

# HP terms and conditions of online and phone sales for HP Parts Store (Terms) by Hewlett-Packard Australia Pty Ltd (ABN 74 004 394 763)

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## **Scope**

ATTENTION: Please read these Terms carefully as they apply to orders submitted by you to HP either online or over the phone for products available in the HP Parts Store website or call centre (“HP Parts Store”). By ordering online or over the phone you confirm that you agree to these Terms governing the purchase of all products available in the HP Parts Store (“HP Spare Parts”).

## **HP Spare Parts**

All HP Spare Parts are from our Service inventory and meet our rigorous engineering and quality standards. When you purchase a HP Spare Part, it will be new or ‘as new’. ‘As new’ means that the HP Spare Part has been repaired, refurbished or remanufactured.

All HP Spare Parts come with the HP Limited Warranty referred to below and with guarantees that cannot be excluded under the Australian Consumer Law.

## **Prices and Delivery Charges**

Prices, delivery charges and payment will be as specified in the HP Parts Store, as determined when ordering online or over the phone. If applicable, HP will list delivery charges as a separate line item on its invoices. Prices will include the applicable goods and services taxes as at the date that the order is accepted by HP and the sale has been processed and concluded.

HP reserves the right to change prices published on the HP Parts Store prior to acceptance of that order by HP.

Where there has been a typographical or other error in the price, HP has the right to correct the price at any time prior to delivery. HP will notify you of the corrected price. You may choose to pay the corrected price, however if you do not choose to pay the corrected price, then HP may cancel your order and will issue a refund or credit to your account, if you have already paid.

## **Orders**

All orders are subject to acceptance by HP. HP will provide you with an order acceptance or rejection notice as soon as reasonably possible.

You will specify a delivery address within Australia unless otherwise agreed.

HP Spare Parts purchased within Australia will only be shipped or delivered within Australia. You may not export any products purchased at the HP Parts Store.

## **Order Cancellation**

HP has the right to cancel any accepted order prior to delivery in the event of any pricing error (as referred to above) or any material error outside of HP's control in connection with your order or other conditions published in the HP Parts Store relevant for your order, or if any further verification of your credit conditions or records so warrants. If you have already made payment and your order is cancelled, HP will issue a refund or credit to your account.

You may cancel an order for an HP Spare Part (excluding Custom Parts orders) at any time before shipment. Custom Parts means HP Spare Parts which are modified, designed or manufactured to meet your specific requirements. Subject to your rights under the Australian Consumer Law, Custom Parts orders are non-refundable. Custom Parts Orders are to be paid for upfront.

## **Payment**

Payment for products is due prior to delivery of the product. Where you make your purchase relying on credit provided by a third party, any acceptance by HP is subject to that third party providing credit to you. HP is not bound to complete the order and has no liability to you in the event that that third party fails to provide sufficient credit for the purchase.

## **Title and Risk of Loss**

Title to hardware products passes to you upon the later of full payment and delivery of the products. Risk of loss and damage pass to you upon delivery.

## **HP Spare Parts Availability & Discontinuance**

Availability of HP Spare Parts is limited, and HP Spare Parts may not be available for immediate delivery. HP will contact you if the HP Spare Part is no longer available or if there will be a substantial delay in delivering the products to you. If the HP Spare Parts are no longer available, HP will contact you and will discuss what (if any) alternative products are available. You will have the option to cancel or amend your order. If you have already made payment and your order is cancelled, HP will issue a refund or credit to your account. If your order is amended and purchase price changes, you will pay any additional amount due to HP in accordance with the payment terms set out in these Terms or HP will issue a refund or credit to your account.

## **Personal Use**

HP Spare Parts acquired by you under these Terms are solely for your personal use and not for immediate resale or sub-licensing.

## **Your responsibilities**

Some HP Spare Parts are capable of retaining user-generated data.

You should make periodic backup copies of the data, files and programs stored on your products, including hard drives and storage devices, as a precaution against possible failures, alteration, or loss of the data.

Before returning any product for service (including repair), be sure to back up data and remove any confidential, proprietary or personal information. Data may be lost during service (including repair).

You should maintain a separate backup system or procedure that is not dependent on the products so you can reconstruct lost or altered files, data, and programs.

## **Refurbished Parts Program**

From time to time, HP may offer a refurbished parts program. Under this program, you may purchase a refurbished exchange HP Spare Part provided that you return the defective HP Spare Part to HP. The defective HP Spare Part must be the same product type as the exchange HP Spare Part. You must return the defective HP Spare Part to HP within 14 days of receiving the exchange HP Spare Part. All defective HP Spare Parts must be returned by you at your expense (unless otherwise stipulated by HP).

After the receipt and inspection of the returned defective HP Spare Part in accordance with the above paragraph, HP will refund to you the defective core charge stipulated at the time of purchase of the exchange HP Spare Part. The refund will only be made to the same credit card or PayPal account that was used for the original order of the exchange HP Spare Part. To the extent that your rights under the Australian Consumer Law are additional to, and inconsistent with your rights under the refurbished parts program, your rights under the Australian Consumer Law will prevail.

## **HP Limited Warranty**

All HP Spare Parts come with a standard 12 months warranty against defects in materials and workmanship. This HP Limited Warranty commences from the date of purchase of the HP Spare Part. Please contact HP on the details below for further information or if you have any questions.

Under the HP Limited Warranty, HP will replace, at no charge, HP Spare Parts, which are defective and advised to HP within the 12 month warranty period. A replacement Spare Part will be issued upon receipt of the faulty product.

The HP Limited Warranty does not apply to defects resulting from improper or inadequate maintenance by you; software supplied by you or a third party, interfacing or supplies; unauthorized modification; improper use or operation outside of the specifications for the product; abuse, negligence, accident, loss or damage in transit or improper site preparation.

HP denies liability for any damage that may be caused by the installation of the HP Spare Part by an unauthorised HP repairer.

## **Australian Consumer Law**

Nothing in HP's 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.

Our 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 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. These guarantees do not apply if you are not a “consumer” as defined under the Australian Consumer Law including if you have purchased the HP Spare Part for the purpose of resupply or for the purpose of using it up or transforming it, in trade or commerce in the course of repairing other goods.

Products may have been manufactured using some refurbished components or may have been used internally for reliability or performance testing.

Goods presented for repair may be replaced by new or reconditioned or refurbished or comparable versions of the same type of goods rather than being repaired. New or reconditioned or refurbished or comparable versions of parts may be used to repair the goods.

## **HP Spare Part Returns**

If HP Spare Part orders are cancelled by you after shipment you will be responsible for obtaining a HP Return Authority (RA) Number, the organising and transportation of the HP Spare Part back to the designated HP shipping location, and all charges associated therein.

To obtain an RA number you must call HP within 30 days of receipt of the HP Spare Part. The RA Number is valid for 14 calendar days only, from its issue date. Subject to your rights under the Australian Consumer Law, HP reserves the right to reject the return of HP Spare Parts if they are not in their original packaging and suitable for resale.

Where HP approves the RA request, a restocking fee of 15% or \$50 (whichever is lesser) may apply.

## **Limitation of the Liability**

Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the Australian Consumer Law which cannot be lawfully excluded or limited.

Save for any rights you may have at law which cannot be excluded, limited or modified, including your consumer guarantee rights contained in the Australian Consumer Law (and referred to above):

- HP does not warrant that the operation of HP Spare Parts will be uninterrupted or error-free;

- HP is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the HP Spare Parts;
- HP will not be liable for loss of data as it expects you to make appropriate arrangements to back up your data;
- HP will not be liable under the Terms for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising, whether caused by tort (including negligence), breach of contract or otherwise; and
- any term or condition of your order which is any way inconsistent with or in addition to these Terms will not be applicable or binding on HP unless otherwise agreed in a written agreement signed by you and HP and HP's failure to object will not be considered a waiver of these Terms.

HP does not exclude or limit liability for death or personal injury (including to the extent caused by its negligence) or for any other liability that cannot be excluded or limited by law

HP's maximum aggregate liability under the Terms whether in contract, tort (including negligence) or otherwise, save for any rights you may have at law which cannot be excluded, limited or modified, including your consumer guarantee rights contained in the Australian Consumer Law, shall in no circumstances exceed the amount payable by you to us in respect of the HP Spare Parts in question.

## **Protection of Personal Data**

You agree that any personally identifiable information you provide to us in connection with the HP Parts Store may be dealt with by HP in accordance with the terms specified in the HP Privacy Statement available at the bottom of the HP Parts Store web pages.

You also agree that HP may use personal information provided by you in order to conduct appropriate anti-fraud checks. Personal information that you provide may be checked against a credit reference or fraud prevention agency, which may keep a record of that information.

## **Export Statement of Assurance**

Products obtained under these Terms may be subject to Australia and other government export control laws and regulations. You must comply with those regulations whenever it exports or re-exports controlled products or technical data obtained from HP or any product produced directly from the controlled technical data.

## **Other applicable terms**

HP Spare Parts are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety systems, in hospitals in situations where uninterrupted performance is desirable or in nuclear facilities.

HP is not responsible for delay or failure to perform under these Terms due to causes beyond its reasonable control.

Each party will treat and hold confidential information provided by the other party which is marked as confidential or proprietary.

HP may subcontract the performance of services to qualified service suppliers.

All documents referred to in these Terms are incorporated into these Terms and are available from HP upon request.

Any customer site access requirements will not be enforceable to either increase the obligations or liabilities or reduce the rights under these Terms of HP, its officers, employees, or subcontractors.

## **Governing Laws**

Any contract or dispute arising in connection with Terms will be governed by laws in force in New South Wales, Australia.

## **HP Parts Store Warranty Support (Australia)**

If you think that you are entitled to a remedy under the Australian Consumer Law or any remedy under HP's Limited Warranty, please contact HP:

Hewlett-Packard Australia Pty Ltd  
Building F, 1 Homebush Bay Drive  
Rhodes, NSW 2138  
Attention: HP Parts Store

Toll Free Number - 1300 301 099

Email - [spareparts@hp.com](mailto:spareparts@hp.com)

Unless otherwise agreed by HP or required by law, including the Australian Consumer Law, you are responsible for the cost of returning goods to HP for warranty support. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.