

Legal information

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Edition 2

Legal notices

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1 HP Limited Warranty Statement

HP warrants that HP hardware products, accessories, and supplies will be free from defects in materials and workmanship under normal usage during the Limited Warranty Period specified.

| HP product | Limited warranty period |
|---------------|---|
| Printer | 90 days, 1-year, 2-year and 3-year warranty options available depending on country (3-year for Australia) |
| Software | 90 days from the date of purchase by the customer |
| Printhead | Printhead Replacement printheads are warranted for one year from the date of installation. The original printhead that came with the printer is warranted for one year from printer purchase. Despite the above, the limited warranty for printheads ends when 10,000 ml of ink have been used, even if less than one year from the printer purchase. |
| Ink cartridge | Until the HP ink is depleted or the "end of warranty" date printed on the cartridge is 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 HP hardware products, accessories, and supplies.

- 1. 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. 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:
 - Improper or inadequate maintenance or calibration as defined in the product documentation or as directed by HP.
 - **b.** Accessories, software, interfacing, substrates, parts, ink, or supplies not provided or supported by HP.
 - c. Operation outside the product's specifications.
 - Improper site preparation or maintenance as defined in the product documentation or as directed by HP.
 - 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 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.
 - Loss or interruption of electric power, or long time power-off without following the proper preparation as described in the product documentation.
 - i. Printer transportation without preparation from HP or HP representative.

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.

- 5. HP's limited warranty is void in the event the printer is attached to an aftermarket apparatus or system that modifies the printer's functionality such as a continuous ink system.
- 6. Dynamic security enabled printer. Only intended to be used with cartridges using an HP original chip. Cartridges using a non-HP chip may not work, and those that work today may not work in the future. More at: http://www.hp.com/go/learnaboutsupplies.
- 7. 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.
- 8. 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 remote 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 onsite, however, in such a case HP may charge its standard travel and labor charges to do such replacement.

- 9. 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.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

- 16. 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.
- 17. 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.
- 18. The customer is responsible for the security of their 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.
- 19. 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

This Limited Warranty gives specific legal rights which can vary from country to country.

- 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.
- 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: http://www.consumerlaw.gov.au and http://www.accc.gov.au/consumerguarantees.

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.

Poland

In the case of sale of HP products under Polish law, any statutory warranty for defects (rękojmia) is excluded, and the HP Limited Warranty granted for HP products shall not be renewed due to repair or exchange of HP products.