Conditions générales de reprise

A. Programme de protection de l'investissement de stockage HPE
Within the framework of the Programme de protection de l'investissement de stockage HPE End- User Customers can replace their old IT products against the purchase of an eligible HPE Product (to be found on the program start page).

This Program applies indistinctly to purchases of eligible HPE Products made direct with HPE or indirectly with HPE authorized resellers.

The refund value though, only ensues if the equipment the participant wants to trade in is directly and verifiably connected to the purchase of the eligible HPE Product.

This is a like-for-like product exchange only. The participant must purchase eligible HPE Product(s), and replace product(s) of the same category type as the HPE Product to qualify.

The Programme de protection de l'investissement de stockage HPE is hereafter referred to as "**Program**".

Participation in the program is consisting of 4 key steps.

- The seller (“Actor”) applies to participate before purchase of the HPE Products ("**Actor**")
- the review and approval of the application by HPE and finally, when approved and the new products have been delivered,
- the claim can be finalized by the person or company
- who receives the refund payment ("**Participant**").

Participants
Only HPE or HPE authorized Resellers are allowed to initiate registrations for participation with this Program. The person or company registering to the Program is hereafter referred to as "**Actor**".

The Actor determines the beneficiary of the refund payment. Either themselves or the End-User Customer who purchased the eligible HPE Products and returns the Return Products against it.

The person or company receiving the refund payment is hereafter referred to as "**Participant**".

The End-User Customer receives the financial benefit of the Program either directly through the payment of the refund or a purchasing discount granted by the Participant which results in an equivalent amount.

Products
The eligible products sold to the End-User Customer are referred in the following as "**HPE Products**".

Only new HPE products are eligible to take part in the program. Demonstration products as well as remarketing or used products are excluded from the program.

The used products which are replaced by the HPE Products, are referred as "**Return Products**".

The Return Products must have been legally owned by the End-User Customer for at least 6 months.

The Program is valid in respect of HPE Products sold within the program period by either directly HPE or an HPE Reseller to the End-User Customer.

The Program is not valid if the HPE Products are not owned by the Participant (for instance if the HPE Products are leased by the Participant).

The list of eligible products can be found on the program start page.

Promoter (referred to herein as 'HPE'):
Hewlett-Packard International Sarl
Route du Nant-d'Avril 150
CH-1217 Meyrin/Geneva
Switzerland

Paying Entity:

Hewlett-Packard International Sarl
Route du Nant d'Avril 150
CH-1217 Meyrin/Geneva
Switzerland

B. Program rules and requirements
The Program is valid in Zimbabwe.

By completing the registration process, the Participant confirms acceptance of these terms and conditions.

HPE products purchased in another country than the participant registered to the program are not authorized for participation.

The calculated trade-in amount is not guaranteed if any special pricing conditions apply to a deal. In such case HPE may need to amend the trade-in offer depending on other pricing agreements. The Actor must provide an active HPE Deal ID or HPE Offer ID with the application in order to support this review process.

If the Actor is Participant
A Transfer of Ownership document (available under https://promotions.ext.hpe.com/Docs/HPE_transfer_of_ownership_FR_ch.pdf), is mandatory agreement between End-User Customer and the Participant in order to certify the paragraphs below.

A. With the acceptance of the participation agreement, the Participant warrants to hold legal title to the Return Product(s), the Return Product(s) are free of liens or security interest, the ownership is not subject to the rights of third parties and the Participant has the legal right to transfer the Return Product(s) to Recycling.
B. The Participant warrants that the Return Product(s) are free of any restrictions or encumbrances, including third party software which may not be transferred or for which royalties are due.

If the End-User Customer is Participant

A. With the acceptance of the participation agreement, the participant warrants to hold legal title to the Return Product(s), the Return Product(s) are free of liens or security interest, the ownership is not subject to the rights of third parties and the Participant has the legal right to transfer the Return Product(s) to Recycling.
B. The Participant warrants that the Return Product(s) are free of any restrictions or encumbrances, including third party software which may not be transferred or for which royalties are due.

The refund values as indicated by HPE only apply for Return Products that are handed over complete, in working

condition and with all accessories belonging to it. instructions d'emballage available on the program page at www.hpe.com/eu/storage/tradein must be followed.

The Participant will be solely responsible for removing all sensitive data before handing over Return products for recycling, and HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such component.

Return Product(s) must not be contaminated with biological, chemical or radioactive materials.

To carry out the collection and transfer of the recycling facility, the Return Product(s) must be located within the country the Participant registered with the Program.

Applications for collection from offshore locations cannot be accepted.

The ownership of the Return Product(s) will reside with the Participant upon handover of the Return Product to the designated Recycling Facility.

Un enlèvement ne peut se faire que sur le continent. Un enlèvement dans les territoires d'outre-mer ou régions insulaires ne pourra être réalisé.

The Return Product(s) defined in the web registration under the program must be handed over for disposal. After receipt , no Return Product(s) (including accessories) can be returned again to the participant.

The Return Product(s) must match the details provided during the registration process. If they do not match, HPE reserves the right not to pay any refund or to debit the difference in refund value between the stated and actually received Return Product when the refund value of the incorrect product is less.

C. Program Steps and Timing

The Participant can apply for participation, obtain information about the program and request an offer on the web site www.hpe.com/eu/storage/tradein.

Approved registrations must be converted to a claim and submitted online, within 30 days after date of sale to the End-User Customer. The registrations remain valid for a period of 90 days, registration date is printed on the confirmation mail.

The date of the invoice to the End-User Customer shall be considered as the date of sale.

The invoice must contain the following information:

- Name and address of the End-User Customer
- Name and address of the Seller, in accordance with the letterhead
- Model and serial number of the HPE Product.

The mandatory proof of sale documents must be uploaded during completion of the Incentive for Disposal Request on www.hpe.com/eu/storage/tradein.

When the Actor is Participant in addition the completed Transfer Of Ownership document (available under https://promotions.ext.hpe.com/Docs/HPE_transfer_of_ownership_FR_ch.pdf), indicating all Return Products subject to the claim, signed by the End-Customer has to be provided.

Uploaded documents are exclusively used for validation of eligibility to participate in this Program. The information will not be shared with any other processes and function outside the Program.

Participants who did not provide HPE with all mandatory information will be notified via email and offered the opportunity to provide the missing items within 7 calendar days. If the Participant still fails to comply with the terms

and conditions, the request will be rejected.

Collections are carried out for full lots of Return Products. If Return Products are to collect at different locations, or there are multiple collections at different dates, the individual requests must be raise by date and/or collection site. Please contact trade-in@tpps.mail.hpe.com for support in such cases.

On the agreed date, HPE will dispatch a carrier to the address the Participant advised during registration. If it is not possible for said carrier to come on the agreed date, carrier will contact the Participant to agree a new date.

The charges for the collection are carried by HPE.

For preparation of the Return Products the instructions d'emballage must be followed.

If the Participant does not adhere to the packaging instructions, or if the Return Product is not provided at the agreed time and the carrier has to carry out a new collection through fault of the Participant, HPE reserves the right to deduct a sum appropriate to the costs incurred.

The shipping label provided with the registration must be attached to the outside of the box and should remain easily accessible even when stacked on a pallet. It is recommended to secure the label with transparent shipping tape from being ripped off the box.

If a Return Product other than that stated in the web registration has been returned to the Recycling Center, HPE is entitled to charge the participant the incurred costs for the return.

The period between acceptance of the request to return and the readiness for collection of the HPE Product(s) must not exceed 90 calendar days.

The refund value is paid by HPE to the Participant. The payment will be made by electronic bank transfer within 45 days after collection of the Return Products.

Payment can only be made to a bank account within the country where the Participant registered for the Program.

Invoicing for reimbursement
For questions regarding the program or the status of your claim, please email: trade-in@tpps.mail.hpe.com. Alternatively, for claim status lookup, please check the URL available with the Confirmation email.

D. Disclaimers
HPE reserves the right to disqualify incomplete, altered or illegible claims.

Participants proved to have entered fraudulent claims will be excluded. HPE reserves the right to take legal action.

In addition to the invoice for the purchased HPE Product, HPE reserves the right to request from the reseller/End-User Customer further evidence of purchase and/or ownership (e.g. photo of the serial number label, barcodes,...)

HPE reserves the right to audit all requests to ensure that the terms and conditions of this Program have been met and to request additional information regarding any and all claims and supporting documents.

In the event of incorrect payments made by HPE the Participant shall repay any such incorrect payment not later than 28 days after receipt of written notice from HPE.

The Participant agrees to hold HPE free from the responsibility of any liability, claims, damages and tax liabilities that might arise in such circumstances.

HPE is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents the Participant from or otherwise obstructs him/her in

participating in the Program.

HPE shall not be liable for any loss, damage or injury of any nature howsoever caused to Participants pursuant to this Program. However, nothing in these terms shall act so as to exclude or restrict HPE’s liability for death or personal injury of Participants proven to be caused by HPE’s negligence.

HPE reserves the right to amend the terms of this Program at any time without notice.

HPE may cancel this Program where required to do so for legal or commercial reasons arising from applicable laws.

The payment will be made upon HPE’s satisfaction that the Participant has fully complied with these terms and conditions and the associated instructions.

The decisions of HPE in respect of any and all aspects of the Program will be final and binding.

This Program is subject to the laws of the country the Participant registered to the program. In case of dispute, the courts of the locale of the Promoter will have jurisdiction.

If an HPE Product is returned (thus revoking the sales contract) no claim may be made for refund value. In case refund has already been paid, it must be fully paid back.

Refund amounts calculated in accordance with the Program Terms are exclusive of VAT.

Where the payment constitutes a taxable benefit, all tax liability lies with the Participant.