



APPENDIX E

Limited Warranty and Return Policy

Three-Year Limited Warranty (U.S. Only)

Dell Computer Corporation ("Dell") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Dell warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The limited warranty term is three years beginning on the date of invoice, as described in the following text.

Damage due to shipping the products to you is covered under this limited warranty. Otherwise, this limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dell, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dell.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a Dell system after the system is shipped from Dell; accessories or parts added to a Dell system through Dell's system integration department; accessories or parts that are not installed in the Dell factory; or DellWare™ products. Monitors, keyboards, and mice that are Dell-branded or that are included on Dell's standard price list are covered under this limited warranty; all other monitors, keyboards, and mice (including those sold through the DellWare program) are not covered. Batteries for portable computers are covered only during the initial one-year period of this limited warranty.

Coverage During Year One

During the one-year period beginning on the invoice date, Dell will repair or replace products covered under this limited warranty that are returned to Dell's facility. To request warranty service, you must call Dell's Customer Technical Support within the warranty period. Refer to the chapter titled "Getting Help" in your system's troubleshooting documentation or, for some systems, the section titled "Contacting Dell" in your system's online guide to find the appropriate telephone number for obtaining customer assistance. If warranty service is required, Dell will issue a Return Material Authorization Number. You must ship the products back to Dell in their original or

equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dell will ship the repaired or replacement products to you freight prepaid if you use an address in the continental U.S., where applicable. Shipments to other locations will be made freight collect.



NOTE: Before you ship the product(s) to Dell, back up the data on the hard-disk drive(s) and any other storage device(s) in the product(s). Remove any removable media, such as diskettes, CDs, or PC Cards. Dell does not accept liability for lost data or software.

Dell owns all parts removed from repaired products. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Dell repairs or replaces a product, its warranty term is not extended.

Coverage During Years Two and Three

During the second and third years of this limited warranty, Dell will provide, on an exchange basis and subject to Dell's Exchange Policy in effect on the date of the exchange, replacement parts for the Dell hardware product(s) covered under this limited warranty when a part requires replacement. You must report each instance of hardware failure to Dell's Customer Technical Support in advance to obtain Dell's concurrence that a part should be replaced and to have Dell ship the replacement part. Dell will ship parts (freight prepaid) if you use an address in the continental U.S., where applicable. Shipments to other locations will be made freight collect. Dell will include a prepaid shipping container with each replacement part for your use in returning the replaced part to Dell. Replacement parts are new or reconditioned. Dell may provide replacement parts made by various manufacturers when supplying parts to you. The warranty term for a replacement part is the remainder of the limited warranty term.

You will pay Dell for replacement parts if the replaced part is not returned to Dell. The process for returning replaced parts, and your obligation to pay for replacement parts if you do not return the replaced parts to Dell, will be in accordance with Dell's Exchange Policy in effect on the date of the exchange.

You accept full responsibility for your software and data. Dell is not required to advise or remind you of appropriate backup and other procedures.

General Provisions

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE.

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

These provisions apply to Dell's three-year limited warranty only. For provisions of any service contract covering your system, refer to your invoice or the separate service contract that you will receive.

If Dell elects to exchange a system or component, the exchange will be made in accordance with Dell's Exchange Policy in effect on the date of the exchange. In any instance in which Dell issues a Return Material Authorization Number, Dell must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty.



NOTE: If you chose one of the available warranty and service options in place of the standard three-year limited warranty described in the preceding text, the option you chose will be listed on your invoice.

Three-Year Limited Warranty (Canada Only)

Dell Computer Corporation ("Dell") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Dell warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The warranty term is three years beginning on the date of invoice, as described in the following text.

Damage due to shipping the products to you is covered under this limited warranty. Otherwise, this limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dell, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dell.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a Dell system after the system is shipped from Dell; accessories or parts added to a Dell system through Dell's system integration department; accessories or parts that are not installed in the Dell factory; or DellWare products. Monitors, keyboards, and mice that are Dell-branded or that are included on Dell's standard price list are covered under this limited warranty; all other monitors, keyboards, and mice (including those sold through the DellWare program) are not covered. Batteries for

portable computers are covered only during the initial one-year period of this limited warranty.

Coverage During Year One

During the one-year period beginning on the invoice date, Dell will repair or replace products covered under this limited warranty that are returned to Dell's facility. To request warranty service, you must call Dell's Customer Technical Support within the warranty period. Refer to the chapter titled "Getting Help" in your system's troubleshooting documentation or, for some systems, the section titled "Contacting Dell" in your system's online guide to find the appropriate telephone number for obtaining customer assistance. If warranty service is required, Dell will issue a Return Material Authorization Number. You must ship the products back to Dell in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dell will ship the repaired or replacement products to you freight prepaid if you use an address in Canada, where applicable. Shipments to other locations will be made freight collect.



NOTE: Before you ship the product(s) to Dell, back up the data on the hard-disk drive(s) and any other storage device(s) in the product(s). Remove any removable media, such as diskettes, CDs, or PC Cards. Dell does not accept liability for lost data or software.

Dell owns all parts removed from repaired products. Dell uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Dell repairs or replaces a product, its warranty term is not extended.

Coverage During Years Two and Three

During the second and third years of this limited warranty, Dell will provide, on an exchange basis and subject to Dell's Exchange Policy in effect on the date of the exchange, replacement parts for the Dell hardware product(s) covered under this limited warranty when a part requires replacement. You must report each instance of hardware failure to Dell's Customer Technical Support in advance to obtain Dell's concurrence that a part should be replaced and to have Dell ship the replacement part. Dell will ship parts (freight prepaid) if you use an address in Canada, where applicable. Shipments to other locations will be made freight collect. Dell will include a prepaid shipping container with each replacement part for your use in returning the replaced part to Dell. Replacement parts are new or reconditioned. Dell may provide replacement parts made by various manufacturers when supplying parts to you. The warranty term for a replacement part is the remainder of the limited warranty term.

You will pay Dell for replacement parts if the replaced part is not returned to Dell. The process for returning replaced parts, and your obligation to pay for replacement parts if you do not return the replaced parts to Dell, will be in accordance with Dell's Exchange Policy in effect on the date of the exchange.

You accept full responsibility for your software and data. Dell is not required to advise or remind you of appropriate backup and other procedures.

General Provisions

DELL MAKES NO EXPRESS WARRANTIES OR CONDITIONS BEYOND THOSE STATED IN THIS LIMITED WARRANTY STATEMENT. DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION).

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE.

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

These provisions apply to Dell's three-year limited warranty only. For provisions of any service contract covering your system, refer to your invoice or the separate service contract that you will receive.

If Dell elects to exchange a system or component, the exchange will be made in accordance with Dell's Exchange Policy in effect on the date of the exchange. In any instance in which Dell issues a Return Material Authorization Number, Dell must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty.



NOTE: If you chose one of the available warranty and service options in place of the standard three-year limited warranty described in the preceding text, the option you chose will be listed on your invoice.

One-Year End-User Manufacturer Guarantee (Latin America and the Caribbean Only)

Guarantee

Dell Computer Corporation ("Dell") warrants to the end user in accordance with the following provisions that its branded hardware products, purchased by the end user from a Dell company or an authorized Dell distributor in Latin America or the Caribbean, will be free from defects in materials, workmanship, and design affecting

normal use, for a period of one year from the original purchase date. Products for which proper claims are made will, at Dell's option, be repaired or replaced at Dell's expense. Dell owns all parts removed from repaired products. Dell uses new and reconditioned parts made by various manufacturers in performing repairs and building replacement products.

Exclusions

This Guarantee does not apply to defects resulting from: improper or inadequate installation, use, or maintenance; actions or modifications by unauthorized third parties or the end user; accidental or willful damage; or normal wear and tear.

Making a Claim

Claims must be made in Latin America or the Caribbean by contacting the Dell point of sale within the guarantee period. The end user must always supply proof of purchase, indicating name and address of the seller, date of purchase, model and serial number, name and address of the customer, and details of symptoms and configuration at the time of malfunction, including peripherals and software used. Otherwise, Dell may refuse the guarantee claim. Upon diagnosis of a warranted defect, Dell will make arrangements and pay for ground freight and insurance to and from Dell's repair/replacement center. The end user must ensure that the defective product is available for collection properly packed in original or equally protective packaging together with the details listed above and the return number provided to the end user by Dell.

Limitation and Statutory Rights

Dell makes no other warranty, guarantee or like statement other than as explicitly stated above, and this Guarantee is given in place of all other guarantees whatsoever, to the fullest extent permitted by law. In the absence of applicable legislation, this Guarantee will be the end user's sole and exclusive remedy against Dell or any of its affiliates, and neither Dell nor any of its affiliates shall be liable for loss of profit or contracts, or any other indirect or consequential loss arising from negligence, breach of contract, or howsoever.

This Guarantee does not impair or affect mandatory statutory rights of the end user against and/or any rights resulting from other contracts concluded by the end user with Dell and/or any other seller.

Dell World Trade LP

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Dell Computadores do Brasil Ltda (CNPJ No. 72.381.189/0001-10)/

Dell Commercial do Brasil Ltda (CNPJ No. 03 405 822/0001-40)

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Providencia, Santiago - Chile

Dell Computer de Colombia Corporation

Carrera 7 #115-33 Oficina 603
Bogota, Colombia

Dell Computer de Mexico SA de CV

Rio Lerma #302- 4 Piso
Col. Cuauhtemoc, Mexico, D.F. 06500

“Total Satisfaction” Return Policy (U.S. and Canada Only)

If you are an end-user customer who bought new products directly from a Dell company, you may return them to Dell within 30 days of the date of invoice for a refund or credit of the product purchase price. If you are an end-user customer who bought reconditioned or refurbished products from a Dell company, you may return them to Dell within 14 days of the date of invoice for a refund or credit of the product purchase price. In either case, the refund or credit will not include any shipping and handling charges shown on your invoice. If you are an organization that bought the products under a written agreement with Dell, the agreement may contain different terms for the return of products than specified by this policy.

To return products, you must call Dell Customer Service to receive a Credit Return Authorization Number. Refer to the chapter titled “Getting Help” in your system's troubleshooting documentation or, for some systems, the section titled “Contacting Dell” in your system's online guide to find the appropriate telephone number for obtaining customer assistance. To expedite the processing of your refund or credit, Dell expects you to return the products to Dell in their original packaging within five days of the date that Dell issues the Credit Return Authorization Number. You must also prepay shipping charges and insure the shipment or accept the risk of loss or damage during shipment. You may return software for refund or credit only if the sealed package containing the diskette(s) or CD(s) is unopened. Returned products must be in as-new condition, and all of the manuals, diskette(s), CD(s), power cables, and other items included with a product must be returned with it. For customers who want to return, for refund or credit only, either applications software or an operating system that has been installed by Dell, the whole system must be returned, along with any media and documentation that may have been included in the original shipment.

This “Total Satisfaction” Return Policy does not apply to DellWare products, which may be returned under DellWare's then-current return policy. In addition, reconditioned parts purchased through Dell Spare Parts Sales in Canada are nonreturnable.

