



# HP Store Terms and Conditions

## 1. General

Our deliveries and services are provided exclusively on the basis of these Terms and Conditions of Sale and Delivery.

If you place an order in an HP Employee Store of a company participating in the HP Store Program, you declare with our order that you are an employee of the respective company participating in the HP Store Program.

If you place an order in the HP Friends & Family Store, you declare with your order that you are a family member or friend of an HP employee and that you have been invited by this employee by e-mail to shop in the HP Friends & Family Store.

If you place an order in the HP Students or Poseidon Store, you declare with your order that you are an eligible student, lecturer or member of an educational organization.

If you place an order in the HP Community Store, you declare with your order that you are a member of one of the associations or organizations associated with the HP Store Community Program.

## 2. Conclusion of a Contract

2.1. Your contractual partner shall be HP Schweiz GmbH, Glatt Tower, Neue Winterthurerstrasse 99, 8304 Wallisellen.

2.2. The presentation of goods and services on our web pages does not constitute a binding offer.

2.3. Your order placed with us constitutes a binding offer to us for the conclusion of a contract. We will send you an e-mail confirming the receipt of your order. This order confirmation does not constitute an acceptance of your order, but merely serves to inform you that we have received your order. The acceptance of your order will be confirmed by us in writing in a separate e-mail. 2.4. Before submitting your order you can review it and correct it if necessary.

## 3. Shipping Costs and Prices

HP Online Store will deliver free of charge on all orders over CHF 40.-. If your order totals less than CHF 40.- your order will incur a small delivery charge of CHF 9.-. The quoted prices are inclusive of VAT.

## 4. Payment Options and Invoicing

You can choose between the payment options described in more detail below:

**Payment by credit card:** We accept American Express, Visa and MasterCard. To use your credit card for payment, please select the credit card you wish to use and enter your credit card number and the expiration date. The credit card numbers will be exclusively used for the payment transaction and will be processed using the Secure Sockets Layer (SSL) security system, the generally accepted standard



for security in the internet. Your credit card will be debited within five days after acceptance of your order.

**Payment by prepayment:** If you choose prepayment from the list of payment options, we will send you an order acknowledgement email with payment instructions. Once we have received confirmation that your payment has been credited to our bank account, we will send you another e-mail to confirm that your order has been released for further processing. Availability of products and delivery times are subject to change. If we have not received your payment within 30 days after placing your order, we will cancel your order and confirm this by e-mail.

**Payment by invoice:** We can only accept payment by invoice from companies that have been recorded in the commercial register for at least one (1) year. The precondition is a minimum order value of CHF 400 per order. This option is subject to a successful credit check. Invoices are due within 30 days from invoice date.

**Payment by PayPal:** You have to be registered at PayPal for this purpose. If you have chosen PayPal as payment option for your order, you will be prompted to log onto PayPal via a Secure Sockets Layer so that the payment can be confirmed by you.

**Invoicing:** HP Store will send your invoice within 24 hours of your order shipping by email in PDF format to the email address provided on the order. If you do not have Adobe reader you can download it [HERE](#).

## 5. Delivery

We only deliver to shipping addresses in Switzerland and Liechtenstein. Delivery takes place free kerb. We do not deliver to post boxes, PickPost or pack stations.

Delivery dates (ETA = Estimated Time of Arrival) are based upon availability of the products.

## 6. Cancellation of the order

HP has the right to cancel an order before delivery, even if payment has already been made. In this case HP will refund the total amount paid.

You may cancel items or orders that haven't been shipped from our warehouse by visiting the My Orders area of the site. Please note, customised PC orders cannot be cancelled once the order is processed. For more information please contact our customer service team by phone **043 547 97 87** from Monday to Friday, from 08.30 - 12.00 and from 13:30 - 17:30 o'clock.

## 7. Withdrawal right for consumers

For reasons of goodwill, we grant consumers\* a 14-day right of return on consumer hardware products under the condition that the goods are unopened and originally packed and neither product nor packaging have defects. We reserve the right to invoice you for any handling costs that might arise once the goods have been inspected in our warehouse.



**Generally excluded are:**

- PC- and Print Accessories (Headphones, Mice, Keyboard, etc.)
- Consumables (toner, filters, ink cartridges, storages etc.)
- Electronic software licenses (ESD, Carepacks)
- Goods made to the consumer's specifications or clearly personalized (e.g. configured hardware)

If you are a consumer customer\*, and you want to arrange a return request because you have changed your mind, as per our Terms and Conditions, please read carefully the following steps to be performed:

**1. Contact HP Store within 14 days from delivery:**

- If you are a registered customer; please log in to your account, go to "My orders" section and click on: Return or Replace items
- If you are a not registered customer; you can [contact our team here](#).

**2. HP Store team will provide detailed return instructions.**

**Additional Remarks:**

- If you refused the delivery of your order, remember you will have to contact us to ask for your product withdrawal and we will initiate the return procedure.
- If you are a Business Customer\*\* and you want to cancel or change your order please note that restrictions apply, so please contact our Post Sales: 043 547 97 86.

\*Consumer customer is an individual purchasing products or services.

\*\*Business customer is a registered company purchasing products or services.

## 8. Manufacturer's Warranty

For the HP manufacturer's warranty applicable to the HP product, please see the product specifications as well as the documents accompanying the product. Should you encounter difficulties during the term of the HP manufacturer's warranty, please follow the steps described in the product documentation or call the telephone number specified therein. In case of defects you will of course also be entitled to statutory claims in addition to the HP manufacturer's warranty.

## 9. Warranty

The statutory regulations shall apply. The warranty period for business customers is two years.



## 10. Software

Any software included in the delivery is subject to the provisions of the respective license agreement; unless included in the product description, these are provided with the product.

The use of some of the software requires the explicit agreement to the licensing terms of the manufacturer. Should you decide not to accept the licensing terms and if the normal use of the product is not possible without such consent, we can only accept the return of the product if you have not yet put the product into operation and if it is returned to us in its original packaging with unbroken seal.

## 11. Terms and Conditions for HP Care Packs

The Terms and Conditions for HP Care Packs purchased in the HP Store can be found here. Please select the correct country in the selection window provided for this purpose.

## 12. Reservation or Property Rights

We reserve the right to retain title to the products delivered until the purchase price has been paid in full.

## 13. E-Voucher

HP may from time to time offer electronic vouchers and other discount codes to be redeemed at HP Store ("e-vouchers"). e-vouchers will be governed by the specific terms and conditions applicable to the e-voucher and made available to customer. Any e-voucher to be redeemed at HP Store is delivered (directly or indirectly) by HP to the customer at no [additional] cost and is non-exchangeable, non-transferable and no cash alternative is offered.

## 14. Liability

Limitation of liability: With the exception of liability for bodily damages (incl. death) and intentional or grossly negligent damages, HP's cumulative liability shall be limited to the amount, which the customer:

1. has paid for the product; or
2. has paid for support services up to the time of the violation of contract, but at the longest for a duration of 12 (twelve) months; or
3. has paid for professional services up to the time of the violation of contract, which constitute the object of the respective claim.

With the exception of claims by one party against the other due to property right infringements, neither party shall be liable for indirect or consequential damage (including e.g. damages caused by downtimes, loss of profit, non-realized profits/savings, loss of earnings, additional expenditures, costs and replacement of replacement products or services purchased by the customer or loss or restore of data and/or software).



A further mandatory liability remains reserved in accordance with Swiss law (e.g. Art 100, paragraph 1 OR).

In case of liability the customer may only assert the claims set forth in this agreement.

## 15. Data Protection

Your address will be used by us to process your order and will, if necessary, be disclosed to companies commissioned by us for the purpose of fulfilling the contract. Within the scope of payment by credit card or PayPal, the necessary data will be exchanged with the respective payment institution. HP will not disclose or make use of the data in any other way. The data received shall be treated in compliance with the relevant data protection rules. For further information, please see: <http://welcome.hp.com/country/ch/de/privacy.html>.

## 16. Miscellaneous

In order to comply with export- and customs regulations, we are entitled to discontinue deliveries and services provided under this contract if export- or customs regulations so require.

You may assert a right of set-off or retention only for claims that are either undisputed or have been declared legally valid.

This agreement shall be governed by the laws of Switzerland; the UN Convention on the International Sale of Goods shall be excluded. The place of jurisdiction is Zurich 1, Switzerland.

## 17. Eligibility requirements HP Business Club

- Companies with headquarters in Switzerland or Liechtenstein are eligible to register
- The HP Store reserves the right to reject registrations from individuals or non-existent companies as well as registrations containing incorrect information.
- The login is personal and may not be transferred.
- Registration does not involve any costs or obligations.

## 18. Eligibility requirements HP Students Store

- All students (advanced technical college, university, night school), apprentices and teachers, schools and universities as well as other educational organizations residing or working in Switzerland or Liechtenstein are eligible
- The HP Store reserves the right to reject registrations from individuals who do not meet the above criteria as well as registrations containing incorrect information.
- The login is personal and may not be transferred.
- Registration does not involve any costs or obligations.
- The products are intended for end use and may not be resold.
- Resellers/dealers will not be granted access.