

HP Support Service Agreement Terms & Conditions

Hewlett-Packard New Zealand ("HP")



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- 1. Support Services:** HP will provide support services described in this Service Agreement (the "Agreement") in New Zealand for products purchased in New Zealand. If it is mutually agreed upon by HP and an HP Authorized Representative, an HP Authorized Representative will provide the service on behalf of HP.
 - 2. Customer:** As used herein "Customer" refers to either (a) end-user HP customer who purchases the HP Services described in this Agreement directly from HP or from an authorized HP reseller, wholesaler, or distributor, or (b) an HP Authorized Representative who purchases HP Services in order to obtain support for hardware products at its own or its customer's site.
 - 3. Charges:** Customer will prepay for support services at the time of support purchase. Customer will pay all applicable taxes. Subject to local law, full refunds for prepaid services are available from the place of purchase only if Customer cancels within thirty days of receipt of the Agreement. Subject to local law, an additional charge may be billed to Customer for hardware products that are found not defective.
 - 4. Eligible Products:**
 - (a) To be eligible for support, product must be at current specified revision levels and, in HP's reasonable opinion, in good operating condition.
 - (b) Customer can purchase service only for designated HP and non-HP software for which Customer has rightfully acquired appropriate software license(s).
 - (c) Relocation of product is Customer's responsibility and may result in additional support charges and modified service response times.
 - (d) Support services will not be available for products if they are moved outside the country where this Agreement is purchased, unless agreed in writing by HP.
 - (e) Notwithstanding Section 4(a) of the Terms and Conditions, products which are in good operating condition at the time HP Care Pack is purchased are eligible for post warranty hardware support even if they are not at current specified revision levels available.
 - 5.** HP warrants replacement parts provided to maintain hardware products serviced hereunder against defects in materials and workmanship for 90 days after return of the product to Customer. If HP receives notice of defective replacement parts during the term of this Agreement, HP will, at its option, repair or replace the replacement parts that prove to be defective. To the extent permitted by local law, HP's liability for breach of warranty in the case of any services provided under this Agreement shall be limited, at HP's option, to supply of the services again or the payment of the cost of having the services supplied again. TO THE EXTENT PERMITTED BY LOCAL LAW, THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY OR CONDITION, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED, AND HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, ACCEPTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.
 - 6. Limitations of Liability and Remedies:** To the extent allowed by local law: (i) HP's liability, whether in contract, tort including negligence, equity, statute or otherwise is limited to: (a) damages for bodily injury; (b) direct damages to tangible property up to a limit of U.S.\$300,000; and (c) other direct damages for any claim based on a material breach of support services under this Agreement, up to a maximum of the support charges paid by Customer for this Agreement for the products at issue; (ii) in no event will HP or its affiliates, subcontractors or suppliers be liable for any lost profits or savings, whether actual or potential; any lost revenue, contracts, customers, opportunities or goodwill, whether actual or potential; downtime costs; any loss of data, or software

restoration; any damages relating to Customer's procurement of substitute products or services (i.e. "cost of cover"); or incidental, indirect, special, economic, punitive or consequential loss or damage whether or not HP was aware or should have been aware of the possibility of such loss or damage (but excluding damages for bodily injury); and (iii) the remedies contained in these terms and conditions are Customer's sole and exclusive remedies. HP will not be liable for performance delays or for non-performance due to causes beyond its reasonable control. Where Customer acquires the support services for a business purpose, the Consumer Guarantees Act 1993 will not apply.

7. Limitations of Service:

- (a) HP does not provide support for products not supplied by HP unless approved by HP in writing, or for products that Customer does not allow HP to incorporate modifications. Customer or an approved designated contact is responsible for removing any products not eligible for support to allow HP to perform support services. If support services are made more difficult because of such products, HP will charge Customer for the extra work at HP's standard service rates.
- (b) Unless otherwise specified, this Agreement excludes the provision, return/replacement, and installation by HP of consumables, user replacement parts, maintenance kits, or other consumable items including, but not limited to, accessories, operating supplies, magnetic media, paper, print heads, ribbons, toner, a/c adapters, and batteries.
- (c) Unless otherwise specified, services do not cover any damage or failure caused by: (i) use of non-HP media, supplies and other products; (ii) site conditions that do not conform to HP's site specifications; (iii) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer (and in the case of HP Authorized Representatives, by owners or users of the supported system), work or modification by people other than HP employees or HP Authorized Representatives, or other causes beyond HP's control; or (iv) inability of products not manufactured by HP and non-compliant HP products in Customer's supported environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), or the inability of these products to properly exchange date data with any products covered by HP support services. Complete resolution of some problems may be beyond the control of HP and thus outside the scope of these services.
- (d) Supported Software Versions: HP provides contractual support only for the current and immediately preceding versions of HP software, and only when the software is used with hardware that is included in HP-specified configurations. HP will support specified versions of selected non-HP software, but will not support such software any longer than the vendor supports it.
- (e) Non-HP Products: HP is not liable for the performance or non-performance of third party vendors, their products, or their support services. HP's decision on how long to offer HP support on selected non-HP products is final.

8. Customer Responsibilities (the product covered by this Agreement and instructions on how to obtain service are described on the HP confirmation of payment and/or the back of the physical HP Care Pack, which are incorporated herein by this reference):

- (a) Customer or HP Authorized Representative is responsible for registering the hardware product to be supported within ten days of purchase of the support service, using the registration instructions within each package, email document, or as otherwise directed by HP. In the event a covered product changes location or the support service is transferred with the sale of a used hardware product, registration (or a proper adjustment to existing HP registration) is to occur within ten days of purchase from previous owner. **HP IS NOT OBLIGATED TO PROVIDE SUPPORT SERVICES IF CUSTOMER OR HP AUTHORIZED REPRESENTATIVE DOES NOT REGISTER HARDWARE PRODUCT AS STATED HEREIN.**
- (b) Customer will make all reasonable efforts to support and cooperate with HP 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 request.
- (c) Customer will ensure that HP service personnel are provided with sufficient electrical power to perform necessary hardware maintenance and operating supplies used during normal operation.
- (d) Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products for reconstruction of lost, or altered files, data, or programs.

- (e) Customer must notify HP if any hardware products serviced are being used in an environment that poses a potential health hazard to HP employees or subcontractors; HP may require Customer to maintain such products under HP supervision.
- (f) Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.
- (g) If remote support is available, Customer will allow HP to keep system and network diagnostic program resident on the covered product and provide HP login access for the exclusive purpose of performing diagnostics.
- (h) Customer acknowledges that Customer has no ownership interest in diagnostic software provided by HP and that HP will remove these diagnostic programs and any HP loaned modems or other equipment upon termination of this Agreement. When capable, the covered product must be configured to permit access to one voice-grade telephone line and one data-quality telephone line; both must have terminations located near the covered product. Upon HP's request, Customer will run HP-supplied diagnostic programs before having a hardware product serviced under this Agreement.
- (i) Off-Site Support and Exchange Services: Customer is responsible for performing the following functions prior to return shipping a failed hardware product to HP: a) perform all steps for self-test and trouble-shooting specified in the operating manual for the product; b) provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); and c) unless the product will be delivered and picked up in person by Customer, Customer is responsible for packaging the failed product carefully in the original or HP provided shipping container, or a shipping container that prevents the product from being damaged while in transit to HP.

9. On-Site Support for HP Network Connectivity Products: Configuration restoration assistance will be offered after repairing or replacing an HP hub, bridge, switch or router (or add-in HP module or transceiver). HP will work with the customer to restore the configuration of the serviced device if the valid pre-service configuration is immediately available. The valid configuration may be in the form of either an electronically saved file or a clear and complete printed documentation of all required device parameters. On-site support for HP Network Connectivity Products is a device-specific service and not intended for interconnection troubleshooting.

10. Maximum Use Limitations: Products operated in excess of their maximum usage rate or duty cycle (as specified in the technical data sheet, operating manual, or service description) will be serviced at HP's standard service rates.

11. Transfer of Service: This Agreement may only be assigned in connection with sale of the covered product. Customer or HP Authorized Representative as assignor must inform HP when the covered product is sold. The assignment must be in writing, signed by the assignor and available for inspection by HP personnel. Assignment will not be valid if in breach of local or U.S. export regulations.

12. Term:

- (a) For Hardware Support purchased during the product warranty period, this Agreement will begin on the date of initial purchase of the new hardware product to be supported and will terminate either at the end of the specified number of years of service purchased; or for Hardware Support Services with page limits, terminate once the specified page limit (or page count) has been exceeded or at the end of the specified number of years of service purchased, whichever comes first. Page count is defined as the number of pages (printed or plain) that have passed through a printers print engine and recorded on the test page.
- (b) For Hardware Support purchased after expiration of the warranty, this Agreement will begin on the purchase date of this Agreement and will terminate at the end of the specified number of years of service purchased.
- (c) For Network Support or Software Support, this Agreement will begin on the purchase date of this Agreement and terminate twelve (12) months thereafter (thirty-six (36) months for Comprehensive Technical Support) or, if applicable, after closure of the last covered incident, whichever is first.
- (d) All orders will continue until terminated by either party under the provisions of this Agreement. This Agreement is not renewable; Customer may for some eligible products, purchase another Agreement upon expiration or termination of this Agreement. The cost of another Agreement will reflect the age of the product and service costs at time of purchase.

- 13. Termination:** Customer may terminate this Agreement by notifying the place of purchase within thirty days of purchase to receive a full refund from the place of purchase. HP may terminate at any time after the effective date of this Agreement if Customer fails to perform or observe any condition of this Agreement with HP.
- 14. Governing Laws:** Any disputes arising in connection with this Agreement will be governed by the laws of New Zealand. The courts of New Zealand shall have jurisdiction.
- 15. Entire Agreement:** The terms and conditions of this Agreement (together with the HP Authorized Contract Management Partner Addendum for HP Authorized Representatives) constitute the entire understanding between the parties relating to the provision of services described herein and will supersede any previous communication, representation or agreement whether oral or written. Customer's additional or different terms and conditions will not apply. *Customer's acceptance of this Agreement is deemed to occur upon Customer's purchase of service, or failure to give notice of termination to place of purchase within thirty days or HP's provision of any support services. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.*