



# HP Sales and Hardware Subscription Services Terms & Conditions

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**ATTENTION:** These HP Terms and Conditions of Online and Phone Sales (the "Terms") apply to orders submitted by you to HP either online or over the phone for products and services available in the HP Store website (the "HP Store"). These conditions apply only to Business Customers who are purchasing products or services for use in association with their trade, business or profession (not for resale). Any Consumer Customers who access this site should instead refer to the [HP Consumer Customer terms](#).

## HP Sales Subscription Services

### Prices, shipping charges and payment

- a) Prices are valid for the entire period of the subscription quoted by HP for the applicable starting date during all the time of the service is available or until the customer cancel it. Change orders that extend delivery service become new orders at prices in effect when HP receives the change orders..
- b) Prices are exclusive of, and Customer will pay, applicable sales, use, service, value added or like taxes, unless Customer has provided HP with an appropriate exemption certificate for the delivery jurisdiction.
- c) Payment terms are subject to credit card terms or HP credit approval depends on the chosen payment option provide by HP quote.
- d) Payment is automatically renewed.

Prices, shipping charges and payment terms shall be as specified on the HP Store, as determined when ordering online or over the phone. You will also be charged any applicable value added taxes; no value added taxes refund system for non-EU residents is currently available from HP for online or phone purchases. HP reserves the right to change prices published on the HP Store at any time. HP may change credit or payment terms at any time if, in HP's reasonable opinion, your financial condition, previous payment record or the nature of your relationship with HP so warrants.

For Paypal orders your account will be debited after passing the fraud check (normally 1 day) after the order acceptance. For orders placed on credit terms payment is due, as a single payment for the full invoice amount, within 30 calendar days: the due date is printed on your invoice.

### Invoicing

Invoices can be sent by email in PDF format to the email address provided on the order or by paper invoice sent by post (you need to select it at order placement).



If you do not have Adobe Reader, [download here](#).

## Orders

a) 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 agree that we 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.

b) Customer will specify Ship To addresses within the country where the order is placed, unless otherwise agreed.

c) 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 reserves the right to cancel any accepted order prior to delivery, at HP's discretion (whether or not payment was made), and this in case of any material errors in connection with your order, the price or other conditions published on the HP Store relevant for your order, or if any further verification of your credit conditions or records so warrants. If payment was made and your order is cancelled, HP will issue an appropriate credit to your account (or may contact you to collect information in order to do so). Rights to cancel regarding defective products are set out below.

## Delivery

Orders are delivered as specified in the HP Store and determined by you when ordering online or over the phone.

We deliver only to Ireland destinations. Standard delivery for those products in stock will typically be within 2 working days, for orders received and accepted before 4pm (this will not apply if additional checks and verifications by HP are required). For remote or offshore destinations delivery will normally be within 72 hours from order acceptance. You will receive an order acceptance from us by e-mail once we have satisfactorily verified your payment details. These times are estimates and cannot be guaranteed.

For those products which are not immediately available from stock, an approximate availability is shown alongside the product description. These products can be ordered and will be delivered as soon as they are available. You will be notified as soon as we get a delivery date. If an item on a 'group' order has an extended lead-time, we will send your items together when they are all in stock as we cannot process split orders. If you would like to order a similar item which is in stock or cancel an item which has limited



availability within a 'group' order, you will need to cancel the full order and place another order(s) separately.

Delivery is free of charge for orders above £15 unless you request non-standard delivery service.

- **Events beyond our reasonable control.** HP will not be held responsible for any delay or failure to comply with our obligations hereunder if the delay or failure arises from any cause which is beyond our reasonable control.
- **Time Limited discounts:** HP may operate time-limited discounts.
- HP reserve the right to amend information, products and / or prices at any time.
- **Electronic communications:** When ordering from HP you consent to receive communications from us electronically relating to your order.

## Title and Risk of Loss

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

## Defects on Delivery and Returns

Your acceptance of the products occurs upon delivery of the products and will be presumed unless you notify our Call Centre, as soon as reasonably possible but, in any case, no more than 30 days after delivery, that the products have been delivered in inoperable or otherwise defective condition.

If you reject any products, HP shall pick them up and, at your option, either replace or repair them, or refund the amounts you paid for them unless any such remedy is disproportionate or impossible. HP may test products upon return and charge you any costs incurred by HP if you wrongly claimed that returned products were inoperable or defective.

Commercial and Public Sector customers have no automatic right of return without cause (e.g damaged on arrival). In line with HP's standard Commercial Terms of Sale, customers will of course be able to return any product which is wrong or damaged following delivery and customers should notify HP as soon as possible in these circumstances.

Return of products purchased under a special offer or promotion or as part of a bundle may be subject to specific conditions, as described herein or otherwise communicated to you. No refund is allowed for individual products purchased as part of a bundle or under a voucher promotion jointly with other products, but HP will either (i) replace such individual product or (ii) have returned the whole product bundle or the whole order and refund the amounts you paid. HP reserves the right to be reimbursed for any promotional discounts applied on other products you purchased if such discounts were dependent on the purchase of the product(s) returned to HP.

If you have accepted goods but a fault appears within the first 6 months after delivery, HP will at your request on notification, repair



or replace the defective goods or, where such remedy is disproportionate or impossible, offer a refund or price reduction. From 6 months after delivery, you need to prove to HP that the defect was present at the time of delivery in order to invoke such rights. HP may test products upon return and charge you any costs incurred by HP if you wrongly claimed that returned products were inoperable or defective. If you do have a right of return, HP will either collect the products or pay the costs of returning them.

## Warranty

All products are covered by HP's limited warranty, in accordance with the terms and limitations specified in the warranty statement bundled with such products.

HP products are provided with a manufacturer warranty (HP Limited Warranty). Please refer to the HP Limited Warranty Statement provided with your product for extensive description of your manufacturer warranty entitlements, scope and duration.

In addition, if you are a consumer according to EU Directive 99/44 you may have additional statutory rights for the lack of conformity of your product with the contract of sale. Such statutory rights are independent and complementary to the HP Limited Warranty and are not in any way affected by it.

According to the EU Directive 99/44, if a lack of conformity existing at the time of delivery becomes apparent within 2 years as from delivery of the product to you, consumers are entitled to have the product brought into conformity free of charge by repair or replacement, or to have an appropriate reduction made in the price or the contract rescinded with regard to such product.

Unless proved otherwise, any lack of conformity which becomes apparent within six months of delivery of the product shall be presumed to have existed at the time of delivery unless this presumption is incompatible with the nature of the products or the nature of the lack of conformity.

## HP Support-Pack

Should you purchase an HP Support Pack, HP will provide those maintenance and support services you ordered in accordance with the applicable service description and subject to the conditions and limitations specified in the applicable terms

## Software Licences

HP software products are subject to [HP's standard licence terms](#) posted in the HP Store. Non-HP software products and, exceptionally, some HP software products, may be subject to different licence terms, as provided with such products.



## Limitation of Liability

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

HP will not be liable for loss of data as it expects you to make appropriate arrangements to back up your data.

HP does not exclude or limit liability for death or personal injury (including to the extent caused by its negligence), for wilful default, for any breach of any undertaking as to title, quiet possession and freedom from encumbrance implied by applicable law, for fraud, fraudulent misrepresentation or any misrepresentation as to a matter fundamental to its ability to perform contractual obligations or for any other liability that cannot be excluded or limited by law.

## Protection of Personal Data

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

## Other applicable terms

Sales are governed by the laws of the country and locality of delivery within the European Union (EU) and the European Free Trade Association (EFTA). You must comply with all applicable export licensing laws if you export the products.

You may have additional rights under your local statutory or consumer laws, which provide you with other remedies. To the extent that these Terms, HP's limited warranty, standard licence or Support Pack terms are inconsistent with the statutory laws of the country where HP has delivered the product(s) or support to you, they are deemed modified to be consistent with such local law.

**Important Note: If you, for any reason, do not have access to any of the conditions referenced in these Terms, such as the HP Privacy Statement or HP Software Licence Terms, we ask you to contact the HP Call Centre and ask for a copy. The Terms and additional conditions referenced therein that are in effect at the time you submit your order will govern such order, so you are encouraged to print and keep a copy of them for your future reference.**



## HP Business Club – Eligibility

You need to be a registered company/business in your country, as this program is not intended for consumer end-user. You must be signed up for the HP Business Club program and signed in with a user name and password to the HP Business Club Store to receive exclusive offers & savings. Savings applies starting with your next purchase after qualifying. Reward and exclusive offers are subject to change or cancellation at any time. Employee Purchase Program and HP Employee Purchase Program discounts are not combinable with HP Business Club.

Your active consent to receive marketing materials by post and electronic means is taken at the time of enrolment (opt-in). HP or HP Licensees may send you promotional materials by such means, setting out details of HP services and offers which they believe may be of interest of you.

Membership may be cancelled at any time by notifying HP Store Support team by email or phone. Cancellation may take up to 4 weeks to finalize. Upon cancellation, membership will be deactivated and access to HP Business Club community removed. Abuse of the Program, including failure to follow or any attempts to circumvent Program policies and procedures or these Terms, or other improper conduct as determined by HP in its sole discretion, is strictly forbidden. Abuse may result in cancellation of the Member's account, future disqualification from Program participation.

HP reserves the right to modify, revise or cancel this Program, the Terms or any part of the Program at any time for all participants or for any specific participant without prior notice. HP reserves the right at any time in its absolute discretion to terminate your Membership. HP decision on any aspect of Member's account, membership status or any aspect of the program or a particular Member's participation in it shall be final.

Terms & Conditions noted here are specific to the HP Business Club program. All other HP Home & Home Office Terms & Conditions for Sale and Service apply.

By participating in the Program, Members agree to and are subject to the Terms of this Program, and certify that all eligibility requirements are met.

## HP Legal Entity Address

| COMPANY                         | ADDRESS           | CITY   | ZIPCODE | COUNTRY |
|---------------------------------|-------------------|--------|---------|---------|
| Hewlett-Packard Ireland Limited | 74 Finn Eber Fort | Dublin | 11      | Ireland |



# HP Hardware Subscription Services

## Parties

These terms represent the agreement (“Agreement”) governing the delivery of HP Hardware Service support services from Hewlett-Packard Ireland Limited, Liffey Park Technology Campus, Barnhall Road, Leixlip, Co. Kildare (“HP”) to (a) an end-user customer who purchases the HP Hardware Service support services either directly from HP or through an HP authorized partner for their own internal use; or (b) an HP partner authorized to obtain HP Hardware Service support services for their end-user customers or for the partner’s own end-use (either, a “Customer”).

## Prices and taxes

Customer will prepay for HP Hardware Service support services at the time of purchase and will pay all applicable taxes. If purchasing directly from HP, Customer agrees to pay all invoiced amounts within thirty (30) days of HP’s invoice date; if not, the reseller payment terms apply.

## Cancellation

Customers may cancel the subscription service at any time. HP may discontinue HP Hardware Service support services no longer included in HP’s support offering upon sixty (60) days’ written notice.

## Location

Unless otherwise specified in Supporting Material, HP will not deliver HP Hardware Service support services on HP products moved outside EMEA and, within EMEA, only in countries where HP has a support responsible Office or an authorized support representative.

## Services performance

HP Hardware Service support services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard. HP is not liable for the performance or non-performance of third party vendors, their products, or their support services.

## Intellectual Property Rights

No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services.





## Intellectual Property Rights Infringement

HP will defend and/or settle any claims against Customer that allege that an HP-branded Hardware Service support service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the HP Hardware Service support service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the balance of any pre-paid amount. HP is not responsible for claims resulting from any unauthorized use of HP Hardware Service support services.

## Confidentiality

Customer is responsible for the security of its proprietary and confidential information. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

## Personal information

Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered. Customer is responsible for the security of its proprietary and confidential information, including PII.

## Limitation of liability

HP's liability to Customer under this Agreement is limited to the greater of \$300,000 or the amount payable by Customer for the relevant HP Hardware Service support service. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs



or damages. HP will not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

## Limitation of Service

HP Hardware Service support services do not cover any damage or failure caused by:

- Failure or functional limitations of any non-HP software or product impacting systems receiving HP Hardware Service support service;
- Improper use, site preparation, or site or environmental conditions or other noncompliance with applicable Supporting Material;
- Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
- Abuse, neglect, accident, fire or water damage, electrical disturbances, transportation by anyone other than HP; or any causes beyond HP's control; or
- Malware (e.g. Virus, worm, etc.) not introduced by HP.

Registration Customer or HP authorized partner is responsible for registering the product to be supported within ten (10) days of purchase of the support service, using the registration instructions within each package, email, or as otherwise directed by HP.

If a covered HP product changes location or the HP Hardware Service support service is transferred with the sale of a used 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 SUPPORT SERVICES IF CUSTOMER DOES NOT REGISTER HP PRODUCT AS STATED HEREIN. 14.

## Assignment

This Agreement may only be assigned in connection with sale of the covered HP product. Customer or HP authorized partner as assignor must inform HP when the covered product is sold. The assignment must be in writing, signed by the assignor and available for inspection by HP. Assignment will not be valid if in breach of local or U.S. export regulations. Customer is responsible for any taxes or fees associated with any assignment of the Agreement. Notwithstanding the foregoing, HP services may be delivered by an HP authorized partner.



## Post Warranty or Renewal

Certain select HP products may be eligible for the purchase of a Post Warranty or Renewal HP Hardware Service. Such services must be purchased and registered as follows: i) no earlier than 90 days prior to expiration of the original product warranty or previously purchased HP Hardware Service and ii) no later than 30 days following expiration of the product warranty or previously purchased HP Hardware Service (except for Renewal HP Hardware Services purchased on HP products that have a lifetime warranty in which case this 30 day requirement is not applicable). Only one Post Warranty or Renewal HP Hardware Service can be purchased and registered on the same product at the same time.

## Terms and Termination

• **HP Hardware Service sold during warranty.** This Agreement begins on the start date of the hardware HP product warranty period and will terminate either upon completion of the specified number of years of service purchased; or for services with page limits or other specified usage limits, it will terminate upon the earlier of: i) reaching the specified page or usage limit (or page count) or ii) completion of the specified number of years of service purchased. Page count is defined as the number of pages (printed or plain) that have passed through a printers print engine and recorded on the test page.

• **Post Warranty or Renewal HP Hardware Service.** This Agreement begins upon the later of: i) expiration of the original product warranty ii) expiration of previous support coverage, or iii) the HP Hardware Service purchase date, as applicable, and terminates upon completion of the specified number of years of service purchased.

• **Network or Software Support.** This Agreement begins on the date of registration or thirty (30) days after purchase, whichever occurs first; and will terminate upon the earlier of: i) completion of the specified number of years of service purchased or, ii) if applicable, upon closure of the last covered incident.

• **Termination.** HP may terminate this Agreement at any time after the effective date if Customer fails to perform or observe any condition of this Agreement with HP.

## 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 occurred.



## Entire Agreement

This Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes any previous communications or agreements that may exist. HP's obligations are limited to this Agreement. However, for HP authorized partners, the HP Partner Agreement may have additional terms that apply between HP and Partner. 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 Hardware Service 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. If you are recognized as a consumer for the purchase of the support services hereunder, the consumer terms above apply: [click here](#).

4AA7-0505EEE, July 2017