

HP Designjet SmartStream for HP PageWide XL and HP DesignJet

Limited warranty

Edition 1

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HP Designjet SmartStream Limited Warranty Statement

HP product	Limited Warranty Period
Software	90 days from the date of purchase by the customer

A. Extent of HP Limited Warranty

- HP warrants to you, the end-user customer, that the HP hardware products 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
- 5. 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 that proved to be defective.
- 6. 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.

- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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. 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.
- 13. 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.
- 14. 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 HP PRODUCT'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

- 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.

Rev. 05/09

Regulatory notices

Refer to the printer's documentation and HP's websites <u>http://www.hp.com/go/certificates/</u> and <u>http://www.hp.com/go/environment/</u> to find relevant safety notices and regulatory and environmental information for your product.