

HP per incident Repair or Replacement Service Terms and Conditions (United States version)



- 1. Support Services:** Any HP per incident repair or replacement service (hereafter referred to as "Service(s)") provided by HP will be subject to these terms and conditions. A per incident service hereunder is a one time service offered to and accepted by Customer for an HP hardware product. The Service may be provided either remotely or on a 'return to HP' basis, at HP's option. Customer's acceptance of these terms and conditions will be deemed to occur upon Customer's purchase of the Service. Services will be delivered by HP or an HP Authorized Representative, at HP's option.
- 2. Customer:** As used herein "Customer" refers to an end-user HP customer who purchases the Services directly from HP.
- 3. Charges:** Customer will pay for the Service (hereafter referred to as the 'Service Charge') at the time of purchase and prior to any Service being delivered. Customer will pay all applicable taxes. The Service Charge is the total charge for all work performed by HP other than any charges for additional work as explained in Section 8 below.
- 4. Eligible Products:** To be eligible for Service, the HP product must be currently supported by HP.
- 5. Warranty:** HP warrants any replacement parts for the product provided by HP under the Service 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 this 90 day period. HP will, at its option, repair or replace the replacement parts that prove to be defective. If the Service results in the customer receiving an entire replacement product, the replacement product warranty will typically be 90 days or 1 year depending on the product. The actual warranties for the replaced parts or products will be forwarded to Customer with the replaced parts or product. THE ABOVE WARRANTIES AND THE WARRANTIES THAT ARE FORWARDED WITH THE REPAIRED OR REPLACED PRODUCT ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.
- 6. Limitations of Liability and Remedies:** For any material breach of this Service or these terms and conditions by HP, Customer's remedy and HP's liability will be limited to a refund of the Service Charge paid for the Service for the product at issue. HP will not be liable for performance delays or for nonperformance due to causes beyond its reasonable control, including when product or parts are not available. To the extent HP is held legally liable to Customer, HP's liability is limited to damages for bodily injury and damages to tangible property up to the limit of \$300,000 (U.S.) and other direct damages for any claim based on a material breach of Services, up to a maximum of the Service Charge paid by Customer for this Service for the product at issue. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP, ITS AFFILIATES, ITS SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR LOSS OF DATA OR FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

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7. **Timeliness of Action:** In no event will any cause of action be brought against HP more than one year after the cause of action has accrued.
8. **Limitations of Service:** HP does not provide Service for products not supplied by HP unless pre-approved by HP in writing, or for products that Customer does not allow HP to incorporate modifications or replacement parts. Customer or an approved designated contact is responsible for removing any products not eligible for support to allow HP to perform Services. If Services are made more difficult because of such products, HP will charge Customer for the extra work at HP's standard service rates. Upon receipt and inspection of the unit, HP reserves the right to provide the customer with an updated estimate to repair. The customer will have the option to accept or reject the updated repair estimate. If the customer does not approve the updated estimate, HP will ship the product back to the customer and the customer will be refunded any money already paid for the service (excluding shipping expenses).

Unless otherwise specified, this Service 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.

Unless otherwise specified, 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 HP's site specifications; (iii) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer (e.g., by owners or users of the supported system), 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 Services. Complete resolution of some problems may be beyond the control of HP and thus outside the scope of this Services.

9. **Non-HP Products:** HP is not liable for the performance or non-performance of third party vendors, their products, or their support services.
10. **Customer Responsibilities:**
- 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.
 - 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.
 - 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.
 - 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.
 - Customer acknowledges that Customer has no ownership interest in diagnostic software

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provided by HP and that HP will remove these diagnostic programs and any HP loaned modems or other equipment upon termination of this Service. 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 Service.

11. **Off-Site Support and Exchange Services:** Customer agrees to work with HP's agent to perform all steps for self-test and trouble-shooting requested by the HP agent prior to returning any product to HP. Customer further agrees to provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable) and, unless the product will be delivered and picked up in person by Customer, Customer agrees to package 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.
Products may not be sent to HP without HP's prior approval. HP is not responsible for any such non-approved products sent to it.
12. **Transfer of Service:** This Service is not transferable. The Service can only be rendered on the product registered at the time of the call.
13. **Entire Service:** These terms and conditions constitute the entire understanding between the parties relating to the provision of this Service 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 these Terms and Conditions is deemed to occur upon Customer's purchase of Service. No change of any of these terms and conditions will be valid unless in writing signed by an authorized representative of each party.*

For products purchased in the United States, Hewlett-Packard Company located at 3000 Hanover Street, Palo Alto, CA 94304, is legally and financially obligated to provide the Service described herein and these obligations are backed by the full faith and credit of HP. Toll Free #1-800-474-6836.