

KUPNÍ SMLOUVA

SMJ0547

uzavřená níže uvedeného dne, měsíce a roku podle § 2079 a násl. zákona č. 89/2012 Sb., občanského zákoníku, v platném znění

I. SMLUVNÍ STRANY

Kupující:

Institut pro veřejnou správu Praha, státní příspěvková organizace

se sídlem: Dlážděná 6, 110 00 Praha 1

zastoupená: [REDACTED]

IČ: 70890293

DIČ: CZ70890293

bankovní spojení: [REDACTED]

tel.: [REDACTED]

e-mail: [REDACTED]

Organizace zřízená zřizovací listinou vydanou Ministerstvem vnitra pod č.j. 353/2000 ze dne 15.12.2000-3765

„dále jen kupující“

Prodávající:

COMP NET SYSTEMS, s.r.o.

se sídlem: Riegrova 2573/3, 466 01 Jablonec nad Nisou

zastoupená: [REDACTED] rokuristou

IČ: 63144379

DIČ: CZ63144379

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tel: [REDACTED]

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Společnost je zapsaná v obchodním rejstříku, u Krajského soudu v Ústí n. Labem - spisová značka C.9052

„dále jen prodávající“

(společně také jako „smluvní strany“)

II. PŘEDMĚT SMLOUVY

Předmětem smlouvy je dodávka software na základě výsledku veřejné zakázky „N006/19/V00032446 - Prodloužení rozšířených záruk serverů, aktivních prvků a virtualizačního SW“. Kupující se zavazuje zboží převzít a zaplatit sjednanou cenu.

Přesný typ je dán nabídkou NJ14253, která je nedílnou součástí této smlouvy jako příloha č.1. Produkty (záruky) jsou určeny pro český trh.

Předmět plnění splňuje přesně požadovanou záruku dle zadání.

III. TERMÍN, MÍSTO PLNĚNÍ A ZÁRUKA

Prodávající je povinen dodat zboží do 10 dní od platnosti a účinnosti smlouvy. Nejpozději do 11.12.2019.

Místem dodání zboží je Institut pro veřejnou správu Praha, Dláždění 6, 110 00 Praha 1. Převzetí zboží bude potvrzeno oběma stranami na dodacím listě.

Prodávající zašle registrační údaje, kterými se záruka zaregistruje na stránkách výrobce. Případně záruky zaregistruje sám a kupujícímu zašle odkaz na stránky výrobce HW, kde to bude registrace uvedena (v případě, že tak neučiní nebo záruka nebude funkční, není předmět plnění smlouvy dodán/splněn).

IV. KUPNÍ CENA A SPLATNOST KUPNÍ CENY

Cena za dodávku předmětu plnění smlouvy je dána nabídkou NJ14253.

Tato cena je stanovena jako nejvýše přípustná vycházející z nabídkové ceny.

V ceně je zahrnuta doprava do místa dodání. Kupující zaplatí smluvní cenu na základě faktury (účetního daňového dokladu) prodávajícího s lhůtou splatnosti do 14 dnů od doručení faktury. Součástí účetního daňového dokladu bude kopie potvrzeného dodacího listu.

Daň z přidané hodnoty bude prodávajícímu účtována ke sjednané kupní ceně za zboží v souladu se zák. č. 235/2004 Sb. ve znění pozdějších předpisů.

Faktura je považována za proplacenou okamžikem odepsání příslušné částky z účtu kupujícího. Faktura prodávajícího musí splňovat náležitosti účetního dokladu dle zák. č. 563/1991 Sb. o účetnictví, ve znění pozdějších předpisů, a náležitosti daňového dokladu dle zákona č. 235/2004 Sb. o DPH (dále ZoDPH), ve znění pozdějších předpisů, a dále též náležitosti obchodní listiny. Námitky proti údajům uvedeným ve faktuře může kupující uplatnit u prodávajícího nejpozději do konce lhůty splatnosti faktury, s tím, že kupující je oprávněn fakturu vrátit prodávajícímu s uvedením výhrad s žádostí o opravu nebo vystavení nového dokladu. Pokud budou výhrady uznány prodávajícím jako oprávněné, nová lhůta splatnosti běží od okamžiku doručení opraveného dokladu kupujícímu. Nedodržením lhůty pro vrácení faktury nebo neoprávněným vrácením faktury se doba splatnosti faktury nepřerušuje.

V. SMLUVNÍ POKUTA a ÚROKY Z PRODLENÍ

Při nedodržení termínu úhrady faktury je prodávající oprávněn fakturovat kupujícímu úrok z prodlení ve výši 0,5 promile z nezaplacené ceny stanovené touto kupní smlouvou za každý započatý kalendářní den prodlení.

Při nedodržení termínu plnění je kupující oprávněn fakturovat prodávajícímu smluvní pokutu ve výši 5000 Kč za každý, i započatý, den prodlení.

VI. ODSTOUPENÍ OD SMLOUVY

Odstoupení od smlouvy se řídí ustanovení § 2001 a násl. občanského zákoníku. Smluvní strany pokládají za podstatné porušení smlouvy prodlení prodávajícího se splněním předmětu smlouvy ve sjednaném termínu dle Čl. 3 této smlouvy nebo nedodání zboží v požadované kvalitě a množství dle této smlouvy.

Kupující je oprávněn odstoupit od smlouvy, jestliže se prodávající ocitne pravomocným rozhodnutím soudu v úpadku dle zákona č. 182/2006 Sb. o úpadku a způsobech jeho řešení (insolvenční zákon), ve znění pozdějších předpisů.

VIII. ŘEŠENÍ SPORU

Veškeré spory mezi smluvními stranami budou řešeny nejprve smírně. Nebude-li smírného řešení dosaženo, budou spory řešeny v soudním řízení před obecnými soudy České republiky

IX. ODPOVĚDNOST ZA ŠKODU

Prodávající odpovídá za škodu způsobenou vadným plnění této smlouvy v rozsahu stanoveném českým právním řádem, zejména pak občanským zákoníkem.

X. ZÁVĚREČNÁ USTANOVENÍ

Pokud k datu uskutečnění zdanitelného plnění budou u prodávajícího naplněny podmínky ust. § 106a zák. č. 235/2004 Sb., o dani z přidané hodnoty (nespolehlivý plátce) nebo bude na daňovém dokladu - smlouvě uveden bankovní účet nezveřejněný zákonným způsobem ve smyslu ust. § 109 odst. 2 písm. c) ZoDPH (nezveřejněný účet), je kupující oprávněn postupovat dle ust. § 109a ZoDPH, tj. zvláštním způsobem zajištění daně. V takovém případě je kupující oprávněn uhradit část finančního závazku ve výši vypočtené daně z přidané hodnoty nikoliv na bankovní účet prodávajícího, ale přímo na bankovní účet příslušného správce daně. Tímto bude finanční závazek kupujícího vůči prodávajícímu v části vypočtené výše daně z přidané hodnoty vyrovnán.

Kontaktní osoby:

za prodávajícího –

el.:

e-mail:

za kupujícího –

tel.:

e-mail:

Změny a doplňky této smlouvy lze učinit pouze písemnými dodatky, které musí být podepsány smluvními stranami.

Tato Smlouva nabývá platnosti a účinnosti dnem jejího podpisu oběma Smluvními stranami a zároveň je Smlouva účinná zveřejněním v registru smluv. Kupující se zavazuje provést zveřejnění bezodkladně (do 5 pracovních dnů) po podpisu smlouvy oběma smluvními stranami. Smlouva je vyhotovena ve třech stejnopisech, z nichž prodávající obdrží jedno a kupující dvě vyhotovení.

Příloha č. 1 – nabídka

Příloha č. 2 – Specifikace výrobce – podrobný popis nabízeného plnění

V Praze dne: 9.12.2019

za kupujícího:



JUDr. Mária Bielezlová
ředitelka

V Jablonci nad Nisou dne: 4.12.2019

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Jablonec nad Nisou
483 011 109

V Praze

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JUDr. 
ředitelka

V Jablonci nad Nisou dne: 4.12.2019

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ProSupport for Enterprise

Introduction

Dell EMC¹ is pleased to provide ProSupport for Enterprise (the "Service(s)" or "Support Services") in accordance with this Service Description ("Service Description"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell EMC (the "Order Form") will include the name(s) of the Product(s)², applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the "Agreement"), contact your Dell EMC sales representative. For Customers who purchase from Dell under a separate Agreement that authorizes the sale of these Services, the Dell Services Terms & Conditions Supplement³ also applies to these Services. For a copy of your agreement with your applicable Dell EMC reseller, contact that reseller.

The Scope of This Service

The features of this Service include:

- Access on a 24x7 basis (including holidays)⁴ to the Dell EMC Customer Service and Support organization for troubleshooting assistance of Products.
- On-site dispatch of a technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell EMC as detailed in the Agreement (as necessary and according to the support option purchased) to address a Product problem. See below for more details on severity levels and onsite service options.

Please review the table below for more details.

How to Contact Dell EMC if You Require Service

Online, Chat, and Email Support: Dell EMC website, chat, and email support available for select products at <https://www.dell.com/support>.

Telephone Support Requests: Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in this document. Visit <https://www.dell.com/support> for a list of applicable telephone numbers for your location.

The following chart lists the service features of ProSupport for Enterprise provided under Dell EMC's warranty and/or maintenance terms. ProSupport for Enterprise is available to support and maintain:

1. Dell EMC® Equipment which is identified on the [Dell EMC Product Warranty and Maintenance Table](#) or on your Order Form as
 - including ProSupport for Enterprise during the applicable warranty period; or
 - eligible for upgrade to ProSupport for Enterprise during the applicable warranty period; or
 - eligible for ProSupport for Enterprise during a subsequent maintenance period.
2. Dell EMC Software which is identified on the [Dell EMC Product Warranty and Maintenance Table](#) or on your Order Form as eligible for ProSupport for Enterprise during a maintenance period.

¹ "Dell EMC", as used in this document, means the applicable Dell sales entity ("Dell") specified on your Dell Order Form and the applicable Dell EMC sales entity ("Dell EMC") specified on your Dell EMC Order Form. The use of "Dell EMC" in this document does not indicate a change to the legal name of the Dell or Dell EMC entity with whom you have dealt.

² As used in this document, "Dell EMC Products", "Products", "Equipment" and "Software" means the Dell EMC Equipment and Software identified on the [Dell EMC Product Warranty and Maintenance Table](#) or on your Order Form, and "Third Party Products" is defined in your Agreement, or in the absence of such definition in your Agreement, in the [Dell EMC Commercial Terms of Sale](#), or your local Dell EMC terms of sale, as applicable. "You" and "Customer" refers to the entity named in the purchaser of these Services named in the Agreement.

³ To review the Dell Services Terms of Sale Supplement, please go to <https://www.dell.com/servicecontracts/global>, choose your country and select the Support Services tab on the left hand navigation column of your local country page.

⁴ Availability varies by country. Contact your sales representative for more information.

SERVICE FEATURE	DESCRIPTION	PROSUPPORT—COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	<p>Customer contacts Dell EMC by telephone or web interface on a 24x7 basis to report an Equipment or Software problem and provides input for initial assessment of Severity Level*.</p> <p>Dell EMC provides (i) a response by remote means using a Dell EMC technical support resource for troubleshooting assistance based on the Severity Level of the problem; or (ii) when deemed necessary by Dell EMC, Onsite Response as described below.</p>	Included.
ONSITE RESPONSE	Dell EMC sends authorized personnel to Installation Site to work on the problem after Dell EMC has isolated the problem and deemed Onsite Response necessary.	<p>Included for Equipment only.</p> <p>Initial Onsite Response objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response during the same business day, or 2) a service response during the next local business day, during normal business hours, after Dell EMC deems Onsite Support is necessary.</p> <p><u>4-Hour Mission Critical On-site Response</u></p> <p>Typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.</p> <ul style="list-style-type: none"> • Available seven (7) days each week, twenty-four (24) hours each day - including holidays. • Available within defined four (4) hour response locations. • 4 Hour parts locations stock essential operational components, as determined by Dell EMC. Non-essential parts may be shipped using overnight delivery. • Ability to define if the issue is a Severity 1 upon remote supports initial diagnosis • Critical situation procedures - Severity level 1 issues are eligible for quick Escalation/Resolution Manager and "CritSit" incident coverage. • Emergency dispatch - onsite service technician dispatched in parallel with immediate phone-based troubleshooting for Severity 1 issues. <p><u>Next Business Day On-site Response</u></p> <p>Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.</p> <ul style="list-style-type: none"> • Calls received by Dell EMC after local cutoff at Customer site local time may require an additional business day for service technician to arrive at Customer's location. • Available only on select models of Products. <p>Onsite Response does not apply to Software and may be separately purchased.</p>

***SEVERITY LEVEL DEFINITIONS**

SEVERITY 1 Critical – loss of ability to perform critical business functions and requires immediate response

SEVERITY 2 High – able to perform business functions, but performance/capabilities are degraded or severely limited.

SEVERITY 3 Medium/Low – little to no business impact.

REPLACEMENT PARTS DELIVERY	Dell EMC provides replacement parts when deemed necessary by Dell EMC.	Included. Replacement parts delivery objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response during the same business day, or 2) a service response during the next local business day, during normal business hours, after Dell EMC deems that a replacement part delivery is necessary
		Local country shipment cut-off times may impact the same day/next local business day delivery of replacement parts.
		Installation of all replacement parts performed by Dell EMC as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See <u>Dell EMC Product Warranty and Maintenance Table</u> for listing of parts designated as CRUs for specific Equipment or contact Dell EMC for more details.
		If Dell EMC installs the replacement part, Dell EMC will arrange for its return to an Dell EMC facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell EMC.
PROACTIVE SOLID STATE DRIVE REPLACEMENT	Included for Storage and Converged Products. If the Endurance Level (as defined below) for any solid-state drive prior to the device reaching its full capacity or less (as determined by Dell EMC), the Customer is eligible to receive a replacement solid state drive. Endurance Level means the average percentage of life span remaining on the eligible SSD.	Included. Response objective is based on the applicable Replacement Parts Delivery and Onsite Response service features detailed above. Customer must activate and maintain the currently supported version(s) of SupportAssist and/or Secure Remote Support software during the applicable term of support. SupportAssist and/or Secure Remote Support enablement, as applicable is a prerequisite for these additional renewal service features.
RIGHTS TO NEW RELEASES OF SOFTWARE	Dell EMC provides the rights to new Software Releases as made generally available by Dell EMC.	Included.
INSTALLATION OF NEW SOFTWARE RELEASES	Dell EMC performs the installation of new Software Releases.	Included for ProSupport Mission Critical only. Customer performs the installation of new Software Releases of Software (that is, Software not classified as Equipment operating environment Software), unless otherwise deemed necessary by Dell EMC. Included for Software which Dell EMC determines is Equipment operating environment Software and only when the associated Equipment into which the operating environment Software is being installed is covered by a Dell EMC warranty or then current Dell EMC maintenance contract.
24X7 REMOTE MONITORING AND REPAIR	Certain Products will automatically and independently contact Dell EMC to provide input to assist Dell EMC in problem determination. Dell EMC remotely accesses Products if necessary for additional diagnostics and to provide remote support.	Included for Products that have remote monitoring tools and technology available from Dell EMC. Once Dell EMC is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.
24X7 ACCESS TO ONLINE SUPPORT TOOLS	Customers who have properly registered have access on a 24x7 basis to Dell EMC's web-based knowledge and self-help customer support tools via the Dell EMC Online Support site.	Included.

COLLABORATIVE ASSISTANCE

If a Customer opens a service request and Dell EMC determines that the problem arises with an eligible third-party vendor's product commonly utilized in conjunction with Products covered by a current Dell EMC warranty or maintenance contract, Dell EMC will endeavor to provide Collaborative Assistance under which Dell EMC: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell EMC or an authorized Dell EMC reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell EMC IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** A list of Collaborative Assistance partners can be found on the [Collaborative Assistance List](#). Please note that supported third-party products may change at any time without notice to Customers.

DELL EMC SYSTEM SOFTWARE SUPPORT

Dell EMC Software support included within ProSupport for Enterprise provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) purchased from Dell EMC, 2) purchased with Products, 3) currently installed and operating on Products at the time that support is requested, and 4) the Product is covered by an existing ProSupport for Enterprise support and maintenance term of service. Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the [Comprehensive Software Support List](#). Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title and may require support from the publisher, including installation of additional software or other changes to Products, Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.

Additional Terms and Conditions Applicable to End Users Purchasing Product(s) from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell EMC Products and Services from the OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell EMC Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell EMC Supported Products that are provided without Dell EMC branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell. This OEM maintains responsibility for providing the initial troubleshooting even when its End User engages Dell EMC to request service, and if an End User contacts Dell EMC for service without contacting their OEM, Dell EMC will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell.

Dell EMC ProSupport for Enterprise on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's PowerEdge Product warranty that covers standard Dell EMC components in a standard configuration, and that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell EMC branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell EMC will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell EMC in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, and Dell EMC is not liable to Customer to ensure part availability, Dell EMC will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's Product. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell EMC will default to Next Business Day Service in these cases. Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell EMC to utilize a third party manufacturer/third party

publisher's warranty and/or maintenance services, and Customer agrees to assist Dell EMC and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell EMC's engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) after installation of the non-standard or unique parts, software requested by Customer is a point in time activity and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell EMC. Dell EMC will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell EMC will provide the results via reports with indication of Pass/Fail. Dell EMC will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell EMC Product, however modification of Dell EMC standard utilities (including BIOS, IDRAC, and SupportAssist) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell EMC engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's Equipment.

Other Details about Your Service

The warranty periods and support options ("Support Information") on this website apply (i) only between Dell EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with Dell EMC (the "Dell EMC Customer"); and (ii) only to those products or support options ordered by the Dell EMC Customer at the time that the Support Information is current. Dell EMC may change the Support Information at any time. Other than changes caused by publishers and manufacturers of Third Party Products, the Dell EMC Customer will be notified of any change in the Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between Dell EMC and the Dell EMC Customer, but any such change shall not apply to products or support options ordered by the Dell EMC Customer prior to the date of such change.

Dell EMC will have no obligation to provide Support Services with respect to Equipment that is outside the Dell EMC Service Area. "Dell EMC Service Area" means a location that is within (i) one hundred (100) drivable miles of an Dell EMC service location for Storage and Data Protection Equipment and/or components; and (ii) the same country as the Dell EMC service location, unless otherwise defined in your governing agreement with Dell EMC, in which case the definition in the governing agreement prevails.

This Service is not available at all locations. If your Product is not located in the geographic location that matches the location reflected in Dell EMC's service records for your Product, or if configuration details have been changed and not reported back to Dell EMC, then Dell EMC must first re-qualify your Product for the support entitlement you purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell EMC's obligation to supply the Services to relocated Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell EMC's then-current time and materials consulting rates.

Products or services obtained from any Dell EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the Support Information on this website. The reseller may make arrangements with Dell EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local Dell EMC sales representative for additional information on Dell EMC's performance of warranty and maintenance services on Products obtained from a reseller.

CONTACT US

To learn more, contact your local representative or authorized reseller.

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Rev. June 18, 2019