

Scitex FB550 and FB750 Printers

Limited Warranty

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Legal notices

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HP Limited Warranty Statement

HP product	Limited Warranty Period
Printer	1 year
Software	90 days
Printhead	Collectively the print engine and the ink jet printheads are referred to herein as the "Product".
Ink cartridge	For complete Limited Warranty details please visit our website at http://www.hp.com/go/learnaboutsupplies .

A. Extent of HP Limited Warranty

- 1. HP warrants that 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 installation acceptance as evidenced by the signature of the Certificate of Installation issued by HP. If the installation acceptance is not completed within thirty days (30) after shipment from HP for whatever reason, the Limited Warranty Period will begin on the 31st day after shipment from HP.
- 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, physical software support and workmanship when properly installed and used. HP further warrants that HP owned standard software will substantially conform to specifications during the Limited Warranty Period. HP does not warrant that software will operate in hardware and software combinations selected by you, or meet requirements specified by you.

If HP receives notice of a valid warranty claim pursuant to these terms during the Limited Warranty Period, HP will, at its option, correct the defect or replace such HP Software.

- 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 as defined in the product documentation or as directed by HP, including printheads not properly maintained or with jet-outs that can be substituted in Indoor Signage print mode.
 - **b.** Accessories, software, interfacing, substrates, parts, ink, or supplies not provided or supported by HP

- **c.** Operation outside the product's specifications or damage caused by accident, abuse, misuse (including damage resulting from head strikes or use of non-approved supplies) or misapplication.
- **d.** Improper site preparation or maintenance as defined in the product documentation or as directed by HP
- e. Printer transportation without preparation from HP or HP representative
- **f.** 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
- **g.** Loss or interruption of electric power, or long time power-off without following the proper preparation as described in the product documentation

To the extent permitted by local law, HP reserves the right to reject Limited Warranty claims if HP determines that there are overdue payments due to HP for the product.

Cosmetic damage, including but not limited to scratches or fingerprints, is not covered by HP's Limited Warranty.

Routine printer maintenance operations in the 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, ink cartridge or maintenance kit) does not affect either HP's Limited Warranty or any HP support contract. However, if printer failure or damage is attributable to the use of a non-HP or refilled ink cartridge or an expired ink cartridge, HP or its authorized representative 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 representative receives, during the applicable Limited Warranty Period, notice of a defect in any product covered by this HP Limited Warranty, HP shall repair or replace the defective product at HP's option.

If HP elects to replace a defective product or part, HP shall either (i) deliver the replacement product or part and provide installation assistance, if needed, or (ii) replace the defective product or part onsite, at HP's option. Even if HP elects option (i) above, you may request HP to replace the defective product or part on site, however, in such a case HP may charge its standard travel and labor charges to do such replacement.

- 7. Customer will make all reasonable efforts to support and cooperate with HP or a HP authorized representative 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 or an HP authorized representative's request. Customers may be required to participate actively in remote troubleshooting to provide the best qualification and root cause detection of the defect including the provision of printer-related information (printer utility, file logs, etc). Having the possibility to connect to the Internet from the HP Internal Print Server computer increases the capacity of HP or an HP authorized representative to do remote troubleshooting and remote support. HP or an HP authorized representative may charge its standard travel and labor charges if obliged to do troubleshooting on site.
- 8. If HP is unable to repair or replace, as applicable, a defective product that 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 HP's price for the returned product minus depreciation and amortization.

- 9. HP shall have no obligation to replace or refund until the defective components, parts, supplies, or hardware product are returned 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.
- 10. 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.
- 11. This Limited Warranty is valid in any country/region where HP or its authorized service providers offer warranty service 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. 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.
- 12. 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.
- 13. Customer is responsible for the security of its 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 ON THE PRINTER'S HARD DISK, THE HP INTERNAL PRINT SERVER COMPUTER, OR OTHER STORAGE DEVICES. HP IS NOT RESPONSIBLE FOR THE RECOVERY OF LOST FILES OR DATA.
- 14. HP warrants that parts designated by HP as Spare Parts are warranted against defects in workmanship and material during the Limited Warranty Period. The Limited Warranty period for HP Spare Parts is ninety (90) days from the date of delivery; or, if installed by HP or an Authorised HP Service Partner to repair the product, the HP Spare Part will assume the remaining warranty period of the product repaired, whichever is the greater.

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 Limited Warranty Statement is inconsistent with local law, this Limited 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.

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 from 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. This period may vary depending on the product.
- 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:

HP PPS Australia Pty Ltd Rhodes Corporate Park Building F, Level 5 Homebush Bay Drive Rhodes NSW 2138

To initiate a support request, please call 1300307273.

For further information on consumer rights, visit the Australian Government websites at the following links: <u>http://www.consumerlaw.gov.au</u> an <u>http://www.accc.gov.au/consumerguarantees.</u>

New Zealand

In New Zealand, the hardware and software come with guarantees that cannot be excluded under the New Zealand consumer law.

In New Zealand, Consumer Transaction means a transaction involving a person who is purchasing goods for personal, domestic, or household use or consumption and not for the purpose of a business.

New Zealand consumers who are purchasing goods for personal, domestic, or household use or consumption and not for the purpose of a business ("New Zealand Consumers") are entitled to repair, replacement or refund for a failure and compensation for other reasonably foreseeable loss or damage. A New Zealand Consumer (as defined above) may recover the costs of returning the product to the place of purchase if there is a breach of the New Zealand consumer law; furthermore, if it will be of significant cost to the New Zealand Consumer to return the goods to HP then HP will collect such goods at its own cost.