HP Care Pack Services

# Terms and Conditions of Online Sales



Consumer and Business Customers



# HP TERMS AND CONDITIONS OF ONLINE AND PHONE SALES TO CONSUMERS

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These HP Terms and Conditions of Online Sales (the "Terms") apply to orders submitted by you online for products and services available in the hp.com website . These conditions apply only to consumers who are purchasing products or services for use outside of their trade, business, or profession (not for resale).



Prices and payment terms shall be as specified on Genesis and determined when ordering online. You will also be charged any applicable value added taxes; no value added taxes refund system for non-EU residents is currently available from HP for online purchases. HP reserves the right to change prices published on Genesis at any time. HP may change credit or payment terms at any time if, in HP's reasonable opinion, your financial condition, previous payment record, or the nature of your relationship with HP so warrants.



HP Care Pack

### Invoicing

Invoices can be sent by email in PDF format to the email address provided on the order. If you do not have Adobe Reader, **download here**.

#### Orders

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

The contract is formed upon confirmation email.

You agree that we 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.

#### Your right to return

You may change your mind and execute your withdrawal right by cancelling your purchase at any time within 14 calendar days after the purchase.

Between 14 days and 30 days after purchase, you can also cancel the order but if any service has been provided prior to notice of cancellation, you will not receive any refund. Cancellations may be made by notifying HP by email at carepack\_helpdesk@hp.com.

#### Warranty

If a fault appears within the first 6 months after delivery, HP will offer a refund or price reduction. From 6 months after delivery, you need to prove to HP that the defect was present at the time of delivery in order to invoke such rights. HP may test products upon return and charge you any costs incurred by HP if you wrongly claimed that returned products were inoperable or defective.

#### **Online Dispute Resolution (ODR)**

If you have a problem which is not resolved by us, you may access the Online Dispute Resolution (ODR) Platform at http://ec.europa.eu/odr. The ODR platform is a web-based platform that is specifically designed to help consumers who have bought goods or services online and subsequently have a problem with that online purchase. It allows consumers to submit their contractual dispute and conduct the Alternative Dispute Resolution (ADR) procedure online. The ODR platform transmits disputes only to ADR bodies who are included in the national lists of ADR bodies that comply with the binding quality requirements established by the ADR Directive.

HP Support customer service department can be contacted at: carepack\_helpdesk@hp.com.



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# Commercial warranty

HP will provide maintenance and support services you ordered in accordance with the applicable service description and subject to the conditions and limitations specified in the applicable terms.

Additionally, all products are covered by HP's limited warranty, in accordance with the terms and limitations specified in the warranty statement bundled with such products.

HP products are provided with a manufacturer warranty (HP Limited Warranty). Please refer to the HP Limited Warranty Statement provided with your product for extensive description of your manufacturer warranty entitlements, scope, and duration. In addition, if you are a consumer according to EU Directive 99/44 you may have additional statutory rights for the lack of conformity of your product with the contract of sale. Such statutory rights are independent and complementary to the HP Limited Warranty and are not in any way affected by it.

Click here for more information: Consumer Legal Guarantee.

# Software Licences

HP software products are subject to **HP's standard licence terms**. Non-HP software products and, exceptionally, some HP software products, may be subject to different licence terms, as provided with such products.

#### Limitation of Liability

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

HP will not be liable for loss of data as it expects you to make appropriate arrangements to back up your data.

HP does not exclude or limit liability for death or personal injury (including to the extent caused by its negligence), for wilful default, for any breach of any undertaking as to title, quiet possession, and freedom from encumbrance implied by applicable law, for fraud, fraudulent misrepresentation, or any misrepresentation as to a matter fundamental to its ability to perform contractual obligations, or for any other liability that cannot be excluded or limited by law.

# Protection of Personal Data

You agree that any personally identifiable information you provide to us in connection with the HP 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 Store web pages.

The search box on this web site ("Search Box") is powered by Google Inc. ("Google") and Google's Privacy Policy (located at <a href="http://www.google.com/privacy.html">www.google.com/privacy.html</a>) applies to your use of the Search Box.

# Other applicable terms

Sales are governed by the laws of United Kingdom. You must comply with all applicable export licensing laws if you export the products.

You may have additional rights under United Kingdom consumer laws, which provide you with other remedies. To the extent that these Terms, HP's limited warranty, standard license, or Support Pack terms are inconsistent with the statutory laws of the country where support was provided to you, they are deemed modified to be consistent with such local law.

Important Note: If you, for any reason, do not have access to any of the conditions referenced in these Terms, such as the HP Privacy Statement or HP Software Licence Terms, we ask you to contact the HP Contact Centre and ask for a copy. The Terms and additional conditions referenced therein that are in effect at the time you submit your order will govern such order, so you are encouraged to print and keep a copy of them for your future reference.



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