

Dell Canada Consumer Terms of Sale – Purchase Through Marketplace

PLEASE READ THESE TERMS CAREFULLY! THEY INCLUDE VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AND DELL'S RESPONSIBILITIES. By submitting your order, you acknowledge that you have read and agree to be bound by these terms in their entirety.

1. **Application.** These Consumer Terms of Sale ("Terms") apply to the purchases you make from Dell Canada Inc. through a third-party marketplace in Canada for consumer products, software, services or support ("Product").
2. **Orders, Acceptance and Cancellation.** Your order is an offer to buy. You may receive an order confirmation email from the third-party marketplace to acknowledge receipt of your order, but Dell does not accept your order until we send a notice that the Product has shipped. Dell may ship parts of an order separately. Dell reserves the right at any time, even if we send a confirmation email, or ship a product to you, to decline or cancel your order or to limit or reduce order quantities for any reason, including for pricing or other errors, supply constraints or suspected fraud. We may also cancel orders if we believe you are purchasing products for the purpose of reselling them.
3. **Pricing and Availability.** Prices and promotions are subject to change. If an error impacts your order, or a Product ordered is no longer available, we will either contact you for instructions, give you alternative options, or cancel all or part of your order. If there is a delay in shipping your order, we may communicate a new delivery date or cancel your order.
4. **Taxes and Fees.** Dell's prices exclude sales and other taxes associated with your order. The third-party marketplace will bill you the relevant amounts plus applicable taxes and collect payment.
5. **Shipping.** Title to the Product (excluding software) passes to you when the Product is delivered to your shipping address. Software is licensed to you and not sold. You are responsible for inspecting the package(s) at the time of delivery and must identify any visible damage on the delivery receipt that the carrier asks you to sign. For security purposes, the carrier may ask you to present valid identification in order for you to collect your package. Dell is not responsible for any visible shipping damages not noted on the delivery receipt or for any carrier identification requirements.
6. **Other Terms.** The Terms also consist of Dell's:
 - a. 30-Day Return Policy
You must ask for a return authorization number and return the Product to Dell at the address specified by Dell in its original or similar packaging within 30 days of Dell Shipping out to the product to you. Some products may not be able to be returned, and you can find other details of Dell's return policy within the third-party marketplace site.
 - b. Consumer Warranties (for Dell-branded hardware purchases)
Dell's limited hardware warranty covers repairs of defects in materials and workmanship in the Dell branded Products that you buy. The product description should identify the duration of the warranty provided by Dell (typically one year for system but may be less for accessories). MORE DETAILS ON WHERE TO FIND A FULL DESCRIPTION OF DELL'S LIMITED WARRANTIES WILL BE IDENTIFIED INSIDE THE PRODUCT PACKAGING. FOR QUEBEC RESIDENTS ONLY: YOU MAY HAVE A WARRANTY AVAILABLE UNDER QUEBEC LAW. For more information on this legal warranty, go to the website of the Office de la protection du consommateur at www.opc.gouv.qc.ca.
 - c. License Agreements
If any software provided by Dell for support or service does not have its own license agreement presented through a click or other similar mechanism, Dell will communicate to you where you can find the license terms. Third Party Software or Products are subject to license provisions presented or provided by the applicable third party provided.
 - d. Support
Dell will provide technical support through remote diagnosis and a repair service for issues covered by (and for the duration of) the Product warranty. Depending on the Product you buy, the repair service may consist of remote diagnosis followed by onsite/in-home or mail-in depot repair. Depending on the province where you live, you may be responsible for the costs of shipping Product to our depot repair facilities and/or long-distance charges for telephone support.
7. **Warranty Disclaimer; Disclaimer of Third-Party Products.** SERVICE, SOFTWARE, MAINTENANCE OR SUPPORT AND THIRD-PARTY PRODUCTS OR SERVICES, ARE PROVIDED "AS IS." EXCEPT AS STATED IN SECTION 6b, DELL PROVIDES NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. IF YOU BUY A NON-DELL BRANDED PRODUCT FROM DELL, YOU MUST ADDRESS ALL ISSUES RELATED TO THAT PRODUCT WITH THE THIRD-PARTY MANUFACTURER OR DEVELOPER AND DELL WILL NOT BE RESPONSIBLE OR LIABLE FOR THOSE PRODUCTS WHATSOEVER.
8. **Receiving Warranty or Service Support; Data Backup.** Losing data stored on your system is always upsetting. IT IS YOUR RESPONSIBILITY TO BACK UP ALL EXISTING DATA, SOFTWARE AND PROGRAMS BEFORE RECEIVING SERVICES OR SUPPORT

(INCLUDING TELEPHONE SUPPORT). DELL AND ITS SERVICES PROVIDERS WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS, OR FOR LOSS OF USE OF SYSTEM(S) ARISING OUT OF THE SERVICES OR SUPPORT OR ANY ACT OR OMISSION, INCLUDING NEGLIGENCE, BY DELL OR ITS SERVICE PROVIDER. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new, or reconditioned.

9. **Limitation of Liability.** In no event will Dell be liable for: (i) any indirect, consequential, exemplary, incidental or punitive damages; (ii) loss of profits, wages, or data, or for value associated with your time; (iii) business related expenses; or (iv) loss of credit or harm to your credit rating. **YOU AGREE THAT DELL'S LIABILITY ARISING FROM THESE TERMS AND ANY DISPUTE OR SERIES OF RELATED DISPUTES UNDER THESE TERMS WILL BE CAPPED AT THE TOTAL AMOUNT YOU PAID FOR THE ORDER OR PRODUCT (OR SERVICE) AT ISSUE.** Notwithstanding the foregoing, Dell's sole liability for any order that it cancels is to issue a refund through the third-party marketplace to the original payment method.
10. **Purchases may not be resold or exported.** Your purchase is for your own use, not for resale, export, re-export or transfer. Your purchase is subject to and you are responsible for compliance with the export control and economic sanctions laws of Canada and the United States and other applicable jurisdictions ("Export Laws"). Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to the Export Laws.
11. **Governing Law.** EXCEPT IF YOU LIVE IN QUEBEC, THESE TERMS AND ANY DISPUTE BETWEEN YOU AND DELL WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW. IF YOU LIVE IN QUEBEC, THESE TERMS AND ANY DISPUTE BETWEEN YOU AND DELL WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF QUEBEC AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW.
12. **Dispute Resolution.** To the maximum extent permitted under applicable law, YOU WAIVE ANY RIGHT TO LITIGATE DISPUTES AS PART OF A CLASS ACTION, A REPRESENTATIVE ACTION, OR A CONSOLIDATED ACTION. Neither you nor Dell may join or consolidate claims of others or participate in any claim as a class representative or a class member. Before you begin a lawsuit or arbitration, on an individual basis, against Dell, you must first try and resolve the dispute with Dell or any claim you may have against Dell through good faith negotiations. You will notify Dell that you are invoking your right under this Section 12 to negotiate a resolution to your dispute and/or resolve your claims. You and Dell will then each communicate a position to each other and the parties will make good faith efforts to negotiate a resolution. If negotiations fail to resolve the dispute or your claims, you are then entitled to make a claim against Dell on an individual basis: (i) through arbitration to be administered by the American Arbitration Association (AAA), subject to its Consumer Arbitration Rules, available at (800) 778-7879 and www.adr.org; or (ii) by filing a claim against Dell, in small claims court located in Ontario, or in the province where you reside.