

HP TERMS AND CONDITIONS FOR SPARE PARTS

The following HP Terms and Conditions govern HP's sale of Spare Parts or Trade Parts.

1. DEFINITIONS

- a) "Delivery" means standard HP shipping to and arrival at the receiving area at the "Ship To" address specified in the Customer's order.
- b) "Spare Parts" means new or refurbished hardware only (see 10a). Spare Parts do not include Software, Documentation, Accessories or Upgrades.
 - i) "Custom Parts" means Spare Parts modified, designed or manufactured to meet Customer requirements.

2. PRICES

- a) Prices remain valid for 7 days from the quotation date unless otherwise stipulated by HP. If the order is placed as a backorder where delivery is extended beyond the validity period HP reserve the right to cancel such orders or replace them with new orders at prices that have taken effect.
- b) Prices are exclusive of, and Customer will pay, applicable sales, use, service, value added or like taxes, unless Customer has provided HP with an appropriate exemption certificate for the Delivery jurisdiction.

3. ORDERS

- a) All orders are subject to acceptance by HP.
- b) Customer will specify Ship To addresses within Australia, unless otherwise agreed.

4. CANCELLATION OF ORDERS

- a) Customers may cancel orders in writing for Spare Parts (except Custom Parts Orders) before shipment.
- b) Custom Parts Orders are to be paid for upfront and are non-returnable and non-refundable. Also, in the course of business HP may offer special-sales where one of the conditions is that the Spare Part purchased is non-returnable under any circumstance, these Parts are deemed non-returnable and non-refundable

5. REFURBISHED PARTS PROGRAM

- a) HP will require the return of Exchange Parts or Defective Return for the Refurbished Parts Program. All defective exchange parts will be returned to and receipted by HP within 14 days of receiving the replacement. All defective exchange parts will be returned at the expense of the Customer (unless otherwise stipulated by HP).
- b) After the period referred to in (5a), HP will charge for the non-return of the defective parts, this being the cost difference between the price of the new part and the exchange part.
- c) If the customer pays for the exchange part by credit card, HP will charge the new part price upfront. On receipt of the Defective Exchange Part, as per the directions in (5a), HP will credit the difference to the credit card.

6. DELIVERY

HP will make reasonable efforts to meet Customer's Delivery requirements. If HP is unable to meet Customer's Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

7. SHIPMENT, RISK OF LOSS OR DAMAGE, AND TITLE

HP will ship according to HP's standard commercial practice, and risk of loss or damage and title will pass from HP to the Customer at the Ship To address. Shipping and handling charges will be listed separately on HP's Invoice. If the Customer stipulated special packing or shipping instructions agreed to by HP, charges will be billed separately to Customer, and risk of loss or damage and title will pass to Customer on delivery to Customer's carrier or designate.

8. TECHNICAL ADVICE, INSTALLATION AND ACCEPTANCE

- a) HP Spare Parts or HP Trade Parts is an outlet for the sale of genuine HP parts. Whilst advice and information is given freely on any part, this not to be misconstrued as a technical service
- b) It is HP recommendations that servicing and/or technical advice be sought for the repairing of HP equipment and/or installation of Spare Parts for HP equipment be carried out by authorised HP accredited repairers (see 10k).

9. PAYMENT

- a) Payment terms are via an approved credit card or subject to HP credit approval, which provides 30 days payment facilities from HP's invoice date.
- b) Non-account holders must supply payment details upfront prior to order placement.

10. WARRANTY/RETURNS

- a) The Spare Part standard warranty period is 90 Days. Any additional information is available with Spare Parts, on quotations, or upon request.
- b) Spare Parts supplied from HP may be new or refurbished.
- c) Spare Parts purchased from HP will receive the standard warranty in the country of purchase. If Customer moves such Spare Parts to another country where HP has Support presence, then Customer will receive the destination country standard warranty.
- d) The warranty period begins on the date of receipt by customer.
- e) If the Customer transfers a Spare Part to another user, warranty service is available to that user for the remainder of the warranty period.
- f) HP warrants HP Spare Parts against defects in materials and workmanship. HP further warrants that HP Spare Parts conform to the recommended Specifications.
- g) HP does not warrant that the operation of any Spare Parts will be uninterrupted or error free.
- h) HP will replace, at no charge, parts, which are defective and advised to HP within the warranty period. A replacement Spare Part will be issued upon receipt of the faulty unit. Credits will not be issued for warranty returns such as DOA (dead on arrival) or wrongly boxed, etc.
- i) The above warranties do not apply to defects resulting from improper or inadequate maintenance by Customer; Customer or third party supplied software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specifications for the Spare Part; abuse, negligence, accident, loss or damage in transit; improper site preparation; or where the installation of the Spare Part was carried out by an unauthorised HP repairer.
- j) Warranty offered on spare parts is return to base and all return shipping to HP (including associated costs) is the sole responsibility of the customer
- k) HP denies liability of any damage that may be caused by a replacement Spare Part where the installation of the Spare Part was not carried out by an authorised HP repairer.

11. ORDER RETURNS

- a) If Spare Part orders are cancelled after shipment the Customer will be responsible for obtaining a HP Return Authority (RA) Number, the organising and transportation of the Spare Part back to the designated HP shipping location, and all charges associated therein.
- b) To obtain an RA number the customer will call HP within 14 days of receiving the Spare Part. The RA Number is valid for 14 days only, from its issue date.
- c) HP reserves the right to reject the return of Spare Parts if they are not in their original, unopened packaging and suitable for resale.
- d) Where HP approves the RA request, a restocking fee of 15% or \$50 (whichever is greater) will apply.

12. GENERAL

- a) HP will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- b) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.
- c) Customer who exports, re-exports or imports Spare Parts, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of applicable regulations.
- d) Customer will not register or use any internet domain name which contains HP's trademarks (e.g. "HP", "hp" or "Hewlett-Packard") in whole or in part or any other name which is confusingly similar thereto.