

Terms and Conditions (T&Cs)

HP Sales and Hardware Subscription Support Services



Terms & Conditions

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

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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 or call centre (“HP SS Portal”) [only for business customers in Australia located in capital cities or less than 80km.](#)

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 Support Subscription Service Terms and Conditions and service specifications), you must not accept this Agreement and may not use the services.

HP Sales Subscription Services Terms and Conditions

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 SS Portal 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 on the HP SS Portal.

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 SS Portal 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.

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 Support Subscription Services

If you purchase HP Hardware Support Subscription Services 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 Hardware Support Subscription Services Agreement Terms and Conditions.

Software Licenses

HP software products are subject to HP's standard license terms posted on the HP SS Portal. Non-HP software products and, exceptionally, some HP software products may be subject to different license 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 and Conditions are incorporated into these Terms and Conditions 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 and Conditions 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 Support Subscription Services (General)

By HP PPS Australia Pty Ltd (ABN 16 603 480 628) ("HP")

Refer to the HP Hardware Support Subscription Service Agreement Terms & Conditions (Business) if you have purchased goods and/or services:

- **for an amount greater than \$40,000; or**
- **which are not of a kind ordinarily acquired for personal, household or domestic use or consumption; or**
- **for resupply.**

For all other purchases, refer to the HP Hardware Support Subscription Service Agreement Terms & Conditions (General).

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 Hardware Support Subscription Service Agreement Terms and Conditions, together with the relevant HP Hardware Support Subscription 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 any set-up fee for HP Support Services under this Agreement at the time of support purchase. Customer will pay all applicable taxes. Customer will pay all HP Support Services monthly in advance. Such early termination fee will be set out on the HP SS Portal. Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), an additional charge may be billed to Customer for hardware products that are found not defective. 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.

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. Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law), 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.
2. Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded,

limited or modified (including a consumer guarantee under the Australian Consumer Law): (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.

Limitations of Service

Save for any condition, warranty, guarantee, right or remedy the Customer may have at law which cannot be excluded, limited or modified (including a consumer guarantee under the Australian Consumer Law):

(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.

(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.

Customer Responsibilities (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):

(a)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 AS STATED HEREIN.** However, non-compliance with this clause does not affect any right or remedy the Customer may have at law (including under a consumer guarantee under the Australian Consumer Law).

(b)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.

(c) 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.

(d) 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.

(e) 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.

(f) Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.

(g) 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.

(h) 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.

(i) **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, 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. The Customer may also have additional rights or remedies at law (including under the Australian Consumer Law).

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.

Maximum Use Limitations: Products operated in excess of an acceptable maximum usage rate or duty cycle (including as specified in the technical data sheet, operating manual, or service description) will be serviced at HP's standard service rates.

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.

Term and Automatic Renewal:

(a) This Agreement will begin on the purchase date of the HP Support Services and will expire thirty (30) days thereafter. The Agreement will automatically renew unless cancelled by the Customer in accordance with clause (b) below.

(b) This Agreement will be automatically renewed for rolling thirty (30) day periods up until the Product's End-of-Service Life Date (as determined by HP), unless HP receives written notice of cancellation from the Customer.

Termination: Customer may terminate this Agreement at any time by notifying HP in writing. Termination will take effect at the end of the current thirty (30) day term. HP may terminate at any time if Customer fails to perform or observe any condition of this Agreement which has a material effect on the ongoing operation of the Agreement or at the Product's End-of-Service-Life Date, as determined by HP. For the avoidance of doubt, HP will not terminate simply where an exclusion applies to the Customer's failure to perform.

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.



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 (together with the HP Authorized Contract Management Partner Addendum for HP Authorized Representatives) 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. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.

Warranty Support (Australia)

HP PPS Australia Pty Ltd
Rhodes Corporate Park, Building F, Level 5
1 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
www.hp.com.au and select the 'Connect with HP' option.



HP Hardware Support Subscription Services (Business)

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

1. **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.

2. **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 or for resupply to its customer's site,where the amount paid or payable for the goods and/or services is greater than \$40,000 and the goods and/or services are not of a kind ordinarily acquired for personal, household or domestic use or consumption.

3. **Charges:** Customer will prepay any set-up fee for HP Support Services under this Agreement at the time of support purchase. Customer will pay all applicable taxes. Customer will pay all HP Support Services monthly in advance. Subject to Australian law, an additional charge may be billed to Customer for hardware products that are found not defective.

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 4(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.

4. 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, at its option, repair or replace the replacement parts that prove to be defective. Where legislation implies in this Agreement any condition or warranty which cannot be excluded, restricted or modified, then that condition or warranty is included in this Agreement. However, to the extent permitted by law, HP's liability for any breach of such condition or warranty is limited, at HP's option, 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. SUBJECT TO AUSTRALIAN LAW, THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY OR CONDITION, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED AND HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

5. **Limitations of Liability and Remedies:** To the extent allowed by Australian law: (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; (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); and (iii) the remedies contained in these terms and conditions are Customer's sole and exclusive remedies. HP will not be liable for performance delays or for non-performance due to causes beyond its reasonable control.

Limitations of Service:

(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.

(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 (and in the case of HP Authorized Representatives, 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 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.

(e) Non-HP Products: HP is not liable for the performance or non-performance of third party vendors, their products, or their support services. HP's decision on how long to offer HP support on selected non-HP products is final.

6. Customer Responsibilities (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):

(a) 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. 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 AS STATED HEREIN.**

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.

(g) 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.

(h) 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.

(i) **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, 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.

7. **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.
8. **Maximum Use Limitations:** Products operated in excess of an acceptable maximum usage rate or duty cycle (including as specified in the technical data sheet, operating manual, or service description) will be serviced at HP's standard service rates.
9. **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.

Term:

(a) This Agreement will begin on the purchase date of the HP Support Services and will expire thirty (30) days thereafter. The Agreement will automatically renew unless cancelled by the Customer in accordance with clause (b) below. This Agreement 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.

This Agreement will be automatically renewed for rolling thirty (30) day periods up to a total maximum of [thirty six] months, unless HP receives written notice of cancellation from the Customer. On expiry of [thirty six] months after the commencement date of this Agreement; 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.

10. **Termination:** Customer may terminate this Agreement at any time by notifying HP in writing. Termination will take effect at the end of the current thirty (30) day term. HP may terminate at any time after the effective date of this Agreement if Customer fails to perform or observe any condition of this Agreement with HP or at the end of the Product's support life.
11. **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.
12. **Entire Agreement:** The terms and conditions of this Agreement (together with the HP Authorized Contract Management Partner Addendum for HP Authorized Representatives) 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, No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.*