Terms & conditions

A. HPE Tape Drive Trade-In
Within the framework of the HPE Tape Drive Trade-In End-User Customers can trade-in their used IT products against the purchase of an eligible HPE Product (to be found on the web site www.hpe.com/eu/storage/tradein).

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

The trade-in 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 one-for-one and like-for-like product trade-in only. The participant must purchase eligible HPE Products, and trade-in the same amount of Trade-In Products to qualify. The Trade-in Products must be of the same category type as the HPE Products.

The HPE Tape Drive Trade-In is hereafter referred to as "**Program**".

Participants
Only End-User Customers are allowed to participate in this program.

The Participant or an authorized delegate may submit the claim on behalf of the Participant.

The person or company receiving the trade-in allowance payment is hereafter referred to as "**Participant**".

The Actor must have obtained acceptance of the Program Terms from the Participant.

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 returned to HPE, are referred as "**Trade-in Products**".

The Trade-In 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 by either directly HPE or an HPE Reseller to the participant.

The Program is not valid if the HPE Products will be resold or rented to a third party.

The list of eligible products can be found on the web site www.hpe.com/eu/storage/tradein.

Promoter (referred to herein as 'HPE'):
Hewlett-Packard Belgium BVBA/SPRL
Hermeslaan 1A
1831 Diegem
Belgium

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 Belgium, Luxembourg.

The trade-in agreement between HPE and the Participant is achieved through the acceptance of the terms and conditions in course of the claim process on the Program web page www.hpe.com/eu/storage/tradein.

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

This Program can not be used in conjunction with other sale promoting measures from or special agreements with HPE that are offered at the same time.

A. With the acceptance of the trade-in agreement, the participant warrants to hold legal title to the Trade-in Product(s), the Trade-In 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 Trade-in Product(s) to HPE.
B. The Participant warrants that the Trade-in 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 trade-in amounts as indicated by HPE only apply for Trade-in Products that are returned complete, in working condition and with all accessories belonging to it. Packaging Instructions 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 returning products to HPE, and HPE shall not be responsible for maintaining the confidentiality or privacy of any sensitive data that remains on such component.

Trade-in Product(s) returned to HPE must not be contaminated with biological, chemical or radioactive materials.

The Trade-in Product(s) for return must be located within the country the Participant registered to the Program.

Applications for collection of Trade-in Products from offshore locations cannot be accepted.

The ownership of the Trade-in Product(s) will be transferred to HPE upon handover of the product to the designated HPE Test Center.

The delivery of the Trade-In Product(s) to HPE’s designated Test Center shall be final and effective to transfer title of such product to HPE free and clear of all liens and encumbrances.

The Trade-in Product(s) defined in the web registration under the program must be handed over to HPE to qualify. After receipt in HPE's handling house, no Trade-In Product(s) (including accessories) can be returned again to the participant. These Trade-In Product(s) remain the property of HPE.

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

HPE warrants environmentally friendly disposal of Trade-In Product(s). The Trade-In Product(s) are recycled in the country of the Test Center where it has been tested and may not remain within the country where it was collected.

C. Program Steps and Timing

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The Participant can register, obtain information about the program and request a trade-in offer on the web site www.hpe.com/eu/storage/tradein.

Registrations must be submitted online, within 30 days after date of sale.

The date of the invoice shall be considered as the date of purchase.

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.

Proof of purchase must be uploaded during registration on www.hpe.com/eu/storage/tradein.

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.

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 Trade-In products the Packing instructions must be followed.

If the Participant does not adhere to the packaging instructions, or if the Trade-In 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 trade-in product other than that stated in the web registration has been returned to the test 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 30 calendar days.

The trade-in value is paid by HPE to the Participant. The payment will be made by electronic bank transfer within 45 days after receipt of the trade-in product at the test center.

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

Invoicing for reimbursement
This Program requires the acceptance of a self-billing invoice by the Participant. To ensure consistent and valid invoicing HPE creates a preliminary self-billing invoice on behalf of the Participant and sends it to the Participant for acceptance. Once the preliminary self-billing invoice is accepted by the Participant then HPE will make the respective payment and issue a final corresponding invoice under these Terms and Conditions.

A failure to send a valid acceptance of the preliminary self-billing invoice will result in the claim being rejected and

invalidates the participation in the Program.

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

By completing the registration process Participants confirm acceptance of these terms and conditions.

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 Trade-In value. In case Trade-In value has already been paid, it must be fully paid back.

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