

Terms and Conditions

HP Support Service Agreement Terms & Conditions



HP PPS Australia Pty Ltd ABN. 16 603 480 628 (“HP”)

1. Consumer guarantees and your rights under the Australian Consumer Law:

a. Australian Consumer Law Acknowledgement (“ACL Acknowledgement”)

Nothing in this Agreement is intended to:

(1) exclude, restrict or modify any right or remedy you have in statute or otherwise to the extent that right or remedy cannot be excluded, restricted or modified under law, including the Australian Consumer Law; or

(2) limit or exclude our liability to the extent that the loss or damage arises from our gross negligence, fraud, criminal conduct or willful misconduct.

b. Consumer guarantees

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You (the Customer, as defined below) are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You (the Customer) are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

The support services described in the HP Support Service Agreement Terms and Conditions, together with the relevant HP Care Pack and service specifications specified in the HP Care Pack Product Name or Description and related HP Datasheet, (the “Agreement”) are provided in addition to any condition, warranty, guarantee, right or remedy you may have at law (including a consumer guarantee under the Australian Consumer Law).

2. Support Services:

HP will provide support services described in this Agreement (“HP Support Services”) in Australia for products purchased in Australia. If it is mutually agreed upon by HP and an HP Authorized Representative, an HP Authorized Representative will provide the HP Support Services on behalf of HP. Refer to the relevant HP Care Pack for the procedure to follow to claim your warranty.

3. Customer:

As used herein “Customer” refers to either:

- a. End-user HP customer who purchases the HP Support Services described in this Agreement directly from HP or from an authorized HP reseller, wholesaler, or distributor, or
- b. An HP Authorized Representative who purchases HP Support Services in order to obtain support for hardware products at its own site.

4. Charges:

Customer will prepay for HP Support Services under this Agreement at the time of support purchase. Customer will pay all applicable taxes. Full refunds for prepaid HP Support following a change of mind by Customer to acquire the Services are available if Customer cancels within thirty days of receipt of the Agreement. An additional charge may be billed to Customer for hardware products that are found not defective. Additional charges will be made available upon request. The Customer is only required to pay for HP Support Services, or any element of HP Support Services, which are wholly or partly over and above any condition, warranty, guarantee, right or remedy the Customer may have under a written law of the Commonwealth, a State or a Territory (including a consumer guarantee under the Australian Consumer Law) and the applicable HP limited warranty.

5. Eligible Products:

- a. To be eligible for support under this Agreement, product must be at the same specifications as at the time of supply and, in HP's reasonable opinion, in good operating condition.
- b. Customer can purchase HP Support Services only for designated HP and non-HP software for which Customer has rightfully acquired appropriate software license(s).
- c. If the customer chooses to relocate the product, it may result in reasonable additional support charges and modified service response times under this Agreement. HP is not responsible for relocating the product.
- d. HP SUPPORT SERVICES WILL NOT BE AVAILABLE FOR PRODUCTS IF THEY ARE MOVED OUTSIDE THE COUNTRY WHERE THIS AGREEMENT IS PURCHASED, UNLESS AGREED IN WRITING BY HP.
- e. Notwithstanding Section 5(a) of this Agreement, products which are in good operating condition at the time HP Support Services are purchased are eligible for post warranty hardware support under this Agreement even if they are not at the same specifications as at the time of supply.

6. Remedies:

In addition to any condition, warranty, guarantee, right or remedy the Customer may have at law (including a consumer guarantee under the Australian Consumer Law), under this Agreement, HP warrants replacement parts provided to maintain hardware products serviced hereunder against defects in materials and workmanship for 90 days after return of the product to Customer. If HP receives notice of defective replacement parts during the term of this Agreement, HP will repair or replace the replacement parts that prove to be defective. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. Subject to the ACL Acknowledgement above, in relation to products or services other than those of a kind ordinarily acquired for personal, domestic or household use or consumption, HP's liability for any breach of such condition or warranty under this Agreement is limited to one or more of the following: (a) if the breach relates to products: (i) the replacement of the products or the supply of equivalent products; (ii) the repair of such products; (iii) the payment of the cost of replacing the products or of acquiring equivalent products; or (iv) the payment of the cost of having the products repaired; and (b) if the breach relates to services: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

7. Limitation of Liability

Subject to the ACL Acknowledgement above:

(i) HP's liability, whether in contract, tort including negligence, equity, statute or otherwise is limited to: (a) damages for bodily injury; (b) direct damages to tangible property up to a limit of U.S.\$300,000; and (c) other direct damages for any claim based on a material breach of HP Support Services under this Agreement, up to a maximum of the support charges paid by Customer for this Agreement for the products at issue; and (ii) in no event will HP or its affiliates, subcontractors or suppliers be liable for any lost profits or savings, whether actual or potential; any lost revenue, contracts, customers, opportunities or goodwill, whether actual or potential; downtime costs; any loss of data, or software restoration; any damages relating to Customer's procurement of substitute products or services (i.e. "cost of cover"); or incidental, indirect, special, economic, punitive or consequential loss or damage whether or not HP was aware or should have been aware of the possibility of such loss or damage (but excluding damages for bodily injury). HP will not be liable for performance delays or for non-performance due to causes beyond its reasonable control.

8. Limitations of Service:

Subject to the ACL Acknowledgement above:

- a. Under this Agreement, HP does not provide support for products not supplied by HP unless approved by HP in writing, or for products that Customer does not allow HP to incorporate modifications. Customer or an approved designated contact is responsible for removing any products not eligible for support to allow HP to perform support services.
IF HP SUPPORT SERVICES ARE MADE MORE DIFFICULT BECAUSE OF SUCH PRODUCTS, HP WILL CHARGE CUSTOMER FOR THE EXTRA WORK AT HP'S STANDARD SERVICE RATES, WHICH WILL BE MADE AVAILABLE UPON REQUEST.
- b. Unless otherwise specified, this Agreement excludes the provision, return/replacement, and installation by HP of consumables, user

replacement parts, maintenance kits, or other consumable items including, but not limited to, accessories, operating supplies, magnetic media, paper, print heads, ribbons, toner, a/c adapters, and batteries.

- c. Unless otherwise specified, under this Agreement, HP Support Services do not cover any damage or failure caused by: (i) use of non-HP media, supplies and other products; (ii) site conditions that do not conform to reasonable and appropriate operating conditions (including HP's site specifications); (iii) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer, work or modification by people other than HP employees or HP Authorized Representatives, or other causes beyond HP's control; or (iv) inability of products not manufactured by HP and non-compliant HP products in Customer's supported environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), or the inability of these products to properly exchange date data with any products covered by HP Support Services. Complete resolution of some problems may be beyond the control of HP and thus outside the scope of HP Support Services.
- d. Supported Software Versions: HP provides HP Support Services only for the current and immediately preceding versions of HP software, and only when the software is used with hardware that is included in HP-specified configurations. HP will support specified versions of selected non-HP software, but will not support such software any longer than the vendor supports it.

9. Customer Responsibilities:

- a. The product covered by this Agreement and instructions on how to obtain HP Support Services are described on the HP confirmation of payment and/or the back of the physical HP Care Pack, which are incorporated herein by this reference.
- b. Customer or HP Authorized Representative is responsible for registering the hardware product to be supported under the HP Support Services within ten days of purchase of the HP Support Services, using the registration instructions within each package, email document, or as otherwise directed by HP. Alternatively, the Customer can also provide proof of purchase in order to be supported under this Agreement. In the event a covered product changes location or the HP Support Services are transferred with the sale of a used hardware product, registration (or a proper adjustment to existing HP registration) is to occur within ten days of purchase from previous owner. **HP IS NOT OBLIGATED TO PROVIDE HP SUPPORT SERVICES IF CUSTOMER OR HP AUTHORIZED REPRESENTATIVE DOES NOT REGISTER HARDWARE PRODUCT OR CUSTOMER DOES NOT PROVIDE PROOF OF PURCHASE AS STATED HEREIN.** HP's ability to provide the HP Support Services may be delayed if Customer does not register the hardware product or provide proof of purchase within ten days of purchase.
- c. Customer will make all reasonable efforts to support and cooperate with HP in resolving the problem remotely, for example, starting and executing self tests or diagnostic programs, providing all necessary information, or performing basic remedial activities upon HP's request.
- d. Customer will ensure that HP Support Services personnel are provided with sufficient electrical power to perform necessary hardware maintenance and operating supplies used during normal operation.
- e. Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products for reconstruction of lost, or altered files, data, or programs.
- f. Customer must notify HP if any hardware products serviced are being used in an environment that poses a potential health hazard to HP employees or subcontractors; HP may require Customer to maintain such products under HP supervision.
- g. Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.
- h. If remote support is available, Customer will allow HP to keep system and network diagnostic program resident on the covered product and provide HP login access for the exclusive purpose of performing diagnostics.
- i. Customer acknowledges that Customer has no ownership interest in diagnostic software provided by HP and that HP will remove these diagnostic programs and any HP loaned modems or other equipment upon termination of this Agreement. When capable, the covered product must be configured to permit access to one voice-grade telephone line and one data-quality telephone line; both must have terminations located near the covered product. Upon HP's request, Customer will run HP-supplied diagnostic programs before having a hardware product serviced under this Agreement.
- j. Off-Site Support and Exchange Services: Customer is responsible for performing the following functions prior to return shipping a failed hardware product to HP: a) perform all steps for self-test and trouble-shooting specified in the operating manual for the product; b) provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); and c) unless the product will be delivered and picked up in person by Customer, subject to Customer's rights under the Australian Consumer Law, Customer is responsible for packaging the failed product carefully in the original or HP provided shipping container, or a shipping container that prevents the product from being damaged while in transit to HP.

10. On-Site Support for HP Network Connectivity Products:

Configuration restoration assistance will be offered after repairing or replacing an HP hub, bridge, switch or router (or add-in HP module or transceiver). HP will work with the customer to restore the configuration of the serviced device if the valid pre-service configuration is immediately available. The valid configuration may be in the form of either an electronically saved file or a clear and complete printed documentation of all required device parameters. On-site support for HP Network Connectivity Products is a device-specific service and not intended for interconnection troubleshooting.

11. Maximum Use Limitations:

PRODUCTS OPERATED IN EXCESS OF AN ACCEPTABLE MAXIMUM USAGE RATE OR DUTY CYCLE (INCLUDING AS SPECIFIED IN THE TECHNICAL

12. Transfer of Service:

This Agreement may only be assigned in connection with sale of the covered product. Customer or HP Authorized Representative as assignor must inform HP when the covered product is sold. For assignment of this Agreement to be effective, assignment must be in writing, signed by the assignor and available for inspection by HP personnel. Assignment will not be valid if in breach of Australian, New Zealand or U.S. export regulations.

13. Term:

- a. For HP Support Services providing hardware support purchased during the product warranty period, this Agreement will begin on the date of initial purchase of the new hardware product to be supported and will terminate either at the end of the specified number of years of service purchased, which is set out in the relevant HP Care Pack; or for hardware support services with page limits, terminate once the specified page limit (or page count) has been exceeded or at the end of the specified number of years of service purchased, whichever comes first. Page count is defined as the number of pages (printed or plain) that have passed through a printer's print engine and recorded on the test page.
- b. For HP Support Services providing hardware support purchased after expiration of the HP Limited Warranty, this Agreement will begin on the purchase date of this Agreement and will terminate at the end of the specified number of years of service purchased.
- c. All orders will continue until terminated by either party under the provisions of this Agreement. This Agreement is not renewable; Customer may for some eligible products, purchase another Agreement upon expiration or termination of this Agreement. The cost of another Agreement will reflect the age of the product and service costs at time of purchase.

14. Termination:

Customer may terminate this Agreement by notifying HP within thirty days of purchase to receive a full refund from the place of purchase. HP may terminate at any time on reasonable notice if Customer fails to perform or observe any condition of this Agreement which has a material effect on the ongoing operation of the Agreement.

15. Governing Laws:

Any disputes arising in connection with this Agreement will be governed by the laws of Victoria, Australia. The courts of Victoria, Australia shall have jurisdiction.

16. Entire Agreement:

Save for any rights you may have at law which cannot be excluded, limited or modified, including your consumer guarantee rights contained in the Australian Consumer Law, the terms and conditions of this Agreement constitute the entire understanding between the parties relating to the provision of HP Support Services described herein and will supersede any previous communication, representation or agreement whether oral or written. Customer's additional or different terms and conditions will not apply. Customer's acceptance of this Agreement is deemed to occur upon Customer's purchase of HP Support Services, or failure to give notice of termination to place of purchase within thirty days or HP's provision of HP Support Services. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.

17. Warranty Support (Australia)

HP PPS Australia Pty Ltd
Rhodes Corporate Park, Building F, Level 5 | Homebush Bay Drive, Rhodes NSW 2138

For warranty support, please contact HP on:
Consumer Desktops and Printers: 1300 721 147
If dialing internationally: +61 3 8833 5000
Commercial Desktops and Printers: 13 10 47
If dialing internationally: +61 2 8278-1039

For a full listing of HP support contacts, please refer to hp.com.au and select the 'Connect with HP' option.

© Copyright 2016 HP Development Company, L.P. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.



Australia Version: 9 November 2023