



HP Sales and Hardware Subscription Services Terms & Conditions

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ATTENTION: Please read these Terms carefully as they apply to orders submitted by you to HP either online or over the phone for products and services available on the HP Subscription Services Portal. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term “customer” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions (including the HP Hardware Service and service specifications), you must not accept this agreement and may not use the services.

HP Sales Subscription Services

Prices and Delivery Charges

Prices, delivery charges and payment will be as specified on the HP SS Portal, as determined when ordering online or over the phone. If applicable, HP will list delivery charges as a separate line item on its invoices. Prices will include the applicable goods and services taxes as at the date that the order is accepted by HP and the sale has been processed and concluded.

HP reserves the right to change prices published on the HP Subscription Services prior to acceptance of that order by HP.

Where there has been a typographical or other error in the price, HP has the right to correct the price at any time prior to delivery. HP will notify you of the corrected price. You may choose to pay the corrected price, however if you do not choose to pay the corrected price, then HP may cancel your order and will issue a refund or credit to your account, if you have already paid.

Prices quoted do not include installation. If you need assistance in installation, you may be able to purchase an installation and set-up service at the time of purchasing the product or you can go to an HP authorized reseller for help.

Orders

All orders are subject to acceptance by HP. HP will provide you with an order acceptance or rejection notice as soon as reasonably possible.

You will specify a delivery address within Australia unless otherwise agreed.

Once HP has accepted your order, it is final and binding upon you. HP products purchased within Australia will only be shipped or delivered within Australia. You may not export any products purchased at the HP Subscription Services.

Customer may cancel orders for Products (except Custom Products) at any time. Customer will pay early termination fee (equivalent to a 6 months subscription charge) if cancellation is produced before the minimum period of commitment (12 months).

Order Cancellation

HP has the right to cancel any accepted order prior to delivery in the event of any pricing error (as referred to above) or any material error outside of HP's control in connection with your order or other conditions published in the HP Subscription Services relevant for your order, or if any further verification of your credit conditions or records so warrants. If you have already made payment and your order is cancelled, HP will issue a refund or credit to your account.

Payment

Payment for products is due prior to delivery of the product. Payment for services is due prior to return of the serviced goods to you. Payment for services is due upon receipt of invoice. Where you make your purchase relying on credit provided by a third party, any acceptance by HP is subject to that third party providing credit to you. HP is not bound to complete the order and has no liability to you in the event that that third party fails to provide sufficient credit for the purchase. Payment terms are subject to credit card terms or HP credit approval depends on the chosen payment option provide by HP quote. Payment is automatically renewed.

Title and Risk of Loss

Title to hardware products passes to you upon the later of full payment and delivery of the products. Risk of loss and damage pass to you upon delivery.

HP Products Availability & Discontinuance

Availability of the products is limited, and products may not be available for immediate delivery. HP will contact you if the product is no longer available or if there will be a substantial delay in delivering the products to you. If the products are no longer available, HP will contact you and will discuss what (if any) alternative products are available. You will have the option to cancel or amend your order. If you have already made payment and your order is cancelled, HP will issue a refund or credit to your account. If your order is amended and purchase price changes, you will pay any additional amount due to HP in accordance with the payment terms set out in these Terms or HP will issue a refund or credit to your account.

Personal Use

Products and services acquired by you under these Terms are solely for your personal use and not for immediate resale or sub-licensing.

Your responsibilities

The products are capable of retaining user-generated data.

You should make periodic backup copies of the data, files and programs stored on your products, including hard drives and storage devices, as a precaution against possible failures, alteration, or loss of the data.

Before returning any product for service (including repair), be sure to back up data and remove any confidential, proprietary or personal information. Data may be lost during service (including repair).

You should maintain a separate backup system or procedure that is not dependent on the products so you can reconstruct lost or altered files, data, and programs.

Warranty

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You 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.

In addition, all HP branded products are covered by the applicable HP limited warranty according to the terms and limitations specified in the warranty statement bundled with such products. Please see the warranty statement bundled with the product or contact HP on the details below for further information or if you have any questions.

Products may have been manufactured using some refurbished components or may have been used internally for reliability or performance testing.

Goods presented for repair may be replaced by new or reconditioned or refurbished or comparable versions of the same type of goods rather than being repaired. New or reconditioned or refurbished or comparable versions of parts may be used to repair the goods.



HP Hardware Subscription services

If you purchase subscription services for an HP Hardware Service HP will send you at the time of purchase, support access details and relevant web address. HP will provide those maintenance and support services you ordered in accordance with the HP Support Services Agreement Terms and Conditions.

Software Licenses

HP software products are subject to HP's standard licence terms posted on the HP SS Portal. Non-HP software products and, exceptionally, some HP software products may be subject to different licence terms, as provided with such products.

Limitation of the Liability

Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited.

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 (and referred to above):

- HP does not warrant that the operation of products will be uninterrupted or error-free;
- HP is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the product;
- HP will not be liable for loss of data as it expects you to make appropriate arrangements to back up your data;
- HP will not be liable under the Terms for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising, whether caused by tort (including negligence), breach of contract or otherwise;
- and any term or condition of your order which is any way inconsistent with or in addition to these Terms will not be applicable or binding on HP unless otherwise agreed in a written agreement signed by you and HP and HP's failure to object will not be considered a waiver of these Terms.

HP does not exclude or limit liability for death or personal injury (including to the extent caused by its negligence) or for any other liability that cannot be excluded or limited by law

HP's maximum aggregate liability under the Terms whether in contract, tort (including negligence) or otherwise, 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, shall in no circumstances exceed the



amount payable by you to us in respect of the HP branded products or services in question.

Protection of Personal Data

You agree that any personally identifiable information you provide to us in connection with the HP SS Portal may be dealt with by HP in accordance with the terms specified in the HP Privacy Statement available at the bottom of the HP SS Portal web pages.

You also agree that HP may use personal information provided by you in order to conduct appropriate anti- fraud checks. Personal information that you provide may be checked against a credit reference or fraud prevention agency, which may keep a record of that information.

Export Statement of Assurance

Products obtained under these Terms may be subject to Australia and other government export control laws and regulations. You must comply with those regulations whenever it exports or re-exports controlled products or technical data obtained from HP or any product produced directly from the controlled technical data.

Other applicable terms

Products are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety systems, in hospitals in situations where uninterrupted performance is desirable or in nuclear facilities.

HP is not responsible for delay or failure to perform under these Terms due to causes beyond its reasonable control.

Each party will treat and hold confidential information provided by the other party which is marked as confidential or proprietary.

HP may subcontract the performance of services to qualified service suppliers.

All documents referred to in these Terms are incorporated into these Terms and are available from HP upon request.

Any customer site access requirements will not be enforceable to either increase the obligations or liabilities or reduce the rights under these Terms of HP, its officers, employees, or subcontractors.



Legal Entity Address

COMPANY	ADDRESS	CITY	ZIPCODE	COUNTRY
HP PPS Australia Pty Ltd	Building F, Level 5, 1 Homebush Bay Drive	Rhodes	NSW 2138	Australia

HP Hardware Subscription Services

Consumer guarantees and your rights under the Australian consumer Law

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.

The support services described in the HP Support Service Agreement Terms and Conditions, together with the relevant HP Hardware Service and service specifications specified in the HP Hardware Service Product Name or Description, (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). Nothing in this Agreement excludes, restricts or modifies any condition, warranty, guarantee, right or remedy you may have at law (including a consumer guarantee under the Australian Consumer Law) which cannot be lawfully excluded or limited.

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 Hardware Service for the procedure to follow to claim your warranty.

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,

unless the amount paid or payable for the goods and/or services is greater than \$40,000, and the goods and/or services the subject of this Agreement are not of a kind ordinarily acquired for personal, household or domestic use or consumption.

Charges

Customer will prepay for HP Support Services under this Agreement at the time of support purchase. Customer will pay all applicable taxes.

Eligible Products

- (a) To be eligible for support under this Agreement, product must be at the same specified revision levels 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 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 specified revision levels as at the time of supply.

Limitations of Liability and Remedies

1. 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.

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