

# HP per incident Wireless, PC or Printer Installation Service Terms and Conditions (United States version)



1. **Support Services:** Any HP per incident in-home installation service (hereafter referred to as "Service(s)") provided by HP will be subject to these terms and conditions. A per incident service is a one time service offered to and accepted by Customer for an HP hardware product. Customer's acceptance of these terms and conditions (hereafter referred to as "Terms and Conditions" will be deemed to occur upon Customer's purchase of the Service. Services will be provided 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 consists of a pre-arranged, in-home, PC, printer or wireless installation by an installation technician with duration of 1 to 2 hours.
4. **Eligible Products:** The PC Installation Service applies to HP Presario and Pavilion desktop and notebook computers, HP consumer printers, and assistance with the installation of customer supplied 3<sup>rd</sup> party hardware and software (see Section 5 below). The Wireless Installation Service applies to HP Presario and Pavilion desktop and notebook computers, HP consumer printers and assistance with the installation of customer supplied 3<sup>rd</sup> party hardware, routers and software. To be eligible for Service, the HP product must be currently supported by HP and in working condition.
5. **Warranty:** HP warrants this PC, Printer or Wireless Installation Service for a period of 30 days. If the Service is not successful or complete HP will, at its discretion send an installation technician to the customer site to resolve any outstanding issue regarding the Service or offer a refund of the Service Charge paid for the Service. This warranty is provided to the original purchaser of the Service and applies only to work performed during the original Service event. Any modification of system software or computer hardware that affects installation of the PC or wireless network will void all warranties. Under this Service HP may provide assistance with installation of 3<sup>rd</sup> party hardware or software products, however, HP does not warranty that 3<sup>rd</sup> party hardware or software installation will be successful in every case. The customer may be required to contact the 3<sup>rd</sup> party hardware or software vendor to ensure compatibility. THE ABOVE WARRANTIES 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. SOME STATES DO NOT ALLOW A LIMITATION ON AN IMPLIED WARRANTY FOR CONSUMER PRODUCTS OR OF A CONSUMER'S STATUTORY RIGHTS. IN SUCH STATES SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD.
6. **Limitations of Liability and Remedies:** FOR ANY 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. HP WILL NOT BE LIABLE FOR PERFORMANCE DELAYS OR FOR NONPERFORMANCE DUE TO CAUSES BEYOND ITS

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REASONABLE CONTROL. 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 FOR 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.** SOME STATES DO NOT ALLOW A LIMITATION OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS OR OF A CONSUMER'S STATUTORY RIGHTS. IN SUCH STATES SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

**7. Timeliness of Action:** In no event will any cause of action be brought against HP more than one year from the date the cause of action has accrued.

**8. Limitations of Service:** The "Service" is a labor service only and does not include parts, repair or problem diagnosis and resolution. The Service does not include highly specialized installation features such as structured cable/wiring, enterprise software or hardware installation, data transfer, or customized configurations for customer's desktop, icons, folders or MS Windows operating system.

**9. Non-HP Products:** HP and its Authorized Representatives are not liable for the performance or non-performance of third party vendors, their products, or their support services.

**10. Customer Responsibilities:**

- a. Customer is responsible to ensure the computer is in working condition at time of "Service" and running the Microsoft Windows XP/XP Pro or Windows Vista operation system. Customer is responsible to ensure internet access is active and available at time of "Service". Customer must ensure all operating systems and/or ISP passwords, system discs and key codes are available at time of Service.
- b. Customer is responsible to ensure a person at least 18 years of age is present during the entire time period Services are provided.
- c. Customer is responsible for the security and safety 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. HP, or HP authorized representatives shall not be responsible at any time for data loss, alteration, or corruption of any software, data or files.
- d. 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 decline to

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- perform Services in such circumstances and return all charges paid.
- e. Customer is responsible to ensure that applicable software complies with license and copyright requirements and along with peripheral hardware is compatible with computer configuration.
  - f. Customer must schedule an appointment for the Service within 1 year of the Service purchase.
  - g. Customer must ensure the HP Authorized Representative has:
    - I. Customer's consent and cooperation to enter your residence.
    - II. A safe working environment and work space.
    - III. Access to the location of the computer and relevant peripherals and software.
    - IV. Access to electrical power.
  - h. Customer must provide HP or HP Authorized Representative notice on any customer initiated cancellation or rescheduling of Service prior to 24 hours before the initial scheduled time and date. There may be limited availability of appointment dates and time for rescheduled Service events. HP may change or delay Service appointments due to parts or technician availability, weather related instances, or unforeseen physical or traffic issues.

**11. Geographic Coverage and Coverage Window:** Service is available within the continental U.S. and parts of Hawaii and Alaska. Customer must call HP between 8:00 to 5:00 local time, 7 days a week (excluding Holidays) to set up an appointment. Next day appointments must be made before 3 pm local time the day prior. Next day appointments may not be available in some delivery areas.

**12. Force Majeure:** If HP or its authorized representative's ability to provide services is impaired by circumstances beyond the control of HP or its authorized representative, including but not limited to road or traffic conditions, weather, natural disasters, strikes, or other causes, HP or its authorized representative may choose not to provide services.

**13. Transfer of Service:** This Service is not transferable. The Service can only be rendered on the HP Pavilion PC, HP Presario PC, or HP consumer printer and to the customer registered at the time the installation appointment is scheduled.

**14. 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.