



## Dell Channel Partner Agreement

### 1. What is this document?

- 1.1 This document (“**Agreement**”) forms a contract between Dell and companies that trade in reselling computer hardware, software and associated products (including printers and consumables) and services (collectively “**Products**”) to other businesses and consumers, in circumstances where the Dell Products are resold ‘as is’ and without modification and where those other businesses or consumers will be the end users of the Products and will be located in the country to which Dell has shipped the Products.
- 1.2 If your business wants to buy Products from Dell to resell in the way described in section 1.1, then this Agreement (and any other documents referred to within this document) applies to the relationship between your business and Dell and – we will refer to your business as “**you/your**” throughout the document and to applicable Dell group companies as “**we/us/Dell**”. We may also refer to a “**Party**” to the Agreement -meaning you or us or “**the Parties**” to the Agreement – meaning you and us – when appropriate.
- 1.3 The Dell company/ies with whom you are contracting is dependent upon the country/ies in which you are located. Details are provided in the table at the bottom of this Agreement.
- 1.4 This Agreement and the other documents explicitly referred to in this Agreement form your contractual relationship with Dell and record the basis upon which you may purchase Products from us and resell those Products. These documents collectively replace all previous written and oral agreements, understandings and commitments between you and us. Both Parties accept that they have relied only on the content of this Agreement and the other documents explicitly referred to in this Agreement in making a decision to enter into this Agreement.
- 1.5 This Agreement takes precedence over the terms and provisions of all documents (including the Program Guide referred to in section 2, where Resellers have signed up to become Partners) that are referred to within it. This Agreement, the Program Guide and any resale specific addendums and Product descriptions shall take precedence over any standard Dell documentation and over any standard terms and conditions that may be attached to your or to our standard order requests, order confirmations or invoices.
- 1.6 In case of discrepancies between the below documents, they shall apply internally in the following order, and, if applicable, where the latter version prevails over any former version:
- 1.6.1 this Channel Partner Agreement, including the Appendices any updates or amendments;
  - 1.6.2 the Program Guide (where relevant);
  - 1.6.3 any resale specific Addenda (if any);
  - 1.6.4 Product descriptions; and
  - 1.6.5 any other documents or schedules referred to in this Agreement.
- 1.7 If your business wants to buy Products from Dell to resell as part of an ‘Original Equipment Manufacture’ (OEM) solution to a third party customer, whether or not such Products will be Custom Factory Integration (CFI) services, this Agreement will not apply to such Product sales and an appropriate agreement should be made with Dell via its Industry Solutions Group.
- 1.8 This Agreement becomes effective between us when you place your first order request with us and remains effective until terminated in one of the ways specified in section 15 below.

### 2. Two Types of Relationship

- 2.1 There are two types of relationship that Dell is prepared to have with you. You can either be a standard reseller” “**Reseller**” of commercial or consumer Products for resale to business or consumer end users (this will be considered the default scenario and this Agreement will therefore apply even if you have not informed Dell of the reseller nature of your business) or, for resale of commercial Products to business end users only, a member of the Dell “PartnerDirect” Program “**Program**”– a “**Registered or Certified Reseller**”/”**Partner**”. 2.2 **If you are a Reseller** then we will usually direct you to a “Standard Reseller” version of our “Premier Pages” (“**Standard PP**”) online Product data and order placement system. We will administer our relationship with you through that Standard PP. You are responsible for keeping your relevant password or code confidential. This Agreement will combine with Product specifications and pricing on the Standard PP from time to time to form our entire contractual relationship with you in relation to Products which you order from us.
- 2.3 **If you have applied to be a be Partner**, your application and appropriate level of registration will be considered in accordance with criteria set out in the Program guide. Where you have been accepted onto the Program we will direct you to a special online Portal (“Portal”) and through this Portal to a special “Partner” version of our “Premier Pages” (“**Partner PP**”) online Product data and order placement system that we have will be tailored specifically to you. We will administer our relationship with you through the Portal and the Partner PP. You are responsible for keeping your relevant password or code confidential. You shall not grant any third party access to the Portal without prior written approval of Dell. This Agreement will combine with Product specifications and pricing on the Portal (including, but not limited to, the terms and conditions of any rebate



or other incentive schemes from time to time offered by Dell to Partners), the “**Program Guide**” contents on the Portal and the Partner PP to form our entire contractual relationship with you in relation to Products which you order from us. By applying to be a Partner, you agree that, if accepted, your company details (e.g. company name, corporate ID number, address, phone number, web address, partnership level, practice areas and contact names) will be made available publicly via [www.dell.com](http://www.dell.com) pages to customers seeking a Dell reseller, by means of a ‘Partner Locator’ or similar online tool. If you have operations in multiple countries / a single operation covering multiple countries, you must apply to be a Partner once in respect of each Dell legal entity detailed in the Dell contracting entities and jurisdictions table at the bottom of this Agreement.

### **3. About “Partnership”**

All companies which purchase Products from us for resale must be at least a Reseller. We use the term ‘Partner’ for some of our relationships but you and we agree that this Agreement does not create the obligations that apply to a legal partnership or similar relationship, and you and we will both continue to be independent contractors. Membership of the higher levels of the Program arises based on a merit based assessment. Further details of how to apply are available on request

### **4. Using our “Partner Logo” and Dell Copyright Images**

If you are a Reseller and have got our approval in writing (which we are entitled to refuse or to restrict) or you are a Partner, then you will be entitled to use the appropriate Dell Partner Logo, Dell Copyright Images and other Dell branded material for your specified level of participation in the Program, free of charge for the period of our contractual relationship. Please make sure that you comply at all times with the Terms and Conditions of Logo Use and/or Terms and Conditions of Dell Copyright Image Use, as applicable. If you are a Partner then you will find these terms and conditions on the Portal. If you are a Reseller then you must ask us for a copy of the guidelines when requesting approval to use our logos or images.

### **5. Respecting intellectual property**

5.1 The “Dell” Brand and our “intellectual property” including, but not limited to, all copyright, trade marks, service marks, patents, database rights, design rights, and domain names, whether registered or not) is very important to us. You may only use our intellectual property in ways that we have expressly told you in writing are acceptable to us. If you are a Partner then you will find those instructions on the Portal. If you are a Reseller then you must ask us for a copy of the instructions when requesting approval to use our intellectual property. When requesting approval to use our copyright Product images, you will be required to accept and comply with the Terms and Conditions of Dell Copyright Image Use.

5.2 We do not claim any rights to your intellectual property. Each of you and us will indemnify the other for claims made by others resulting from our respective use of their intellectual property.

5.3 If you have the right to use and deal with any third party intellectual property then your use of that intellectual property is based solely on any permissions granted by the third party and it is your sole responsibility to obtain such permission from the owners of those rights. Use of our CFI services, for adaptation of Products in accordance with customer requirements, are subject to you agreeing to our terms and conditions for that service which are available on request.

### **6. Order placement, confirmation of orders and Fitness for purpose**

6.1 You will place all orders through your Standard PP or Partner PP or in writing with your Dell account manager as applicable and will satisfy yourself before placing the order as to the suitability of the description of the Products for your needs or the needs of your end users. If you order on-line, Dell will issue to you user names and passwords (the “Purchase Codes”). By accepting and using the Purchase Codes, you acknowledge the validity of an electronic order, and agree to be responsible for full payment in respect of any Products ordered using such Purchase Codes. You are responsible for keeping the Purchase Codes confidential and controlling their use. If you believe that an unauthorised transaction has occurred on your account, please notify your Dell sales representative.

6.2 All orders shall be regarded as requests for Products and will not be binding upon us unless and until we have issued a formal order confirmation to you. Our Products are intended to be delivered as described in our Product descriptions – but are subject to availability and we reserve the right to make detailed changes to specification on an ongoing basis. Once an order confirmation has been issued by Dell, you are not entitled to cancel an order or part of it without our prior written consent, save where section 15.3 applies. Any variation in an order must be agreed in writing by the Parties.

6.3 We cannot warrant fitness for any particular purpose. In particular our Products are not designed to be used in any application or environment where absolute reliability is critical to performance of a process or to the safety of humans, animals, intellectual property or real property. The Reseller or Partner understands and agrees that Dell makes no assurances or warranties that the Products are suitable for any high-risk uses. Any intended application of this kind must be agreed to expressly in writing by us prior to the confirmation of the order for those Products.

6.4 If we help you to configure and to provision your order then this guidance will be provided as non binding suggestions only for which we will not accept liability unless agreed within specific parameters and in writing for individual orders with one of our Directors on a case by case basis. Consequently you must check and validate the suitability of all such suggestions and guidance yourself before placing the order.

6.5 When fulfilling an order we reserve the right to substitute Products that are equivalent in all respects to or enhanced from the Products that you have ordered, however we will not make any significant variations to the Products ordered without your agreement. We reserve the right to supply reconditioned parts for use as spares or repair items and may also sell complete reconditioned Products to you – provided that we are clear about the reconditioned state of the Product to you on or prior to the time when we fulfil the order.

## 7. Delivery and Returns

7.1 We will build, supply, and deliver the Products to you as set out in the order confirmation, using Dell's standard build and delivery processes or otherwise as may be agreed in writing between the Parties. In doing so, Dell is entitled to substitute the Product's components for components of equivalent or better specification. Delivery timing and lead time information provided by Dell at order confirmation is indicative only and Dell shall not be bound by delivery dates unless specifically agreed in writing between the Parties.

7.2 **"Delivery"** of a Product will take place when the Product is ready for unloading at the **"Delivery Location"** specified in the order confirmation or such other location agreed between the Parties in writing (including in circumstances where we have agreed to deliver to an end customer on your behalf). On Delivery you will unload the Product from the vehicle that delivered the Product. Risk for and title to Products will pass to you upon Delivery, at the Delivery Location.

7.3 You agree to notify us within 48 (forty-eight) hours of Delivery in the case of missing or damaged Products or Product cartons. You will notify us within 7 (seven) days if the any Product(s) or Product cartons comprising a Delivery is/are otherwise not in conformity with the relevant order, specifying the non-conformity details. If you do not notify us accordingly, you will be deemed to have accepted the Products on Delivery. Where there is any such notified non-conformity by you to us, we shall redeliver conforming Products, being the equivalent of such non-conforming Products, to the Delivery Location, or as agreed between the Parties, and in accordance with Dell's standard lead times for the relevant Product. Any repeat deliveries arising due to no fault of Dell will incur additional delivery charges. If you do not accept Delivery of the Products despite such Products conforming with the order confirmation, we shall charge (at cost) to you the cost of Delivery, handling and storage of the such Products. If you do not accept such conforming Products within 4 (four) weeks from the date of Delivery, you agree that we may (on 1 (one) week's notice to you and at our sole option) reprocess the affected Products and sell such reprocessed Products to any third party on your behalf and account for monies received from such sale. Despite our reprocessing of such Products, you shall remain obliged to pay us for the Products.

7.4 You will not seek or be entitled to impose any penalties or other financial charges on Dell in respect of indicative delivery timing failures or delays or any other alleged delivery related non-conformance.

7.5 Dell's standard direct purchase return policies are not available to you or your customers and all Products sold to your customers are subject to your returns policy, if any. Dell will not accept returns of Products from you or your customers and any Products not rejected in accordance with section 7.3 shall be deemed accepted by you and may not be returned to us. In particular, you will be responsible for handling, collecting, and dealing with any Products returned to you by your customers, whether or not these are returned as "Cooled-off Products" under your cooling-off processes or the provisions in the Finnish Consumer Protection Act (38/1978) or equivalent mandatory national legislation and any updates thereof.

7.6 If, on receipt of a Product by your customer, any of the components comprising that Product are missing, wrong, or damaged ("DOA") or the Product is 'dead on arrival' ("DOA"), meaning that it fails to function on first attempted use, upon adequate notification of such issue by you or your customer to Dell's "Technical Support" under the Product Warranty (as defined in section 9.3), Dell shall repair, in the first instance, or, if repair is not reasonably practicable, replace such Product direct for your customer, within a reasonable period and within the parameters of the Warranty, provided that:-

7.6.1 any missing, wrong, or damaged components were not directly or indirectly caused by you;

7.6.2 the notification of such issue to Dell under the Warranty takes place within 30 (thirty) days of your customer's receipt of the Product; and

7.6.3 in the case of a replacement being necessary, the Product in question is returned to Dell, either direct by your customer or by you, in accordance with Dell's instructions.

MWD or DOA issues with end customers should not be raised by you with, and will not be resolved by, Dell customer care.

7.7 Notwithstanding the repair or replacement solution for missing, wrong, or damaged or 'dead on arrival' Products in section 7.6, any other Product defect issues will be dealt with by Dell by means of support provided under the Warranty.

## 8. Compliance with laws

8.1 You must comply with all applicable laws and regulations relating to your participation in the Program. This includes the following very important areas:

- Export: Products, software and technology covered by this Agreement may be subject to export control laws and regulations in the European Union, the United States and in other Europe, Middle East and Africa countries. You must comply with such export control

laws and regulations – fuller details of this requirement are given below in Appendix 1;

- **Environmental:** The deposit or recycling of Products may be subject to application of environmental laws and regulations. You must therefore comply with any of such environmental laws and regulations applicable to you including, but not limited to, under the relevant national application of the Waste Electrical and Electronic Equipment (WEEE) Directive 2002/96/EC and 2003/108/EC – fuller details may be found below in Appendix 1; and
- **Taxes:** You must pay all taxes applicable to you. You may qualify for tax exemptions from time to time in which case we request that you provide us with a certificate of exemption or other appropriate documentary proof of exemption.

8.2 The Parties shall each comply with the regulatory compliance and other obligations on them as set out in Appendix 1.

## 9. Contractual and legal warranties and Services

9.1 We will expect you to fulfil all legal obligations in your country of a trade seller of Products to business and/or consumer end users, including fulfilling the statutory and/or contractual rights of your consumer customers, where relevant.

9.2 Unless the Parties agree otherwise, Dell will provide a standard contractual manufacturer's Product warranty (a "**Warranty**") on all Products in accordance with the provisions of Appendix 2.

9.3 In addition to standard Warranties, Resellers / Partners may be able, in respect of business end user targeted products only, to purchase additional support and service provisions, for resale, in respect of Products, again in accordance with the provisions of Appendix 2, and, in respect of business or consumer end user targeted products, to purchase standard Warranty extensions, such support and service provisions and any standard Warranty extensions being specifically related to the purchased Products, by individual asset tag number, and detailed on the relevant order confirmation.

9.4 In consideration of the provision of a Product Warranty, you agree to:-

9.4.1 provide us with regular and up to date inventory and sell out reporting data, in accordance with our reasonable requests;

9.4.2 where reasonably practicable for all Resellers / Partners and as a strict requirement where the Reseller/ Partner is a retailer, use best endeavours to achieve 100% of Warranty registration by end users and provide us (subject always to applicable personal data protection compliance) with information on end users who are entitled to receive support from Dell, within the timeline to be advised by Dell and adhering to the process set out by Dell from time to time;

and

9.4.3 in respect of consumer end users, use best endeavours to assist Dell in ensuring appropriate communication to the consumer end user of the status of and conditions attaching to the Product Warranty provided by Dell, together with the relevant details required by the consumer end user as to how to avail of its rights under the Warranty.

9.5 In respect of Dell-branded extended warranty offerings or services (delivered by Dell or its third party providers) as may be purchased by the Reseller / Partner for resale to business end users (and whether or not tied to specific Product purchases), the Reseller/ Partner shall procure that such business end users agree to the terms of the Dell Customer Master Services Agreement or other applicable terms of use of the relevant service offering(s), the details of which can be found at [http://www1.euro.dell.com/content/topics/global.aspx/services/main/service\\_emea?c=eu&l=en&s=gen](http://www1.euro.dell.com/content/topics/global.aspx/services/main/service_emea?c=eu&l=en&s=gen), depending upon the country in which the relevant business end user is located. In addition, the Reseller / Partner shall ensure that the business end user is aware that Dell's obligations to provide such warranty and service offerings are subject to the terms both of the Dell Customer Master Services Agreement or other applicable terms of use of the relevant service offering(s) and the relevant Dell Service Description(s) in respect of the specific warranty or service offerings resold. The Reseller / Partner will comply with such of Dell's guidelines in respect of the resale of Dell branded extended warranty or service offerings as may be published by Dell from time to time on the Portal. Dell may, at its discretion, revise its general and optional service or support programs and the terms and conditions that govern those programs without prior notice to you. Dell has no obligation to provide service or support to you or your customers until Dell has received full payment for the Product or services/support contract that you purchased.

9.6 In the event of an agreement between the Parties in respect of the Reseller / Partner selling, to business end users, services, whether in respect of specific Products or otherwise, which are co-branded and/ or to be co-delivered by the Reseller / Partner or a third party service provider with Dell, the Reseller / Partner agrees that it will enter in a form of Dell Master Services Agreement or other appropriate Services co-delivery agreement and/or will comply with guidelines (to be provided by Dell as appropriate) in respect of the relevant service provision, to be provided to business end users by it or its third party service provider together with or on behalf of Dell.

## 10. Our Obligations to You

- 10.1 We will indemnify you against claims, demands, losses, damages, liabilities, costs, and expenses (including legal and other professional costs and expenses), provided such costs and expenses are reasonably and demonstrably incurred, which you suffer from any infringement of any third party intellectual property rights, as a result of the provision, receipt, use or possession of our (Dell branded) Products, provided that such infringement or alleged infringement is not as a result of:-
- a. altering or tampering with the Products;
  - b. using or combining the Products with any equipment, programs, or materials not supplied by or approved for such use or combining by Dell; or
  - c. arising from materials that you have supplied to us for a pre-packaged value application (e.g. CFI services);
- 10.2 We will have no liability to you for refusing you entry to the Program, for the level of registration which we give to you within the Program, for raising, lowering or removing you from the Program.
- 10.3 The Program will need to adjust over time to reflect changes in us, you, other Partners or Resellers and the market. Consequently we reserve the right without any liability to you arising to vary or adjust the terms, benefits, levels, access requirements in and to the Program, obligations of Partners and to withdraw the Program altogether provided that at least one month's written notice is given to you on either the Portal, the Premier Page or by email. If you are unhappy with the alterations that are to be made then you may withdraw from the level of the Program within which you are participating or from the Program altogether before the changes come into effect.

## **10 Your Obligations to Us**

- 11.1 You will indemnify us from and against all claims, demands, losses, damages, liabilities, costs, and expenses (including legal and other professional costs and expenses), provided such costs and expenses are reasonably and demonstrably incurred, which we suffer as a result of: (i) you not complying with your data protection obligations, (ii) intellectual property obligations, (iii) confidentiality obligations, (iv) making unauthorized alterations to our Products, supplied software or services, (v) supplying us with infringing intellectual property rights for a pre packaged value Custom Factory Image; or (vi) not complying with your waste disposal obligations (including, but not limited to, your obligations under the relevant national application of the Waste Electrical and Electronic Equipment (WEEE) Directive 2002/96/EC and 2003/108/EC and any updates of these regulations that may be current from time to time).
- 11.2 You will also be liable to us if your acts or omissions cause the Program or Dell more generally to be damaged, commercially disadvantaged or brought into commercial disrepute – including, in particular, but not limited to, through the release of pricing, specification data, technical support and other information made available to you through the Portal, the Premier Pages or otherwise to third parties.
- 11.3 If and where the Parties have agreed that Dell will provide you with marketing development funding (either in accordance with a standard scheme available to all Resellers and /or Partners and through the Program or otherwise), such funding will be offered only on the basis of a marketing services Addendum to this Agreement or a separate marketing services agreement or commitment letter and you agree to provide Dell with all applicable proof of marketing execution documentation, as reasonably requested by Dell, and you will issue to Dell a valid invoice for the relevant marketing funds payable, in each case as set out in the relevant Addendum /agreement / commitment letter.

## **11 Process for fulfilling these Obligations**

The indemnities given in sections 10 and 11 above shall not be limited by section 13 of this document below. Each indemnity above is given by you to us or us to you as the “Indemnifying Party” to the other Party out of you or us -the “Indemnified Party” subject to:

- (i) the Indemnified Party giving written notice to the Indemnifying Party of any claims or legal or similar proceedings as soon as reasonably practicable following written receipt of them;
- (ii) the Indemnified Party making no admission of liability;
- (iii) the Indemnified Party taking the Indemnifying Party's reasonable instructions in relation to the defence or settlement of the claims or proceedings at the Indemnifying Party's cost and expense, provided however that the Indemnified Party shall not be required to defend or settle the claim in a way that is prejudicial to the Indemnified Party; and
- (iv) where the Indemnified Party is a Reseller or Partner, then Reseller or Partner complying with, and procuring that its employees and contractors comply with, all of Dell's reasonable instructions.

## **12 Limits On Obligations**

- 13.1 The Parties' total liability to each other under, or in relation to, the Agreement, or in relation to the subject matter of the Agreement (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) is set out in this Section 13.
- 13.2 (i) Subject to sub-section (ii) below, each Party is responsible for any private property loss or damage, death or personal injury caused by the negligence or deliberate misconduct of the Party, the Party's service provider or its employees, agents or subcontractors, for fraud, breach of



intellectual property or confidentiality obligations and any other liability but only to the exact extent which cannot be restricted or excluded by law.

(ii) Except for death or personal injury or such other liability in respect of which limitations cannot be made, this liability is limited to the lesser of 125% of the value of any individual Product (including services and/or software) order which is affected or €500,000 (five hundred thousand Euro) or the equivalent amount in the currency of the country in which the Reseller / Partner is located, using the Dell currency conversion rate applicable on the date of order confirmation.

13.3 Notwithstanding the responsibilities and limitations detailed in section 13.2 and unless otherwise provided in this Agreement, neither Party is responsible for:

- 13.3.1 indirect or consequential loss;
- 13.3.2 loss of business profits, salary, revenue, savings, customers or contracts;
- 13.3.3 loss avoidable by a Party through reasonable conduct and /or in accordance with Dell's advice or instructions;
- 13.3.4 any loss arising out of failure by the suffering Party to keep full and up-to-date security copies of computer programs and data;
- 13.3.5 all items excluded from the warranty;
- 13.3.6 loss of or damage to reputation; or
- 13.3.7 damage caused by a Force Majeure event.

13.4 In addition to the limitations in 13.3 above, Dell is not responsible for:

- (i) damage remedied or repaired by Dell within a reasonable time; or
- (ii) loss which arises as a consequence of Dell using Customer provided or specified materials or instructions (e.g. CFI services).

13.5 In addition to the responsibilities detailed in 13.2, Dell is liable to you for (and such liability shall not be limited by section 13.2(ii)):

- 13.5.1 direct claims from end users relating to statutory Product liability issues (provided that they are handled in accordance with the Regulatory appendix – Appendix 1 below); and
- 13.5.2 any direct costs and expenses of administering a Product recall (handled in accordance with Appendix 1)

except, in both cases, to the extent that the claim, cost or expense has arisen from your contributory negligence and subject to your compliance with the processes documented in the last paragraph of this section 13 or Dell's reasonable instructions.

13.6 Subject to any limitations imposed by law as detailed in the first paragraph of this section 13, any liability of you to us or of us to you (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) will be reduced to the extent that the other Party (i.e. you or us) that is harmed has failed to take all reasonable steps to mitigate its losses. Where we or you being the "Claiming Party" want to make a claim against the other you or us being the "Defending Party" for any liability arising out of, or in connection with, an order (including any issue arising under the Agreement in relation to that order), the Claiming Party shall notify the Defending Party in writing of the claim as soon as reasonably practicable and for it to be a "Valid Claim" include: full details of the Claiming Party's claim against the Defending Party including all causes of action; full details of the losses being claimed for by the Claiming Party; and all supporting documentation required by the Defending Party to substantiate the Claiming Party's claim(s). A Party shall not be entitled to bring a claim for any liability arising out of this Agreement as detailed in this section 13, unless that Party makes a Valid Claim before the date falling on 6 (six) months from the date on which the incident or event giving rise to the claim in question, occurred or on which the notifying Party first became aware if later.

13.7 The Reseller or Partner shall maintain adequate insurance cover to meet its liabilities under this Agreement and shall produce proof of the level of such insurance within ten (10) working days of a request by Dell for such proof. The maintenance of adequate insurance cover as aforesaid is a condition of this Agreement.

## 14 Prices and Payments

14.1 The order confirmation specifies the price to be paid by you for building, supplying, and delivering the Products, and any charges for additional services. The price and any charges exclude VAT, any applicable levies and other taxes, which shall be paid by you.

14.2 Where agreed between the Parties, either in writing signed on behalf of both Parties or by means of standard schemes available to all Resellers and /or Partners or those Resellers and/or Partners by means of country location and through the Program, you may be entitled to rebates or discounts on Product purchases. Discounts will be applied at the point of order but rebates will generally be applied by means of credit note issued to you, for adjustment against future orders. Any marketing development funding agreed between the Parties to be payable by Dell (either in accordance with a standard scheme available to all Resellers and /or Partners and through the Program or otherwise) in respect of Product marketing initiatives, will be payable by Dell only on the basis of a valid invoice issued to Dell in accordance with Section 11.3 and will not be payable by means of discount or credit note.

- 14.3 Unless otherwise agreed in writing by Dell and subject to allocated credit based upon our assessment of your corporate strength, payment terms will be 30 days from date of invoice. Late payment interest charges at 2% will apply to overdue sums. Dell reserves the right to pass your debts to third parties for collection. Dell reserves the right to withhold delivery of future orders in case of late or non-payment of an invoice.
- 14.4 You have 14 (fourteen) days from date of invoice to raise any queries or disputes, otherwise the invoice will be deemed accurate and due for payment on the 30<sup>th</sup> day after the date of invoice. Disputed parts of invoices or entirely disputed invoices will not be due for payment until 14 (fourteen) days after the date when the dispute is resolved. Undisputed parts of invoices must be paid as indicated above.
- 14.5 You shall not be entitled to make any set-offs, deductions, or deferments to the sums due under an invoice, whether or not in respect of any disputes or claims whatsoever (in respect of which section 14.4 will apply).
- 14.6 We provide Resellers and Partners specific pricing and other assistance and support in the Standard PP and Partner PP applications on the portal and this pricing, assistance and support is conditional (unless expressly otherwise agreed in writing) on the Products supplied to you being onward supplied directly to a business for their own use rather than being resold again, used by you, being supplied to a private individual for personal use or being supplied to a different end user from the one that you informed us about. Where Resellers or Partners seek to avail of Dell's special pricing for particular end user deals, you will ensure that, in each case, the end user is a business customer and has provided you with consent to pass their full company details to Dell for the purposes of the special pricing application evaluation. Company data collected by these means will not be used by Dell for any other purposes.
- 14.7 Deliberately, repeatedly or negligently misrepresenting information in order to gain benefits or access to this specific pricing, assistance and or support may be treated as a material breach of this Agreement. If you mislead us in order to get a lower price than the price to which you are entitled to get support or assistance to which you are either not entitled or at a price which you are not entitled to obtain that support or assistance, then Dell reserves the right to invoice you for the price discrepancy or the normal cost or price of the provision as Dell reasonably regards as appropriate. Any such invoice will be payable on receipt and, as a valid debt between the partner and Dell, may be subject to late payment interest charges or court collection action.

## 15 Ending the Agreement

- 15.1 Either Party may end this Agreement, and you may therefore withdraw from the Program, at any time on one month's notice in writing. Except where the provisions of the next paragraph of this Agreement apply, termination will not relieve either Party of its obligations to complete commitments entered into between the Parties on or prior to the termination date including in particular, but not limited to, commitments relating to fulfilling orders placed, making payments due, complying with data protection, intellectual property, confidentiality and liability obligations.
- 15.2 Dell may refuse to accept new orders at any time and an order will not be binding upon us unless and until confirmed in accordance with section 6. Further, Dell may refuse to fulfil remaining obligations under existing orders placed under this Agreement if you:
  - 15.2.1 commit a material and irremediable breach of this Agreement (including but not limited to, deliberately, repeatedly or negligently misleading us in order to gain pricing, support or assistance to which you are not entitled);
  - 15.2.2 commit a material and remediable breach of this Agreement and fail to remedy it following the provision of a reasonable period of written notice within which to remedy the breach;
  - 15.2.3 fail to make payments when they fall due – unless otherwise pre agreed in writing;
  - 15.2.4 break export compliance rules, become insolvent or seek protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any proceeding is instituted against you;
  - 15.2.5 act in a way which in Dell's reasonable discretion is damaging to Dell or to the Program including, in particular, but not limited to, through the release of pricing, specification data, technical support and other information made available to you through the Portal, the Standard PP or the Partner PP or otherwise to third parties – including on an aggregate basis to data collection and analysis agencies.
- 15.3 You may cancel orders in the event that Dell:
  - 15.3.1 commits a material and remediable breach of this Agreement and fails to remedy it following the provision of a reasonable period of written notice within which to remedy the breach; or
  - 15.2.2 other than as part of a bona fide corporate restructure or reorganisation, becomes insolvent or seek protections under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding.

## 16 Force Majeure

Neither Party shall be obliged to seek to perform their obligations under this Agreement or liable for their failure to do so to the extent that they are precluded from doing so by either events beyond their own reasonable control such as fire, flood, war, embargo, strike, unforecast shortage of materials, transport delay or interruption or act of government or by the act or omission of the other Party (“Force Majeure Events”) provided that the affected Party notifies the other Party promptly in writing and takes all reasonable steps to resolve the Force Majeure Event promptly. Should performance (other than in respect of payment of sums due) be impossible for a period in excess of 30 days then either Party may write to the other Party to terminate the Agreement in respect of the affected order(s) without incurring liability to the other Party for this action.

## 17 Some general provisions

- 17.1 No variation to this Agreement shall be effective unless it is either (i) communicated by Dell to the Reseller / Partner via the Premier Pages or the Portal and the Reseller / Partner does not withdraw from the Program within the reasonable time period provided by Dell in the relevant communication of the Agreement variation; or (ii) in writing and signed by or on behalf of an authorised representative of each of the Parties. For the avoidance of doubt, Dell may, in its sole discretion, vary any other aspects of the Program, including but not limited to the Product specifications available to the Resellers and/or Partners, the pricing and pricing mechanisms applicable to Resellers / Partners, any rebate or other incentive schemes offered by Dell to Partners from time to time, the Program Guide, the contents and method of operation of the Premier Pages and/ or the Portal and any conditions or requirements applying to registration or certification as a Partner. The Parties are independent contractors dealing independently of each other and no partnership, agency, representative or other function is intended or implied between the Parties under this Agreement.
- 17.2 Notices under this may be sent by email or registered post to the legal departments of the respective Parties and shall be deemed effective when a non automated response or a delivery signature is obtained respectively.
- 17.3 The failure of either Party to enforce or exercise, at any time or for any period of time, any term of or any right arising under this Agreement does not give rise to a waiver of that term or right and shall in no way affect that Party’s right later to enforce or to exercise it
- 17.4 If either Party fails to enforce at any time any of the applicable legal provisions, this will not be taken as a waiver of any of their respective rights.
- 17.5 We may assign or transfer our obligations or rights to a competent third party or our associated companies in whole or in part. Our agreement to work with you is based on certain selection criteria used by us such as (but not limited to) those which relate to credit limits or export compliance. Therefore, you may not assign your obligations or rights, in whole or in part, without our written consent. Further, we have obligations to you under the terms of this Agreement and we will have obligations to Product end users by means of Warranties. However, our obligations to you are not assignable or transferable without our prior written consent and therefore any third parties to whom you may resell Products and who are not end users of the Products will not be entitled to enforce these obligations against Dell. Warranties are transferable only in accordance with Dell’s standard asset tag registration and transfer processes.
- 17.6 Our and your rights and obligations will be governed by the laws of the country in which the Dell entity listed in the Dell contracting entities and Jurisdictions table below which is contracting with you under the terms of this Agreement is located and, in the unlikely event of a dispute (contractual or non-contractual), we and you agree the exclusive jurisdiction of the courts of that country shall apply to the resolution of the dispute. The Vienna Convention on Contracts for the International Sales of Goods is excluded.
- 17.7 If any provision of this Agreement is found to be invalid or unenforceable, that provision will be limited or eliminated or rewritten to the minimum extent necessary so that this Agreement can otherwise remain in full force and effect.



## APPENDIX 1: DATA PROTECTION, PRODUCT SAFETY & RECALL, CONFIDENTIALITY, EXPORT COMPLIANCE AND WEEE COMPLIANCE

### A. DATA PROTECTION

- 1 Each Party will comply with the provisions of the Data Protection Directive 95/46/EC or equivalent local legislation.
- 2 Where applicable, Dell will apply its standard data protection compliance procedures to Products which are to be processed under Dell's standard refurbishment, repairing, recycling processes, before such refurbishing, repairing, or recycling.

### B. CONFIDENTIALITY

- 1 In this paragraph B, "**Confidential Information**" means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party being the "**Disclosing Party**" to the other Party being the "**Receiving Party**" whether before or after the date that this Agreement becomes effective between the Parties including, without limitation, information relating to the Disclosing Party's customers, operations, processes, plans or intentions, Product information, know-how, design rights, trade secrets, market opportunities, finances, and business affairs.
- 2 All information supplied on or through Standard PP or Partner PP, the Portal or data sources that can be accessed only through the Portal shall be treated as Confidential Information even though it may also be seen by other Reseller's and/or Partner's and shall not be disclosed to third parties without the explicit prior consent of Dell in writing.
- 3 The Receiving Party shall: not use Confidential Information for a purpose other than for the performance of its obligations under the Agreement; and not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or as set out in paragraphs 4 and 5 below.
- 4 The Receiving Party may disclose Confidential Information to a "**Recipient**" being any of its directors, other officers, employees, professional advisors and contractors to the extent that such disclosure is necessary for the purposes of the Agreement. The Receiving Party shall ensure that each Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality and restriction on use under the Agreement as if the recipient was a Party to the Agreement.
- 5 The Receiving Party may disclose Confidential Information to the extent required by law, regulation or any mandatory order of a regulatory body having jurisdiction over it provided that it shall use its reasonable endeavours to reduce the extent of such disclosure and to protect the confidentiality of any Confidential Information disclosed.
- 6 Paragraphs 4 and 5 above do not apply to Confidential Information which: is at the date of the Agreement, or at any time after that date becomes, publicly known other than by the Receiving Party's or Recipient's breach of the Agreement; or can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party.
- 7 Neither Party shall make or authorise any press release in relation to the Agreement (including to, but not limited to, the London Stock Exchange, the NASDAQ, any other applicable stock exchange, and / or any regulators) without the prior written consent of the other Party.
- 8 Any information obtained by the Reseller or Partner under the Agreement, including information relating to Dell, Intel, Microsoft or McAfee, must not be used by the Reseller or Partner, directly or indirectly, in any future tenders, bids, or negotiations with Intel, Microsoft, McAfee, or any other third party. Any information obtained by Dell under the Agreement, including information relating to the Reseller or Partner, must not be used by Dell, directly or indirectly, in any future tenders, bids, or negotiations with any third party.

### C. PRODUCT SAFETY AND RECALL

- 1 The Parties will comply with their respective Product safety and recall obligations in relation to the Products.
- 2 Where there are any Product safety or recall issues with the Products, the Reseller or Partner will assist Dell in contacting the end users of the Products and recalling the Products. Dell will be responsible for all reasonable, demonstrable and necessarily incurred costs of the Reseller or Partner in complying with Dell's explicit instructions made pursuant to this clause. Costs incurred by the Reseller or Partner independently of any Product recall guidance from Dell will not be recoverable, save to the extent that the Parties may agree on a case by case basis.

### D. RECORD KEEPING AND AUDIT REQUIREMENTS

The Parties shall maintain accurate and legible records by following statutory requirements and shall grant to the other Party reasonable access to any of its premises, and inspection and copies of any information reasonably requested by that Party with respect to the Party's performance under the Agreement, including, without limitation, information relating to invoicing, accounting requirements, efforts to comply with Clause B(Confidentiality), and that as may



be reasonably required to resolve disputes with third parties.

#### **E. EXPORT COMPLIANCE AND ANTI-CORRUPTION**

- 1 Each Party, at its own expense, will comply with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with the Agreement.
- 2 Each Party will furnish to the other Party any information required to enable the other Party to comply with applicable laws and regulations related to the Products.
- 3 The Parties acknowledge that the Products licensed or sold under the Agreement are subject to the export control laws and regulations of the United States and European Union laws and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received and the Reseller or Partner agrees to fully abide by those laws and regulations.
- 4 For the avoidance of doubt any Products, software, or technology used by Dell under the Reseller's or Partner's instruction as part of the Custom Factory Image shall be the sole and exclusive responsibility of the Reseller or Partner, and the Reseller or Partner hereby indemnifies Dell accordingly in respect of all regulatory and export compliance obligations and liabilities subject to notice procedures referred to above.
- 5 Under the laws and regulations noted in clause 3 above, Products purchased under the Agreement may not be sold, leased or otherwise transferred to restricted end-users (including those on the U.S. Department of Commerce, Bureau of Industry and Security "Entity List" and other lists of denied parties) or to restricted countries (currently Cuba, Iran, North Korea, Sudan, and Syria). In addition, the Products may not be sold, leased or otherwise transferred to, or utilised by, an end-user engaged in activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear weapons, materials or facilities, or missiles or support of missile projects, or chemical or biological weapons.
- 6 The Reseller or Partner agrees to indemnify, defend and hold Dell harmless from any loss, expense, penalty, claim, demand or cause of action against Dell due to the the Reseller or Partner's violation or alleged violation of any such applicable laws, regulations and orders. If purchased goods are resold in violation of the foregoing restrictions, Dell shall not be obligated to provide any warranty service or technical support.
- 7 The Parties agree to comply with all applicable anti-corruption laws, regulations and orders in the jurisdiction in which the Products are purchased under this Agreement.

#### **F. WEEE COMPLIANCE**

Dell complies with the requirements of the WEEE directive as implemented and where appropriate in each \*member state. The Reseller / Partner will comply with the requirements of the EU WEEE Directive as transposed and implemented in each \*member state and will provide evidence of compliance to Dell on request. In particular, the Parties agree that:-

1. Where Dell invoices and ships to the Reseller / Partner in a Dell direct country\*\*, Dell will take responsibility for WEEE compliance, including but not limited to; reporting of Electrical and Electronic Equipment (EEE) placed on the market, payment of ECO-fees to the appropriate authority where required and take back of product as per Dell's WEEE recycling programme. [www.euro.dell.com/recycling](http://www.euro.dell.com/recycling), as appropriate;
  - 1.1. Where Dell has paid a fee to the appropriate authority for product placed on the market, based on our declarations, in certain \*member states, Dell will invoice Reseller / Partner for the fee. Reseller / Partner is entitled to charge this fee to end customers as appropriate.
2. Where Dell invoices and ships to the Reseller / Partner in a Dell indirect country (not included in the list at \*\*), the Reseller / Partner will take responsibility for compliance with WEEE legislation in that member state. Accordingly, the Reseller/Partner:-
  - 2.1. will declare all Products placed on the market in each member state (including non-EU member states where the WEEE Directive has been legislated) to the appropriate authority where WEEE is implemented; and
  - 2.2. is responsible to pay any applicable fee to the appropriate authority associated with placing the Product on the market.
3. Where the Reseller / Partner is onward shipping product to another country, the Reseller / Partner will take responsibility for compliance with WEEE legislation in that member state; and
4. Dell categorises all Reseller / Partner purchases of business equipment as sales of non-household EEE and will report to the appropriate authority as such in relevant \*member states. In all other \*member states the sale will be declared as dual use product, as appropriate.
  - 4.1 Where the Reseller/Partner sells business equipment to a consumer/home user and where applicable in each member state, the Reseller/Customer takes responsibility for all WEEE compliance, including but not limited to; compliance scheme membership, reporting of EEE placed on the market, display, collection & payment of Eco-fees to the appropriate authority, take back & treatment of product in accordance with the regulations.



\*includes non-EU member states where the WEEE Directive has been legislated.

\*\* list of Dell direct countries (all other countries are indirect): United Kingdom, Germany, France, Austria, Belgium, Denmark, Finland, Greece, Ireland, Italy, Luxembourg, Portugal, Spain, Sweden, Czech, Poland, Slovakia, Netherlands, Norway and Switzerland.

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## APPENDIX 2: END USER WARRANTY AND SERVICE SUPPORT

### A. WARRANTY AND SUPPORT PROVISIONS – ALL END USERS

1. Dell-branded hardware Products will conform to the Dell specifications current when the Product is shipped and will, as a minimum, benefit from Dell's 'Basic Hardware Support' warranty for any particular Product and for the Warranty Period detailed in paragraphs B2 and C2 below, depending upon the nature of the Product end user. Details of the Basic Hardware Support warranty can be provided upon request or are available at <http://support.euro.dell.com/support/>, depending upon the country to which the Product was shipped (and the location of the end user if different).
2. The Product Warranty does not cover damage due to external causes, including but not limited to accident, abuse, misuse, heat, humidity or other environmental conditions, problems with electrical power, service (including installation or de-installation) not performed or authorized by Dell, usage not in accordance with Product instructions, normal wear and tear, and problems caused by use of parts and components not supplied by Dell.
3. The Warranty does not cover accessories or parts added to a Dell system after the system is shipped from Dell or non-Dell-branded accessories or parts added to a Dell system through CFI services.
4. The Warranty does not cover consumables, such as ink cartridges, projector light bulbs etc.
5. We will not honour a warranty when the end user or the Reseller or Partner has made unauthorized or unapproved alterations or repairs to the Product(s) that we have supplied – including, but not limited to, using repair or replacement components and/or software which we, acting reasonably, do not regard as safe and /or suitable for use in or with the Product that we have supplied to you. If you open, alter or repair Products that we have supplied then we will not accept responsibility to you or to the end user for any safety or compliance issues resulting unless you or the end user was only acting in accordance with our written or oral instructions (via Technical Support or other Dell support method) in carrying out the opening, alteration or repair.
6. **“Dell-branded”** means computer hardware products that are marked with the “Dell” brand, including all standard components thereof, but does not include any of the following items: (i) software, sound cards, speakers, external devices, accessories or parts added to the Dell-branded hardware products after they are shipped from Dell; (ii) accessories or parts added to the Dell-branded hardware products through Dell's CFI services at Reseller / Partners' request; (iii) accessories or parts that are not installed in the Dell factory; (iv) third party software and peripheral products; or (v) monitors, keyboards and mice, to the extent that they are not included on Dell's standard price list.
7. Unless the Parties otherwise agree in writing, notebook batteries that are included with Dell-branded Products will carry a one (1) year limited warranty.
8. We will not warrant software or Products which we supply to you but which are licensed by or manufactured by third parties. It is your responsibility to verify that the warranties and licences provided by those third parties are adequate for your and your customers' needs. We may ask third party contractors and or software licensors to fulfil Dell's and/or any software licensor's legal obligations to you and/or to the end user that we have relating to the supply of the Products and/or the licensor's software.
9. Dell has not tested or certified its Products for use in high risk applications including, but not limited to, medical life support, nuclear power, mass and air transportation control or any other potentially life critical uses. Reseller / Partner agrees that Dell makes no assurances or warranties that the Products are suitable for any high-risk uses.
10. Dell reserves the right to supply reconditioned parts for use as spares or repair items.
11. Spare parts or components used in the service or repair of Products will be warranted for 90 (ninety) days from the date of delivery or for the remainder of the Warranty Period in respect of the Product in question, whichever is the longest.
12. Unless otherwise agreed Dell becomes the owner of any and all replaced or collected Products or components. If Products that have been replaced and are due for return to Dell aren't returned within a reasonable time after Dell's request, Dell reserves the right to invoice the Reseller / Partner (or the end user direct if appropriate) for such Products.
13. Dell does not accept responsibility for the back-up, safety and /or confidentiality of any data stored on any Product before or during the provision of services under the Warranty.
14. If Products purchased under this Agreement are sold by you outside of the country to which the Products were shipped by Dell, Reseller / Partner acknowledges that the Product Warranty may, at Dell's discretion, no longer be valid or the level of support that may be offered by Dell may differ, depending upon the country in which the end user seeking support is located.
15. The duration and the scope of Dell warranty may vary, depending upon the country to which the Product was shipped and the country in which the end user is located, if different.
16. Dell Product support and service will be provided by Dell or our service partners. Repair or replacement of Products under Warranty will be undertaken by Dell or its service partners within a reasonable time.



## B. BUSINESS END USER WARRANTY AND SUPPORT

1. In addition to what is stated in Section A above each Product sold by Reseller / Partner to a business end user (or another reseller) will benefit from:
  - a) any statutory national legislation in relation to manufacturer's obligations (as opposed to seller's obligations) for Products sold to business end users in the country to which the Products are shipped by Dell. For the avoidance of doubt, any statutory warranty obligations owed either to Resellers / Partners or to end users by manufacturers in the country to which the Products are shipped and which may be legally excluded by the manufacturer are excluded by Dell for the purposes of this Agreement; and
  - b) subject to the provisions of this Appendix 2, Dell's standard Warranty (as further detailed in this section B) with the "**Warranty Period**" commencing from the date of purchase by the business end user, for the period specified in paragraph B2 below.
2. The Warranty Period for each Product sold to a business end user shall be as detailed in the relevant Product purchase order confirmation on a per individual Product (SKU) basis but, in the event that such Warranty Period is not specified in the order confirmation, the Warranty Period shall be **12 (twelve) months** on all Products from the date of purchase by the business end user, including any demonstration Products.
3. Any additional warranties or commitments offered or made by Reseller / Partner or your customer to a business end user in respect the Products is a contractual commitment between you / your customer and the end user only. Dell is not a party to such agreement and such terms are not binding upon us.
4. Unless otherwise agreed by means of an order confirmation on a per individual Product (SKU) basis, the Products will benefit from Dell's standard contractual Warranty (also being in compliance with mandatory legislation for sale of Products (including services) to business customers) in line with Dell's standard warranty service descriptions which can be found at <http://support.euro.dell.com/support/>, depending upon the country to which the Product was shipped and the location of the business end user. Dell's warranty limits and replaces, to the extent permitted by law, any and all other warranties whether granted by law or not. Under the Warranty:-
  - a) if there is a fault with that Product within the Warranty Period, the end user may contact Dell direct (via Dell's "**Technical Support**" service, the details of which will be made available to the end user) and Dell will carry out a telephone diagnostic and, where it decides it is necessary, Dell will repair or replace that Product, provided that:
    - i. business end users will need to pass our export compliance checks and register the Products' asset tag(s) in order for Dell to fulfil these contractual rights to them; and
    - ii. Dell has been adequately notified of the Product's fault through Technical Support during the Warranty Period.
  - b) If, following notification of the Product's fault through Technical Support, it is found that the Product asset tag has not been registered and such Product is within its Warranty Period, then subject to export compliance checks, Dell shall register the Product asset tag and process the fault report under the Warranty accordingly. Upon registering the asset tag with Dell's Technical Support team, the end user will be required to accept Dell's standard Terms & Conditions of Support Services, which can be found at <http://support.euro.dell.com/support/>, depending upon the country to which the Product was shipped and the location of the business end user.
  - c) Except as may specifically be provided for in a written agreement between you and Dell relating to servicing or support of the Products by yourselves or your nominee(s), if you carry out any works, repairs or alterations to or in any way tamper with or dismantle the Products, any such action shall invalidate the relevant Product Warranty. Dell will provide Technical Support in line with Dell's standard Service Descriptions, only where that Product's asset tag number has been successfully registered with Dell by using Dell's online Product asset tag registration service or through Technical Support.
  - d) Dell's Technical Support service will provide Dell's standard technical support for the Product (offered by Dell to its direct business customers in the same country as that to which the Products are shipped). Technical Support's opening hours may vary by country but are generally available at least in office hours during applicable local times from Monday to Friday (excluding all applicable national public holidays). All support requests on Product related issues will be routed to a Dell technical support agent who will endeavour to resolve the issue by following Dell's standard practices. Applicable support options, opening hours and contact details are set out at <http://support.euro.dell.com/support/>. Dell will also use reasonable endeavours to provide continuous web based self help online support which can be accessed 24 (twenty four) hours a day at <http://support.euro.dell.com/support/>.

## C. CONSUMER END USER WARRANTY AND SUPPORT



1. In addition to what is stated in Section A above each Product sold by Reseller / Partner to a consumer end user will benefit from:
  - a) any statutory national legislation in relation to manufacturer's obligations (as opposed to seller's obligations) for Products sold to consumer end users in the country to which the Products are shipped by Dell. For the avoidance of doubt, any warranty obligations owed either to Resellers / Partners or to end users by manufacturers in the country to which the Products are shipped and which may be legally excluded by the manufacturer are excluded by Dell for the purposes of this Agreement; and
  - b) subject to the provisions of this Appendix 2, Dell's standard Warranty (as further detailed in this section C) with the "**Warranty Period**" commencing from the date of purchase by the consumer end user, for the period specified in paragraph C2 below, which does not affect the consumer's statutory rights and which Dell as a manufacturer cannot legally exclude.
2. The Warranty Period for each Product sold to a consumer end user shall be as detailed in the relevant Product purchase order confirmation on a per individual Product (SKU) basis but, in the event that such Warranty Period is not specified in the order confirmation, the Warranty Period shall be **12 (twelve) months** on all Products, including any demonstration Products.
3. Reseller / Partner must advertise and market the Warranty Period on all Products sold to consumer end users, as a period from the date of purchase by the end user. Reseller / Partner must not market or advertise any other warranty in respect of Products without Dell's prior knowledge. Any additional warranties or commitments offered or made by Reseller / Partner or your customer to a consumer end user in respect the Products is a contractual commitment between you / your customer (as seller of the Product) and the consumer end user only. Dell is not a party to such agreement and such terms are not binding upon us.
4. Unless otherwise agreed by means of an order confirmation on a per individual Product (SKU) basis, the Products will benefit from Dell's standard 'consumer' Warranty (offered by Dell to its direct consumer customers in the same country as that to which the Products are shipped). Under the Warranty:-
  - a) if there is a fault with that Product within the Warranty Period, the end user may contact Dell direct (via Dell's "**Technical Support**" service, the details of which will be made available to the end user) and Dell will carry out a telephone diagnostic and, where it decides it is necessary, Dell will repair or replace that Product, provided that:
    - i. the Product's asset tag number has been successfully registered with Dell by using Dell's online Product asset tag registration service or through Technical Support; and
    - ii. Dell has been adequately notified of the Product's fault through Technical Support during the Warranty Period.
  - b) If, following notification of the Product's fault through Technical Support, it is found that the Product asset tag has not been registered and such Product is within its Warranty Period, Dell shall register the Product asset tag and process the fault report under the Warranty accordingly. Upon registering the asset tag with Dell's Technical Support team, the end user will be required to accept Dell's standard Terms & Conditions of Support Services, which can be found at <http://support.euro.dell.com/support/>, depending upon the country to which the Product was shipped and the location of the consumer end user.
  - c) Except as may specifically be provided for in a written agreement between you and Dell relating to servicing of the Products by yourselves or your nominee(s), if you carry out any works, repairs or alterations to or in any way tamper with or dismantle the Products, any such action shall invalidate the relevant Product Warranty.
  - d) Dell will provide the Technical Support by phone, email and online chat depending upon the relevant Product and in line with Dell's standard support offerings (offered by Dell to its direct consumer customers in the same country as that to which the Products are shipped), only where that Product's asset tag number has been successfully registered with Dell by using Dell's online Product asset tag registration service or through Technical Support.
  - e) Dell's Technical Support service will provide Dell's standard technical support for the Product (offered by Dell to its direct consumer customers in the same country as that to which the Products are shipped). Technical Support's opening hours may vary by country but are generally available at least in office hours during applicable local times from Monday to Friday (excluding all applicable national public holidays). All support requests on Product related issues will be routed to a Dell technical support agent who will endeavour to resolve the issue by following Dell's standard practices. Applicable support options, opening hours and contact details are set out at <http://support.euro.dell.com/support/>. Dell will also use reasonable endeavours to provide continuous web based self help online support which can be accessed 24 (twenty four) hours a day at <http://support.euro.dell.com/support/>.

**Dell contracting Entities and Jurisdictions table**

	<b>Registered Office</b>	<b>Trading / Postal Address (if different)</b>
Austria	Dell Ges.m.b.H. Wienerbergstrasse 11/12 A-1100 Wien VAT No. ATU 16992707	-
Belgium	Dell N.V. Doornveld 130 BE-1731 Zellik VAT No. BE 0447550278	-
Czech	Dell Computer spol. S.R.O V Parku 2325/16 148 00 Praha 11 – Chodov VAT No. CZ 45272808	-
Denmark	Dell A/S Arne Jacobsens Allé 15-17 DK-2300 Copenhagen VAT No. DK 18296799	-
Finland	Oy Dell AB Linnoitustie 2 A, FIN 02600 ESPOO VAT No. FI 08444327	-
France	Dell SA 1 rond-point Benjamin Franklin 34938 Montpellier VAT No. FR 20351528229	-
Germany	Dell GmbH Main Airport Center Unterschweinstiege 10 D-60549 Frankfurt am Main VAT No. DE 113541138	-
Greece	Dell Technology Products and Services SA Third Floor, 90 Kifissias Avenue/3 Konitsis Street 151 25 Maroussi, Athens VAT No. EL 999845851	-
Ireland	Dell Products 70 Sir John Rogerson's Quay, Dublin 2 VAT No. IE 6591034U	-1, Raheen Industrial Estate, Limerick
Italy	Dell Spa Viale Milanofiori – Palazzo WTC I-20090 Assago – Milano VAT No. IT 12289830155	-
Luxembourg	Dell SA 89D, Rue Pafebruch, Parc d'activite de Capellen L-8308 Capellen VAT No. LU 21094515	-
Netherlands	Dell B.V. Transformatorweg 38-72 NL-1014 AK Amsterdam VAT No. NL 009120774 B01	PO Box 59223 1040 KE Amsterdam
Norway	Dell AS Hoffsveien 1D Postboks 270 Skøyen NO-0275 Oslo VAT No. NO 861272702	-
Poland	Dell Sp. z o.o. Al. Jerozolimskie 123A, 02-017 Warszawa VAT No. PL 5260206712	-

Portugal	Dell Computer III Rua Rui Teles Palhinha Lote 10 - Fracao 2G, 2740 278 Porto Salvo VAT No. PT 506588785	-
Slovakia	Dell S.R.O Fazuľová 7 Bratislava 811 07 VAT No. SK 2020288952	-
Spain	Dell Computer, S.A. Calle Basauri número 17 Edificio Valrealty, E-28023 la Florida Madrid VAT No. ES A80022734	-
Sweden	Dell AB Frösundaleden 2B, S-SE-169 70 Solna VAT. No. 556369663101	-
Switzerland	Dell SA Route de l' Aéroport 29 CH-1215 Genève 15 VAT No. CH 148 380	-
United Kingdom	Dell Corporation Limited Dell House The Boulevard Cain Road Bracknell RG12 1LF VAT No. GB 635823528	-
S. Africa	Dell Computer (Pty) Ltd The Campus, Wembley Building Cnr. Main and Sloane Streets, Bryanston 2021 VAT No. ZA 4890151741	-