

# HP Metal Jet S100 Solution Product Documentation Limited Warranty

## Legal information

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Edition 1

#### Legal notices

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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## 1 Documentation

A full set of documentation is provided with your product.

The following documents are available:

- Site preparation guide
- Introductory information
- User guide
- Legal information
- Limited warranty (this document)

## 2 HP Limited Warranty statement

The full statement of the terms of your HP Limited Warranty.

#### Limited warranty period for HP products

HP product	Limited warranty period
Agents	Until the "Warranty Ends" date printed on the agent box is reached. Other conditions may apply; the applicable warranty policy can be found at <a href="http://www.hp.com/qo/learnaboutsupplies">http://www.hp.com/qo/learnaboutsupplies</a>
Printing solution, build unit, curing station, jet powder management and removal solution, powder collector	1 year
Software	90 days from the date of purchase by the customer
Printhead	Until the "Warranty Ends" date printed on the printhead box is reached, or until the warranted usage limit has been reached, whichever occurs first. Other conditions may apply; the applicable warranty policy can be found at the HP website <a href="http://www.hp.com/go/learnaboutsupplies">http://www.hp.com/go/learnaboutsupplies</a> .
Long-term consumables	90 days after installation or until the warranted usage limit has been reached (whichever occurs first). Consumables that come with the printer are covered until the warranted usage limit is reached. The warranty limits are specified on the printer's front panel and in its user guide.
Other HW and Customer Self Repair (CSR) parts	90 days from the date of purchase by the customer. See the CSR chapter in the user guide.

## A. Extent of HP Limited Warranty

These are the detailed provisions of the warranty.

- 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 installation as evidenced by the completion of the HP 3D Printing Solution Certificate of Installation Form by HP or an HP authorized reseller. If the installation is not completed within thirty (30) days after shipment from HP for whatever reason, the Limited Warranty Period will begin on the 31st day after shipment from HP. For any build unit purchased separately from the printer and installed by the end-user customer, warranty starts on the date of purchase. 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, nor that the product will operate in hardware and software combinations other than as expressly required by HP in its product specifications, nor that the product will meet requirements specified by the customer.

- 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
  - Accessories, hardware, software, interfacing, parts, agents, materials, or other supplies not provided or supported by HP
  - Operation outside the applicable documentation and specifications of the product
  - Improper site preparation or maintenance, as defined in the product documentation or as directed by HP
  - 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, as specified in the site preparation guide.
  - Loss or interruption of electric power, or long time power-off without following the proper preparation as described in the product documentation
  - Damage caused by accident, abuse, or misuse, including damage resulting from the use of nonapproved consumables (including but not limited to non-HP branded consumables and/or non-HP certified materials), or other third-party non-approved products
  - Operation of the hardware by a Certified Operator
    - "Certified Operator" or "CO" means the a member of the customer's personnel who has successfully completed the HP Operator Training and Certification, passed the exam and received the certification as set forth in the initial Training and Certification clause below.
  - Contamination of the consumables (fusing agents, detailing agents, materials, printheads, user maintenance kits, and cleaning rolls) due to improper handling or storage of the consumables
  - Failure to comply with the product usage requirements
  - Failure to comply with any applicable user guide, site preparation guide, or the site preparation and installation requirements

#### **5.** Training and Certification

- **a.** For each type of product(s), a member of the customer's personnel assigned to the operation and/or maintenance of the product(s) must successfully complete the following training, pass the exam and obtain the certifications, as determined by HP, to be eligible for the Service Program:
  - i. For HP 3D Printing Care Services Programs:

"HP Operator Training and Certification" is mandatory for operators and must be completed, passed and certified prior to first operation of the product(s).

- **ii.** HP reserves the right to require a re-certification test for customer's Certified Operators to ensure Certified Operator's knowledge is up to date. The re-certification test will cover critical basics and latest updates to the product.
- **iii.** Customer must have at least one trained Certified Operator per each production shift, per product and material type.

- b. Training courses will be provided in English. Except as otherwise stated in this limited warranty statement, the training will be provided at HP's applicable standard training rates. All expenses of the customer's personnel associated with the training, such as insurance, transportation, meals and hotels, are the responsibility of the customer. Failure to comply with these initial training and certifications requirements, either within the specified time frames or on an ongoing basis, shall be deemed as a material breach of the limited warranty statement, for which HP reserves the right to invoice customer on a time and material basis, or migrate customer to an equivalent Full Service Program and charge Full Service Program.
- 6. The customer acknowledges that any HP-unauthorized deinstallation and/or location move of the product may cause permanent damage, and agrees that any product that the customer chooses to re-locate after installation at the final installation location will not be covered under the HP Limited Warranty and repairs will be charged to the customer at the then-prevailing service rates.
- 7. HP's Limited Warranty also does not cover:
  - Cosmetic damage, including but not limited to scratches or fingerprints
  - 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)
  - Hardware on which the HP serial number has been removed or defaced or for which you cannot provide proof of purchase and payment
  - Taxes, tariffs, and duties associated with the importing or exporting of warranty and non-warranty parts
- 8. HP's Limited Warranty is void in the event that the printer is attached to an aftermarket apparatus or system that modifies the printer's functionality, such as a continuous agent system.
- 9. If product failure or damage is attributable to the use of a non-HP and non-HP-approved consumable product, HP will charge its standard time and materials charges to service the printer for the particular failure or damage.
- 10. 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.
- 11. 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:
  - 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.
  - 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.

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.
- 12. 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.
- 13. 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.
- 14. Upon notice to HP of a valid warranty claim during the applicable Limited Warranty Period, HP will at HP's sole discretion: (i) repair the hardware product with either new or refurbished replacement parts, and/or (ii) repair or replace the spare parts. All parts and components removed and replaced by HP remain HP's property. The exclusive remedy for a valid claim under this Limited Warranty is, at HP's option, repair or replacement of the hardware. To the extent permitted by law, CUSTOMER SHALL NOT BE ENTITLED TO A REFUND OF THE PURCHASE PRICE FOR ANY REASON. Transfer of any hardware Limited Warranty is available only with prior written approval from HP, which shall not be unreasonably withheld.
- 15. HP shall have no obligation to replace 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.
- **16.** Spare Parts Limited Warranty. HP spare parts are warranted against defects in materials and workmanship for a period of ninety (90) days from the date of installation in the product ("Spare Parts Warranty Period").
- 17. 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.
- 18. 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.
- 19. 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.
- **20.** 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.
- 21. 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.

HP MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND WITH RESPECT TO THE 3D PRINTED PARTS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY GUARANTEE, REPRESENTATION, OR WARRANTY RELATING TO THE COMPLIANCE OF THE PRODUCT TO PRINT A 3D PRINTED PART THAT MAY BE COVERED BY REGULATION, THE COMPLIANCE OF ANY 3D PRINTED PART WITH ANY SPECIFIC REGULATION, THEIR CONDITION, CONFORMITY TO ANY DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS IN THE 3D PRINTED PARTS OR ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. "3D PRINTED PARTS" means any output or parts created, developed, and/or produced by the customer or its customers, partners, and/or other end-users from use of the HP products.

## 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.

CUSTOMER ASSUMES THE ENTIRE RISK RELATING TO THE USE OR PERFORMANCE OF THE 3D PRINTED PARTS. HP SHALL NOT BE LIABLE FOR ANY DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE 3D PRINTED PARTS. "3D PRINTED PARTS" means any output or parts created, developed, and/or produced by the customer or its customers, partners, and/or other end-users from use of the HP products.

### D. Local law

The provisions of this warranty may be modified by 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.

## 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.
- 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

ABN 16 603 480 628

Rhodes Corporate Park

Building F, Level 5

1 Homebush Bay Drive

Rhodes NSW 2138

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

For further information on consumer rights, visit the Australian government website <a href="http://www.consumerlaw.gov.au">http://www.consumerlaw.gov.au</a> and <a href="http://www.accc.gov.au/consumerguarantees">http://www.accc.gov.au/consumerguarantees</a>

#### New Zealand

In New Zealand, the hardware and software come 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, refund, or 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.