

# Designjet SD Pro Scanner – MFP

Limited Warranty

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Company, L.P.

Edition 1

#### Legal notices

The information contained herein is subject to change without notice.

The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty.

HP shall not be liable for technical or editorial errors or omissions contained herein.

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## **Hewlett-Packard Limited Warranty Statement**

HP product	Limited Warranty Period
Printer/Scanner	1 year
Software	90 days from the date of purchase by the customer
Printhead	Until the "end of warranty" date printed on the product is reached, or 1000 ml of HP ink have been cycled through the printhead, whichever occurs first.
Print or Ink cartridge	Until the HP ink is depleted or the "end of warranty" date printed on the cartridge has been reached, whichever occurs first. This warranty does not cover HP ink products that have been refilled, remanufactured, refurbished, misused, or tampered with.

### **A. Extent of HP Limited Warranty**

- HP warrants to you, the end-user customer, that the HP hardware products, accessories, and supplies specified above will be free from defects in materials and workmanship under normal usage during the Limited Warranty Period specified above. The Limited Warranty Period starts on the date of purchase by you. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of purchase date. You may be required to provide proof of purchase as a condition of receiving warranty service.
- 2. For software products, HP's Limited Warranty applies only to a failure to execute programming instructions for the Limited Warranty Period specified above, due to defects in material and workmanship, when properly installed and used on the device designated by HP. HP further warrants that HP-owned standard software will substantially conform to specifications. HP does not warrant that software will operate in hardware and software combinations selected by you, or meet requirements specified by you.
- 3. HP does not warrant that the operation of any product will be uninterrupted or error free.
- 4. HP's Limited Warranty covers only those defects that arise as a result of normal use of the HP products, and does not cover any other problems, including those that arise as a result of:
  - a. Improper or inadequate maintenance or calibration
  - b. Accessories, software, interfacing, paper, parts, ink, or supplies not provided or supported by HP
  - c. Operation outside the product's specifications
  - d. Improper site preparation or maintenance
  - e. Unauthorized modification or misuse, including but not limited to the insertion/connection of electric/electronics systems/components/boards not provided or supported by HP and/or additional cables other than the ones originally present in the system.

- **f.** Cosmetic damage, including but not limited to scratches or fingerprints, is not covered by HP's Limited Warranty.
- **g.** Routine printer maintenance operations in the HP Printer, such as cleaning and preventive maintenance services (including parts contained in any preventive maintenance kit and HP service engineer visits), are not covered by HP's Limited Warranty.
- 5. For HP printer products, the use of a refilled or non-original HP consumable product (ink, printhead or ink cartridge) does not affect either HP's Limited Warranty to you or any HP support contract with you. However, if printer failure or damage is attributable to the use of a non-HP consumable product, HP will charge its standard time and materials charges to service the printer for the particular failure or damage.
- 6. If HP or an HP authorized service provider receives, during the applicable warranty period, notice of a defect in any product covered by this HP Limited Warranty, HP shall, at its option, either repair or replace the product which proves to be defective.
- 7. Customer self-repair warranty service. HP products are designed with many Customer Self-Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If, during the diagnosis period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:
  - **a.** Parts for which customer self-repair is mandatory. If you request HP to replace these parts, you will be charged for the travel and labor costs of this service.
  - **b.** Parts for which customer self-repair is optional.

These parts are also designed for Customer Self-Repair. If, however, you require that HP replace them for you, this may be done at no additional charge under the type of warranty service designated for your product.

Based on availability and where geography permits, CSR parts will be shipped for next business day delivery. Same-day or four-hour delivery may be offered at an additional charge where geography permits. If assistance is required, you can call the HP Technical Support Center and a technician will help you over the phone. HP specifies in the materials shipped with a replacement CSR part whether a defective part must be returned to HP. In cases where it is required to return the defective part to HP, you must ship the defective part back to HP within a defined period of time, normally five (5) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a customer self-repair, HP will pay all shipping and part return costs and determine the courier/carrier to be used.

- 8. Should HP elect to replace or repair the defective product or part onsite, such products will be serviced at the end-user customer's facility at no charge only within designated local service travel areas. Outside designated local service travel areas, warranty services will be performed at the end-user customer's facility only upon prior agreement; you may be required to pay travel expenses and other applicable expenses for such services. Contact your local HP authorized service provider for details on local travel areas.
- 9. You will make all reasonable efforts to support and cooperate with HP or an HP authorized service provider 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 the request of HP or an HP authorized service provider.
- 10. If HP is unable to repair or replace, as applicable, a defective product which is covered by this Limited Warranty, HP shall, within a reasonable time after being notified of the defect, refund the residual value

of the product. The residual value will be the purchase price paid to HP or an HP Authorized Reseller minus depreciation and amortization.

- 11. HP shall have no obligation to replace or refund until you return the defective components, parts, supplies, or hardware product to HP, including its associated documentation. All components, parts, supplies, or hardware products removed under this Limited Warranty become the property of HP. Notwithstanding the above mentioned, HP may waive the requirement for you to return the defective product.
- 12. Unless otherwise stated, and to the extent permitted by local law, HP products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HP may repair or replace products (i) with equivalent products to the products being repaired or replaced but which may have been subject to prior use; or (ii) with an equivalent product to an original product that has been discontinued.
- 13. This Limited Warranty is valid in any country/region where HP or its authorized service providers offer warranty services and HP has marketed the HP product covered by this Limited Warranty. However, warranty service availability and response time may vary from country/region to country/region. This product will retain its originally purchased length of warranty if it is moved to another destination where HP has support presence.
- 14. HP will not alter form, fit, or function of the product to make it operate in a country in which it was never intended to function for legal or regulatory reasons. This HP Limited Warranty is subject to all applicable laws and regulations including US and other national export and import laws and regulations.
- **15.** Contracts for additional services may be available from any authorized HP service facility where the listed HP product is distributed by HP or an authorized importer.
- 16. You are responsible for the security of your proprietary and confidential information and for maintaining a procedure external to the printer for reconstruction of lost or altered files, data, or programs. HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY FILES STORED BY YOU ON THE PRINTER'S HARD DISK OR OTHER STORAGE DEVICES. HP IS NOT RESPONSIBLE FOR THE RECOVERY OF LOST FILES OR DATA.

### **B. Limitations of warranty**

TO THE EXTENT ALLOWED BY LOCAL LAW, NEITHER HP NOR ITS THIRD PARTY SUPPLIERS MAKE ANY OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

### **C. Limitations of liability**

TO THE EXTENT ALLOWED BY LOCAL LAW, THE REMEDIES IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE. IN NO EVENT WILL HP OR ITS THIRD-PARTY SUPPLIERS BE LIABLE FOR LOSS OF DATA, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF PROFITS OR SAVINGS), WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **D. Local law**

1. This Limited Warranty gives you specific legal rights. You may also have other rights which vary from state to state in the United States, from province to province in Canada, and from country to country

elsewhere in the world. You are advised to consult applicable state, province, or national laws for full determination of your rights.

- 2. To the extent that this Warranty Statement is inconsistent with local law, this Warranty Statement shall be deemed modified to be consistent with such local law. THE WARRANTY TERMS CONTAINED IN THIS LIMITED WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY AND ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.
- 3. The exclusions and limitation in respect of warranties, liability and remedies will apply except to the extent that such exclusions or limitations are prohibited by the Consumer Guarantees Act 1993 in situations where that Act can apply and its provisions have not been excluded or modified as permitted by that Act. Where any supply of products or services is for business purposes the Consumer Guarantees Act 1993 will not apply.

### **E. Country Specific Terms**

In some jurisdictions, including Australia and New Zealand, you may have other statutory rights.

#### Australia

Your rights as an Australian consumer are different to those stated in the document above. You should disregard any limitations or exclusions in the above document and refer to the information below:

- When you buy goods from HP as a consumer, the goods 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 for 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.
- This means that there is no defined warranty period for HP goods supplied to Australian consumers.
- Instead, goods should, for example, be fit for the purposes for which they are commonly supplied for such a period as a reasonable consumer fully acquainted with the state and condition of the goods would expect.
- You should contact HP if you are concerned that one of HP's products fails to satisfy any of the consumer guarantees. HP will discuss with you the specific nature and circumstances of that good and whether the particular fault/issue falls within the scope of the statutory guarantees.

Nothing in the HP Limited Warranty 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.

If you think that you are entitled to a remedy under the consumer guarantees or any remedy under this HP Limited Warranty Statement, contact HP at the following address:

Hewlett-Packard Australia Pty Ltd

353 Burwood Highway

Forest Hill Vic 3131

To initiate a support request, use the numbers below or go to <u>http://www.hp.com.au</u> and select the "Customer Service" option for the most current list of phone support numbers.

Phone

13 10 47 If dialing internationally: +61 2 8278-1039

For further information on consumer rights, visit http://www.consumerlaw.gov.au and http://www.accc.gov.au/consumerguarantees

#### New Zealand

In New Zealand, the hardware and software comes with guarantees that cannot be excluded, restricted or modified under the Consumer Guarantees Act 1993. The guarantees under the Consumer Guarantees Act 1993 provide a right whereby if goods you have acquired fail before a reasonable period, you may require them to be fixed. If HP does not fix them within a reasonable time, you may reject the goods and request a refund or replacement, or have them fixed by a third party and HP will reimburse the reasonable cost of them being fixed. If the goods are subject to a failure of a substantial character or cannot be fixed, you can choose your remedy and you are entitled to a replacement or refund or a reduction in price if you choose to keep the goods. You are also entitled to compensation for any other reasonably foreseeable loss or damage. The benefit of these guarantees will only be available to you if you are purchasing goods for personal, domestic or household use or consumption. Where you are, or hold out you are, acquiring goods for business purposes, you agree that the guarantees under the Consumer Guarantees Act 1993 do not apply and that, given the nature and value of this transaction, this is fair and reasonable.

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