

hp support service agreement (“Agreement”)

terms and conditions



Thank you for purchasing this HP Care Pack Service Agreement. Register within ten (10) days of the purchase of the Service to activate your service <http://www.hp.com/go/hpcarepack/emea/activate>. Service descriptions with more detailed information can be obtained from the following default source <http://www.hp.com/go/hpcarepack/emea/activate/servicedescriptions>. Service descriptions are also available on request from your local HP office.

- 1. Support Services:** HP will provide support services described in the relevant Service description (the “Service”) for the qualified products identified in this Agreement (the “Product”). Service will be delivered by HP, or on behalf of HP by an authorized HP representative. HP’s obligation to deliver Service is subject to HP’s prior receipt of all required information regarding Customer and the supported Product. HP may require from Customer a proof of purchase of the Product and this Service. HP time and material service is available, at HP’s standard rates, for non-qualified products and for any services not included in this Agreement.
- 2. Coverage:** Service will be provided in Europe, Middle-East and Africa (“EMEA”) and, within EMEA, only in countries where HP has a Support Responsible Office or an authorized support representative. Unless otherwise specified in the Service description, Service will be delivered based on the Product and/or Customer location specified in the initial Agreement registration and available during HP’s regular local business hours, Monday through Friday, subject to local variations, excluding public holidays, within the specified travel zones set out in the applicable Service description. If the Product is located or is to be installed outside of the specified travel zone, Service may be subject to additional support charges, longer response time and reduced coverage hours. Relocation of Product is Customer’s responsibility and may result in additional support and administrative charges, and modified Service levels and response times.
- 3. Activation:** To be activated, this Agreement must be registered by following HP’s registration procedure and instructions included with this Agreement or with HP’s on-line registration tool. Customer will be deemed to have accepted all terms and conditions of this Agreement upon the earliest of the registration of this Agreement with HP or Customer’s first call for Service. If registration of this Agreement is made by Customer’s representative, Customer confirms that Customer’s representative is duly authorized to complete the registration procedure on behalf of Customer, that such registration is fully binding on Customer, and that HP may rely entirely on the information provided by Customer’s representative as part of that procedure.

4. **Prerequisites:** Customer must satisfy all requirements and Customer responsibilities set out in this Agreement and the Service description. Customer must be or have a representative present when HP provides Service on-site or by telephone.
5. **Qualified Product:** Only the specific Product referenced in this Agreement is eligible for coverage hereunder. HP accessories listed in the Service description and HP internal accessories purchased with the Product or subsequent to the purchase of the Product are covered under Service for the remainder of the term. Accessories for which specific support coverage is sold separately are not covered under Service. In addition, following requirements must be met and following provisions will apply as a condition for HP's provision of Service:
 - Product must be at current specified revision levels, operated within published maximum usage rates and, in HP's reasonable opinion, in good operating condition. Service will not be provided for the Product beyond the published end-of-support date, except if and as otherwise agreed by HP in writing, and then only on a reasonable efforts basis.
 - HP provides Service only for the current and immediately preceding, or specified, version of HP and non-HP software Product for which Customer has a valid and appropriate software license(s), and only when the software Product is used with hardware that is included in HP-specified or non-HP vendor-specified configurations.
 - HP may, at no additional charge, modify Product to improve operation, supportability and reliability, or to meet legal requirements.
 - Unless otherwise specified in the Service description, HP does not support non-HP products and components.
6. **Parts:** Replacement parts or units will be new or refurbished parts or units equivalent to new in performance. Unless purchased by Customer or otherwise agreed or stated by HP, replaced parts or units become the property of HP and must be returned to HP. HP may charge Customer at list price value for replaced parts or units that are not returned as required.
7. **HP Property:** Customer acknowledges that Customer has no ownership of HP provided material, such as documents, drawings, software, diagnostic programs and associated media, and any HP loaned modems or remote access devices, which will be removed by HP or will have to be returned by Customer upon termination of this Agreement.
8. **Customer Responsibilities:**
 - Customer is responsible to register and thereby activate this Agreement and the Product to be supported within ten (10) days of the purchase of the Service.
 - Customer must notify HP immediately of any change regarding the information provided as part of the Agreement and the Product.
 - Customer will make all reasonable efforts to cooperate with HP in resolving problems remotely, executing self tests or diagnostic programs, providing all necessary information, and performing basic remedial activities upon HP's request.
 - Customer is responsible for all telecommunications charges associated with the provision of telephone and remote Service.
 - Customer is responsible for the compatibility of non-supported products, accessories and devices with the Product.
 - Customer is responsible for the security of its own proprietary and confidential information and for maintaining a procedure external to the hardware products for reconstruction of lost, or altered files, data, or programs.
 - Customer must notify HP if Product is used in an environment that poses a potential health hazard to HP employees or authorized HP representatives. HP may require Customer to maintain Product under HP supervision.

9. **Limitations of Service:**

- Service does not include assistance that involves application programming, isolation of coding errors, performance consulting, the provision of peripheral drivers, or data recovery.
- If a failure of the Product has already occurred at the time of Purchase of this Service, such failure will not be covered under Service.
- HP does not provide support for Product to which unauthorized modifications have been made, or if Customer does not allow HP to make HP-requested or factory-specified changes. If HP determines that Service is made more difficult because of a non-qualified device connected to or installed in the Product, Customer must temporarily remove such device at Customer's risk and expenses to allow HP to deliver Service. If Service is made more difficult because of such products, HP will charge Customer for the extra work at HP's standard service rates.
- Unless otherwise specified in the Service description, Service does not include the provision, return or replacement, and installation by HP of consumables, user replaceable parts, batteries, and maintenance kits.
- HP is not obliged to provide Service needed because of: (i) use of media, supplies and other products not approved by the manufacturer; (ii) inadequate site conditions or maintenance by Customer; (iii) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer, work or modification by people other than HP personnel or authorized representatives, natural disasters or other causes beyond HP's control; or (iv) inability of non-HP products in Customer's environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), and to properly exchange date data with the Product.
- Customer's failure to activate this Agreement and the Product to be supported within ten (10) days of the purchase of the Service may result in a delayed delivery of service.

10. **Assignment:** This Agreement may only be assigned in connection with a valid transfer of ownership of the Product. The assignment must be in writing, signed by Customer and available for inspection by HP personnel. Assignment will not be valid if in breach of local or U.S. export regulations.
11. **Term:** This Agreement begins on the date of purchase of the supported Product, unless otherwise stated in the Service description, and continues for the period specified in the Service description, or until the number of incidents or page limit specified in the Service description have been reached, as applicable.
12. **Termination:** HP may terminate this Agreement at any time by written notice if Customer fails to perform any of its material obligations under this Agreement or to observe any of its terms and conditions.
13. **Performance warranty:** Where provided under applicable law, HP's responsibility and obligations in respect of any statutory warranty for the performance of Service in conformity with this Agreement is limited to a period of up to twelve (12) months following the expiry of the term of this Agreement.

14. **Limitations of Liability and Remedies:** HP will not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. To the extent HP is held legally liable to Customer, HP will be liable up to the following extent: (i) damages for bodily injury or death; (ii) direct damages to tangible property for any one or series of connected events up to a limit of € 300,000 (three hundred thousand euro) or the local currency equivalent (in Middle-East and Africa, this limit is fixed at US\$ 300,000 (three hundred thousand US Dollars) or local currency equivalent), or such higher amount imposed by imperative law; (iii) damages caused intentionally or through gross negligence; (iv) damages for which HP is liable regardless of fault (e.g. product liability); (v) damages resulting from the absence of Service features expressly warranted by HP, and other direct damages for any claim based on a material breach of the Service, up to a maximum of 110% of the total amount paid by Customer for this Agreement, or such higher amount imposed by imperative law. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT, NO WARRANTY IS EXPRESSED OR IMPLIED, AND IN NO EVENT WILL HP, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST OPPORTUNITIES, REVENUES OR PROFITS, WHETHER ACTUAL OR ANTICIPATED), FOR DAMAGES RELATING TO CUSTOMER'S PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, FOR DAMAGES RELATED TO LOSS OF DATA OR SOFTWARE RESTORATION, OR FOR OTHER DAMAGES WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF CONSUMERS, NOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.
15. **Export regulations:** Customer understands and acknowledges that HP products, technology and technical data are subject to US and other national export and import regulations. Therefore, Customers who export, re-export, or import products, technology, or technical data assumes full responsibility for complying with applicable United States and any other national laws and regulations, and for obtaining required export and import authorizations. HP may suspend performance 1) if Customer is in violation of any applicable laws and regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.
16. **Data Protection:** Any personal data disclosed to HP in connection with this Agreement may be used by HP in accordance with HP's current privacy policy, which is available on HP's Website. HP may share such personal data with other affiliated HP companies, subcontractors and business partners, and for this purpose may transfer such data abroad, subject to appropriate confidentiality terms. HP will not share personal data with any other third parties before securing the prior consent of the person concerned.
17. **Severability:** If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
18. **Governing Law:** This Agreement shall be governed by the laws of the country in which Service is to be delivered, and any disputes arising in connection with this Agreement will be submitted to the ordinary court which is competent in the locality where HP has its main offices in that country.
19. **Entire Agreement:** This Agreement, which consists of the Service description, the registration procedure and these terms and conditions, constitutes the entire and exclusive understanding between the parties relating to the provision of Service as described herein. No other terms and conditions will apply. No change of any of the terms and conditions will be valid unless in writing and signed by a duly authorized representative of each party.

