Conditions générales

A. Promo HPE Storage Trade-Up Advantage Program
Within the framework of HPE Storage Trade-Up Advantage Program, Hewlett Packard Enterprise Company (“HPE”) will pay a specified Trade-Up value to Participants (as defined below) for qualifying new HPE Storage product sold to replace used products that are returned to HPE (all qualifying products are found on the web site: www.hpe.com/ca/tradeinadvantage, and in Addendum 1, Eligible HPE Purchased Systems.

The HPE Storage Trade-Up Advantage Program is referred to in the following as “**Program**”.

Promoter: **HPE**

Program Overview
The Program allows HPE customers in Canada - Français to receive value for buying new HPE eligible Storage product replacing their old HPE and non- HPE storage products. The money distributed to the user for the Trade-Up ("Cash Back") may be referred to in individual program and Program documents variously as a "refund", "rebate", "Trade-Up allowance", "cash back", or other similar phrase.

Rebate Valuation
The program enables a rebate determined by the following definition.

Trade-Up capacity
The program will rebate TB (measured as raw capacity in system) up to the amount of raw capacity in the qualifying new HPE Storage system purchased.

Combination with special pricing or other Programs
The Program may be combined with HPE contract discounts.

Participants
End user customers in Canada - Français are allowed to participate in the Program and claim and receive any Trade-Up value. Managed service providers are allowed to participate in the Program if they retain title of the qualifying purchase and hold title to the Trade-Up product. If the same invoice is claimed by both an end user customer and Managed Service Provider, the Commercial Business end user Claim will be approved and the Managed Services Claim will be rejected.

The company claiming and entitled to receive the Trade-Up value is referred to in these terms and conditions as the “**Participant**”.

Products
The qualifying new product purchases are referred to in the following terms and conditions as “**HPE Products**”.

The qualifying equipment returned under Trade-Up Program which are returned to HPE are referred to as “**Returned Products**”.

The list of HPE Products and Trade-Up Products can be found on the web site www.hpe.com/ca/tradeinadvantage.

Program Timing
The Program period, the timeline for claiming the rebate, the new HPE Products included in the Program and the exact Trade-Up values of Trade-Up Products are all specified on the web site: www.hpe.com/ca/tradeinadvantage.

HPE retains the right to change or terminate this Program at any time and without prior notice.

B. Program rules and requirements

The Program is valid for HPE Products purchased in Canada - Français. All Returned Products must also be located in, and returned to HPE, in Canada - Français.

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

HPE Products purchased in any countries other than Canada - Français are not authorized for participation in this Program and HPE will not arrange or accept any cross border shipments of Returned Products in connection with this Program.

This is like-for-like product Trade-Up only (storage must be traded for storage). The Participant must purchase HPE Products listed on the Program website, and Return Products of same category type, to receive the specified Trade-Up payment amount.

The Participant can claim the Trade-Up value only once for each HPE Product purchased. A minimum purchase of 1 HPE Product is required for participation.

Rebate values are based on Storage product sold and type of product being replaced and there is maximum rebate amount. In addition program rebates are capped at 5 units per invoice.

HPE GreenLake IaaS (Classic SOW) solutions are not eligible for Trade-Up rebates.

Only new HPE Products are eligible under the Program. Demonstration products as well as refurbished, remarketed or used products are excluded from the Program.

Registration on the website is required prior to end customer issue purchase order. Request for Trade-Up rebates after purchase order data will be denied.

Public Sector Customers are not eligible for participation in Trade-Up program.

C. Program steps and timing

A Trade-Up cash back quote is only obtained when the end-user or HPE authorized reseller (whichever is the "Cash Back Designee") registers online and/or submits all required information. At that time a quote number is assigned.

a. Complete the online request form to apply for participation before purchase of the new HPE Product. For large unit quantities or in case of questions please contact customer service.

b. If your request will require a pickup at more than one location, you will need to enter a separate application for each pickup location.

c. In order to be eligible for the Program, the End-User must purchase qualifying new HPE Products within 90 days of application.

d. You will be sent a Registration Confirmation email. Your request will then be reviewed and Trade-Up amount determined.

e. If approved, you will be sent a Registration Approval email which will provide your Trade-Up amount. Also, you will be given a link to start the return process.

f. Start the return process with receipt of the new HPE Products. Verify your pickup address, provide a few information on HPE Products purchased and Returned Products to be collected, as well as the data for payment routing.

g. The purchase invoice must be uploaded during the claiming process and must contain the following items: name and address of the End-user customer, name and address of Channel Partner, model and serial number of the qualifying new HPE Products.

h. Once you've finished the online process, you will be sent a Confirmation email. The claim number listed in this Confirmation email will now identify your claim thru the rest of the process.

i. Next, you will be sent a Collection of Trade-Up Equipment email for Returned Products which contains an Excel file. Please complete the Excel file with information around the pickup of your Returned Products unit (s) and email back to us.

j. Your pickup information will be forwarded to our Logistics team and an RMA# assigned to your pickup request.

k. The carrier assigned to your pickup request will work with the site contact to setup a pickup date and time. The pickup of the Returned Products unit(s) must take place within 90 days of the Purchase Order.

l. Once the Returned Products unit(s) have been received, payment will be issued via Trade-Up cash back payment within 45 days.

m. As this is a Program for Commercial Business customers, all payments must be made to a Company and not an individual.

n. The company accepting these Program Terms and Conditions must be the one making the Trade-Up cash back claim. The Trade-Up cash back payment will be made out to the Cash Back Designee only.

o. HPE will process the payment through the chosen method based on the value assigned to your product taking into account the product's present condition. You must state your Returned Product's condition accurately and to the best of your ability based on the guidelines posted on the site. HPE will perform an inspection upon receipt of your product. If the product's condition differs materially from that which you described, HPE reserves the right to re-price your Trade-Up using the same condition parameters originally available to you.

Canadian claims, payment will be made in US$.

All incomplete claims will be automatically rejected. If a claim is incomplete, it must be completed and resubmitted to be processed. A claim is considered incomplete if it matches one or more of the following criteria:

- It is missing information requested on the claim form, for example: serial number of the new product(s) purchased; and/or
- It fails to include proof of purchase documents with valid purchase date of HPE Product

Registering with the program
The Participant can obtain information about the Program and request a Trade-Up offer on the web site www.hpe.com/ca/tradeinadvantage.

A proof of purchase of the HPE Product must be provided to submit a valid claim request under the Program. If the proof of purchase is not provided within 90 days of submitting the claim request, the request will be cancelled.

Trade-Up Agreement

The Participant can claim the Trade-Up value via the program website. By accepting the Trade-Up agreement, the Participant warrants that all Returned Product(s) and have been owned by the Participant for at least 6 months, and been used by the Participant.

The Participant also warrants that:

i. it holds legal title to the Returned Products, free of any liens or security interests; and

ii. that it has the legal right to transfer the Returned Products to HPE free of any restrictions or encumbrances, including third-party software which may not be transferred or for which royalties are due.

The Participant shall indemnify HPE from all claims or losses sustained by HPE as a result of any breach of this warranty.

The Trade-Up Agreement between HPE and the Participant is executed through the acceptance of the terms and conditions in course of the registration process on the Program web page www.hpe.com/ca/tradeinadvantage.

Trade-Up submissions that contain false statements cannot be processed. HPE reserves the right to delay payment, and / or review all requests that require investigation due to suspicious activity.

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

In the event of false, erroneous claims submitted by the Participant, or overpayments made by HPE, and subject to HPE serving not less than 30 days prior written notice, the Participant shall repay or reimburse HPE for any such false, erroneous claims, or overpayments, and the Participant shall hold HPE harmless and indemnify HPE from any liability, claims, damages and tax liabilities arising 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 or otherwise obstructs the Participant from participating in the Program.

To the full extent permitted by applicable law, HPE shall not be liable for any loss, damage or injury of any nature howsoever caused to Participants pursuant to this Program.

HPE reserves the right to amend the terms and conditions 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.

Once the Trade-Up request is submitted, a confirmation email with the request number will be sent to the Participant with instructions on the next steps of the process. This email should be printed out and a record saved. The request number must be referenced on all further communication relating to this Program.

In addition to the invoice for the HPE Product, HPE reserves the right to request from the customer further evidence of purchase and/or ownership (e.g. photo of the serial number label, barcodes, etc.)

The Trade-Up values as indicated on the Program website only apply for Returned Products that are operational. Returned Product(s) must be returned complete, in good working condition and with all original accessories.

Terms and Requirements for the Returned Products

The Returned products number, model number, and its configuration must match what was provided according to the program instructions. If they do not match, HPE reserves the right to return the Returned products, if possible. If the product is returned, the Participant will be responsible for any and all associated shipping costs.

All Returned Products are subject to inspection and acceptance by HPE upon receipt and prior to issuance of any cash back allowance. If Returned Products are not delivered to HPE within the timeframe as set forth above, or are not delivered to HPE "complete" and in good working condition, HPE reserves the right to return the Returned Products, if possible. If the product is returned, the Participant will be responsible for any and all associated shipping.

The Participant is responsible for removing all data, including without limitation, any personally identifiable information or protected healthcare information, from all Returned Products before shipping to HPE under this Program. By sending any Returned Products to HPE, the Participant agrees to release HPE from any claim as to the data stored in such product, or in any media or data storage device included with such product that you send to HPE, and for the security, integrity, confidentiality, disclosure or use of any such data. HPE will not be responsible for securing, protecting, keeping secret or otherwise managing any form of data or information that is stored on or otherwise contained in any product that the Participant sends to HPE or an HPE service provider (including any computer hard drive, ROM, CD-ROM, disk or other storage media of any form).

HPE is not authorized to receive products that are classified as hazardous waste or shipped with a hazardous waste shipping document (e.g. Uniform Hazardous Waste Manifest in Canada - Français)

This program is not intended for any Returned Products that is or has become a contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new equipment or otherwise associated with normal office or household environments. Products that may be contaminated must be decontaminated prior to their delivery to HPE.

The following items are UNACCEPTABLE and SHALL NOT BE INCLUDED IN SHIPMENTS TO HPE:

- Loose batteries
- Loose lamps
- Loose mercury relays
- Chemicals of any type
- Any broken CRT glass

ANY PRODUCTS, ITEMS, OR MATERIALS OTHER THAN THOSE SPECIFICALLY LISTED AS AN Trade-Up PRODUCTS ON THE Program WEBSITE www.hpe.com/ca/tradeinadvantage.

Logistics
The Returned Products must be located and returned to HPE in Canada - Français.

The Participant is responsible for the de-installation of the Returned Products and must properly prepare the Returned Products for shipment. The cost for shipping and recycling, if applicable, of any conforming Returned Products that are returned in accordance with the terms and conditions of this Program will be borne by HPE. HPE reserves the right to charge Participant for any transportation costs it occurs in connection with the delivery of any nonconforming products under this Program or for Participant’s failure to comply with the Program terms and conditions.

To avoid damages and /or delays during transportation and processing of the Returned Products, the Participant must adhere to the instructions below:

The Returned Products must be placed in an area where the carrier can prepare the equipment for shipment and located on the ground floor. The carrier will bring the appropriate packing material to transfer the Returned Products.

The shipping label provided with the registration must be attached to the Returned Product and should be secured with transparent shipping tape to prevent separation.

Returned Products received without the shipping label attached may not be properly processed.

Returned Products prepared for collection must be located on the ground floor. Exceptions to this must be addressed to the HPE carrier.

On the agreed date, HPE will dispatch a carrier to the address stated by the Participant in the web registration. If it is not possible for the HPE carrier to come on the agreed date, the carrier will contact the Participant to agree to a new date. If the Returned Products are not ready for pick-up on the agreed date and the HPE carrier has to come again on another day, the Participant will be charged any costs incurred by HPE for the missed pickup.

HPE will pay the Returned Products shipping costs.

Transfer of Ownership and Risk of Product Loss
Ownership and risk of loss of the Returned Product will be transferred to HPE upon acceptance of the Returned Product at the HPE designated processing center. The delivery of the Returned Product to HPE's designated processing center shall be final and effective to transfer title of such product to HPE or HPE's designated service provider free and clear of all liens and encumbrances.

Non-return of Returned Products
Returned Products must be returned to HPE to qualify. Except, as provided in section below, after collection by HPE, no Returned Product (including accessories) can be returned to the Participant. All accepted Returned Products remain the property of HPE.

Non-compliance with the Program Terms
The Returned Products must match the details provided during the registration process and be in working condition. All Returned Products are subject to inspection and acceptance by HPE upon receipt. If the Returned Products are not delivered to HPE within the timeframe set forth above, or are not delivered complete and in the stated condition, HPE reserves the right to return or recycle any non-conforming products at Participant's expense. Non-compliance with the program guidelines and requirements may result in, but is not limited to, non-eligibility for this program.

Resale or Recycling of Returned Products
HPE will either remarket or arrange for the recycling of any Returned Products received under this Program in compliance with applicable laws, in its sole discretion.

Fraudulent Claims
Participants proved to have entered fraudulent claims will be excluded. HPE reserves the right to take legal action with respect to any such fraudulent claim.

New HPE Product Returned
If an HPE Product is returned (thus revoking the sales contract) no claim may be made for the Trade-Up value associated with that HPE Product. If the Trade-Up value has already been paid, it must be fully paid back to HPE by the Participant.

THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH DELAWARE LAW, AND NO CONFLICT OF LAWS PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. BY ACCEPTING THE TERMS AND CONDITIONS, YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THESE TERMS AND

Hewlett Packard Enterprise

Conditions générales

CONDITIONS WILL BE FILED ONLY IN STATE OR FEDERAL COURT LOCATED IN DELAWARE AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THESE TERMS AND CONDITIONS.

Addendum 1 - Eligible HPE Products

1. HPE Primera
2. HPE Apollo r2200, 4200 et 4510 Gen10
3. HPE Alletra 5000, 6000 et 9000
4. HPE Alletra 5000 et 6000 dHCI

Les achats doivent inclure le support TS minimum recommandé.