



# HP Support Terms – HP Subscription Support for Large Format Products Belgium and Luxembourg

HP Subscription Support for Large Format Printers are only intended for business customers (i.e. individual or company purchasing the services primarily for professional use). If you are a consumer (i.e. individual purchasing the services primarily for personal and non-professional use) please check the HP care pack support services offering at our [HP Care Pack Central site](#).

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 to this Agreement. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use the services.

## HP Support Terms for non-consumers

- Parties.** These terms represent the agreement (“**Agreement**”) governing the delivery of HP Subscription Support from HP Belgium BVBA, Hermeslaan 1, Building B, 1831 Diegem, BTW BE 0597.618.285 RPR/RPM Brussels (in Belgium) or HP Luxembourg SCA, 75, Parc d’Activités, L-8308 Capellen (in Luxembourg) (“**HP**”) to an end-user business customer who purchases the HP Subscription Support directly from HP (a “**Customer**”).
- “HP Subscription Support”** are those services which are:
  - Described in HP datasheets and the supplemental datasheet (the “**Supporting Material**”), which set out HP’s offering, eligibility requirements, service limitations and customer responsibilities. Supporting Material can be found at [HP’s Care Pack Central site](#) and click [here](#) to access the supplemental datasheet terms for support.
  - For HP Large Format products (“**HP products**”).
  - For customers located in the supported countries, as listed in section 5 “Location”, below.
- HP Subscription Services Monthly Charges, Prices and Payment.**
  - HP Subscription Support will be paid by Customer monthly, quarterly or yearly in advance as defined in the offer accepted by you on the HP Subscription Support portal (“**Portal**”).
  - Prices will be determined when ordering online on the Portal. Prices are exclusive of, and Customer will pay, applicable taxes.
  - HP reserves the right to change prices published on the 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 Customer of the corrected price. Customer may choose to pay the corrected price, however if Customer does not choose to pay the corrected price, then HP may cancel Customer’s order and will issue a refund or credit to Customer’s account, if Customer has already paid.
  - Prices quoted do not include installation. If Customer need assistance in installation, Customer may be able to purchase an installation and set-up service at the time of purchasing the HP product or Customer can go to an HP authorized partner for help.
  - HP accepts credit card or direct debit as method of payment. When placing an order on the Portal: (a) Customer must select the preferred method of payment; and (b) Customer permits HP to charge Customer’s credit card or direct debit his account on a monthly basis.
  - Billing will be processed on calendar monthly, quarterly or yearly basis on the date of the order and invoices will be sent by email in PDF format to the email address provided when placing the order and provided by paper invoice sent by post when local legal requirements require it so.
- Orders.** All orders are subject to acceptance by HP. HP will provide Customer with an order acceptance or rejection notice as soon as reasonably possible. Once HP has accepted the Customer’s order, it is final and binding. HP reserves the right to cancel any accepted order prior to delivery of services, at HP’s discretion (whether or not payment was made), in case of material errors in connection with your order, the price (as referred above) or other conditions published on the Portal relevant for Customer’s 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. Your rights to cancel are set out below (see “Term and Termination”).

5. **Location.** HP will only deliver HP Subscription Support on HP products located in the following countries: Belgium, Denmark, Finland, France, Germany, Ireland, Luxembourg, the Netherlands, Sweden, Switzerland and the United Kingdom.
6. **Services Performance.** HP Subscription Support 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.
7. **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.
8. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against Customer that allege that an HP-branded Subscription 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 HP’s defense. HP may modify the HP Subscription 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 Subscription Support.
9. **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.
10. **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. Any PII of Customer disclosed to HP in connection with this Agreement will be processed by HP to deliver the services and in accordance with HP’s privacy policy (available at: <http://www8.hp.com/us/en/privacy/ww-privacy.html>) and Personal Data Rights Notice (available at: <http://welcome.hp.com/country/privacy/privacynotice/index.html>).
11. **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 Subscription 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 misconduct; nor any liability which may not be excluded or limited by applicable law.
12. **Limitations of Service.** HP Subscription Support do not cover any damage or failure caused by:
  - failure or functional limitations of any non-HP software or product impacting systems receiving HP Subscription Service;

- improper use, site preparation, or site or environmental conditions or other non-compliance 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.

13. **Assignment.** This Agreement may only be assigned in connection with sale of the covered HP product and with HP's prior written consent.

14. **Post Warranty Subscription Support.** In case of the purchase of a Subscription Service after more than 90 days following the expiration of the HP product's warranty or previously purchased HP Care Pack, HP may require a health check and charge Customer the service fee indicated in the offer issued on the Portal when ordering the Subscription Support and which shall be accepted by Customer.

15. **Term and Termination.**

- Term and automatic renewal. This Agreement will begin on the date specified on the offer issued on the Portal at time of purchase of the HP Subscription Support, and will expire one calendar month, quarter or year (as specified in the offer at time of purchase) thereafter. This Agreement will automatically renew for rolling calendar month, quarter or year periods (as applicable), unless cancelled by the Customer or HP in accordance to the clauses below.
- Termination by Customer. Customer may terminate this Agreement at any time by submitting online a cancellation in the section "My subscription" of the Portal, the termination will take effect at the end of the current calendar month, quarter or year period, as applicable. However, if Customer cancels the HP Subscription Support before the end of the first twelve calendar months after the begin date, HP reserves the right to charge customer an early termination fee as follows:
  - for monthly or quarterly HP Subscription Support HP will charge Customer an early termination fee equivalent to 6 months of the HP Subscription Support monthly charge; and
  - for yearly HP Subscription Support HP will not reimburse the pre-paid yearly charge.
- Termination by HP. HP may terminate this Agreement immediately at any time after the effective date if Customer fails to perform or observe any condition of this Agreement with HP. In addition, HP may terminate this Agreement (a) at the end of the HP Product's support life; or (b) if HP ceases to provide HP Subscription Support, notice of such cancellations by HP will be in writing and given at least thirty (30) days prior to the cancellation effective date.

16. **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.

17. **Governing Laws.** Any disputes arising in connection with this Agreement will be governed by the laws of Belgium (for delivery in Belgium) or Luxembourg (for delivery of Luxembourg). The courts of the respectively Belgium or Luxembourg (depending on where delivery takes place) shall have jurisdiction.

18. **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. 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 Subscription Support. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.

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