFI") items. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace CFI items that may otherwise be excluded components.

2.3. Peripherals

- 2.3.1 Only parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, remote controls, Lens, Lens cover, card reader slot, LCD TV stand, Projector or LCD TV screen, synchronization cradles or cables shipped with peripherals are qualified.
- 2.3.2 This Agreement does not cover externally-attached devices, components, cases, television, monitor, wall mounts or wiring classified as 'accessories' or 'consumables' and not built in or on the base unit, such as batteries, light bulbs, ceiling mount kit, memory disks or disk, disposable memory devices, carrying cases or stylus pens, or any other components not internal to the Product, or other parts/components requiring regular use maintenance. CompleteCover Service does not cover any software shipped with peripherals.

In the event of a system or part replacement which may require access to an optical device and the customer has opted out of an optical device, Dell reserves the right to decline service until the customer grants Dell access to an optical device to enable support and serviceability.

EXCLUSIONS:

Damage caused by acts of God or natural disasters, animals, pets, pests, intentional acts, fire, or theft (unless you have purchased CompleteCover Guard), is not covered under CompleteCover. Some examples of damage that would not be covered are:

Cause of Damage	Resolution description
Damaged in a fire	Not covered
Damage by acts of God (flood, rain, typhoon, lightning)	Not covered
Damage by any animal, including pets(cats, dogs) or pests (termites, rats)	Not covered
Intentional damage (E.g. having hammer marks)	Not covered
Stolen unit	Not covered - Unless you have also purchased CompleteCover Guard
Wear and tear from ordinary and customary use	Not covered

Exclusions to CompleteCover Guard

- Theft by you or any of your employees and/or family members.
- Theft or attempted theft not accompanied by forcible and violent entry.
- Theft from public areas, whether or not there is evidence of forcible and violent entry, including but not limited to Hotel rooms and lobbies, Restaurants, Lockers, Bars.
- Loss of any kind whilst the Product is in-transit including but not limited to during the course of carriage as checked-in luggage or via postal, courier service
- Damage or loss occasioned by or happening through:
 - Recovery or repossession of the Product for any reason whatsoever;
 - Fraud or dishonest acts on your part or on the part of any of your employees acting alone or in collusion with any other person or persons.
 - Unexplained inventory shortage or disappearance resulting from clerical or accounting errors, or delivery of materials to or from you.
 - Consequential loss of any kind.

Customer's Responsibilities:

CompleteCover Guard

All claims must be lodged using Dell's claim form within 7 days after making a police report and, where available a copy of the report must be provided to Dell, together with color photographs showing the point of forcible and violent entry e.g. broken door, lock, window with another photo showing the address of building, house, office or vehicle plate broken into. A detail police report would be required stating the events of how the entry was gained into the building, house or office in cases where a color photo is insufficient to show the point of forcible or violent entry. For further details on how to lodge a claim and claim form please refer to the website:

Australia: www.dell.com.au/completecover

New Zealand: www.dell.co.nz/completecover

Singapore: www.dell.com.sg/completecover

Malaysia: www.dell.com.my/completecover

Taiwan: www.dell.com.tw/completecover

Hong Kong: www.dell.com.hk/completecover

CompleteCover

On the event of any damage which might give rise to a claim under this Agreement you shall:

- Notify Dell as soon as possible;
- Take all reasonable steps to minimize the extent of any damage;
- Preserve damaged parts and make them available for inspection by Dell;
- Provide all information and documentary evidence with respect to the claim as Dell may reasonably require.

Upon notification of a claim being given, you must give Dell an opportunity to inspect the loss or damage before any repairs or alternations are effected. If there is no inspection carried out by Dell within seven (7) days having regard to the location of the risk, weather conditions and or any relevant factors, Dell may NOT proceed with such repairs or replacement.

Important Additional Information

CompleteCover

When you call Dell, a Dell's Technical Support will ask for the Service Tag number located on your Product. Once the technical support has verified your purchase of CompleteCover Service, he or she will ask you a series of questions to assess the extent and cause of damage to the Product. You must cooperate with the technical support to ensure that the Product is properly serviced. At our discretion, the technical support will either send you a replacement part for you to install on the Product or dispatch a service engineer to your location within the Territories as defined below or give you directions to ship the Product to our repair facility. So long as you follow our directions, we will pay for all shipping charges to the return of the Product to our repair facility. In some cases, where we can determine over the telephone that a replacement Product will be necessary, we may, in our discretion, ship you a replacement Product immediately. However, if you fail to return the damaged Product to us, you agree that you are responsible for the retail price of the replacement Product.

Limitations of CompleteCover Service.

This Agreement does not cover and we are not obligated to repair or replace:

- Any Notebooks and Desktops located outside of the following countries in Asia Pacific: Australia, New Zealand, Singapore, Malaysia, Thailand, Taiwan, South Korea, India, Hong Kong, and China.
- Any Peripherals located outside of the country of purchase i.e.
 - Axim: Australia or New Zealand, or Singapore or Malaysia or Hong Kong or China

- Dell branded Projectors: Australia or New Zealand or Singapore or Malaysia or Hong Kong or China.
- Dell branded LCD TV: Australia and Singapore.
- CompleteCover Service is applicable only for Products located within the Asia Pacific or in due course of transit within the Asia Pacific region and it is neither non-transferable nor refundable outside the Asia Pacific countries.
- Any damage to the Product that is cosmetic only or otherwise does not affect Product functionality. Under this Agreement, we are not obligated to repair wear and tear on the Product and other superficial items, such as scratches and dents that do not materially impair your use of the Product.
- Any Product that anyone other than Dell or a person we designate has tried to repair. Any repair or attempted repair on the Product 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 Product.
- Any Product that is lost or stolen if you did not also purchase CompleteCover Guard (where it is available).
- There will be a maximum of one (1) whole unit replacement allowed per contract year, at Dell's discretion, over the contract period.
- Any Product that is damaged by fire from an external source or that is intentionally damaged or damage caused by any animal, including pets (cats, dogs) or pests (termites, rats). If we find evidence of intentional damage, we are not obligated to repair or replace the Product.
- Any recovery or transfer of data stored on the Product. **You are solely responsible for all data stored on the Product.** We do not provide you any data recovery services under this Agreement. Neither will Dell be responsible for any confidential data on the damaged unit, which must be returned to Dell at all times. 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 will be compatible with the replacement Product.
- Any damages arising from acts of God or natural disasters.

CompleteCover Guard

When calling to report a theft under the CompleteCover Guard replacement policy you will be requested by Dell's Customer Care to provide the Service Tag number located on your Product. Once the Customer Care has verified your purchase of CompleteCover Guard Service, he or she will ask you a series of questions and also request for a police report, Dell's claim form to be filled and a color photograph of the forcible entry to be submitted to us. You must cooperate with Dell's Customer Care and ensure that all the documents requested for are provided in order to be eligible for a replacement unit.

Limitations of CompleteCover Guard Service.

This Agreement does not cover and we are not obligated to repair or replace:

- Any Product lost or stolen outside the country of residence i.e. Australia or New Zealand or Singapore or Taiwan or Hong Kong. It is neither transferable nor refundable outside of these five (5) countries.
- Any damage to the Product that is cosmetic only or otherwise does not affect Product functionality. Under this Agreement, we are not obligated to repair wear and tear on the Product and other superficial items, such as scratches and dents that do not materially impair your use of the Product.
- Any Product that anyone other than Dell or a person we designate has tried to repair. Any repair or attempted repair on the Product 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 Product.
- There will be a maximum of one (1) whole unit replacement allowed per contract year, at Dell's discretion, over the contract coverage period.
- Any Product that is damaged by fire from an external source or that is intentionally damaged or damage due to pest, animals or pets. If we find evidence of intentional damage, we are not obligated to repair or replace the Product.
- Any recovery or transfer of data stored on the Product. You are solely responsible for all data stored on the

Product. We do not provide you any data recovery services under this Agreement. Neither will Dell be responsible for any confidential data on the damaged unit, which must be returned to Dell at all times. 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 will be compatible with the replacement Product.

- Any damages arising from acts of God or natural disaster.
- Any claim which is not substantiated by a color photo showing signs forcible entry or a detail police report indicating forcible entry to a lock building or vehicle or office.

Limitation of Liability. NEITHER DELL NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, 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 PRODUCT COVERED BY THIS AGREEMENT.

Transferability. You may transfer this Agreement to subsequent owners of the Product within Asia Pacific countries. We will provide CompleteCover Service for the term of this Agreement to all subsequent owners of the Product, but before we provide CompleteCover Service to a subsequent owner, it is the responsibility of the subsequent Product owner to provide us with Service Tag and/or invoice information to verify the purchase of CompleteCover Service by the Product's original owner. CompleteCover Guard Service is not transferable outside of these five (5) countries i.e. Australia, New Zealand, Singapore, Hong Kong and Taiwan.

Cancellation. This Agreement is dated as of the date you receive the Product from us. We may cancel this Agreement if you fail to pay us the Total Local List Price for CompleteCover Service or CompleteCover Guard 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 effective date of cancellation, which will not be less than ten (10) days from the date we send notice of cancellation to you. Further information can be obtained from your local Dell office.

Additional Remedies. **This Agreement is not a warranty.** The Product you purchase from us may also come with a limited warranty from Dell or third party manufacturers of Products we distribute. Please consult our limited warranty statements for your rights and remedies under those limited warranties.

Entire Agreement. This Agreement is the entire Agreement between you and us with respect to its subject matter and none of our employees or agents may orally vary the terms and conditions of this Agreement.

Precautions to prevent loss and/or damage

You shall at your own expense take all reasonable precautions to prevent loss and/or damage and to comply with statutory requirements and manufacturers recommendations relating to the safeguarding and operation of the Product.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by you or anyone acting on your behalf to obtain any benefits under this agreement or if any loss be occasioned by your willful act or your connivance, Dell, without prejudice to any other rights Dell may have under this agreement, is entitled to refuse the claim.

The Product purchased by you is governed by Dell's standard Terms and Conditions of Sale, Service and Technical Support, which are available on request or at www.dell.com/ap/services/T&C. **In the event of a conflict between this document and such terms and conditions, this document shall prevail. Dell reserves the right to make improvements or changes to this document and the products and services described at any time, without notice or obligation.**

Failure to follow the procedures set out in this document may result in a rejection of your claim.

Claims of Confidentiality or Proprietary Rights. Customer agrees that any information or data disclosed or sent to Dell, over the telephone, or otherwise, in relation to any claim made under CompleteCover Service and CompleteCover Guard Service is not confidential or proprietary to Customer.

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