Terms & conditions

A. HPE Buy & Try Program for Channel Partners
Within the framework of the HPE Buy & Try Program for Channel Partners the participant obtains approval to return an eligble HPE Product (see appendix A of this document) after performance evaluation to HPE without financial risk.

After HPE approval the registration is valid for a 90 days period for the the participant to order, deliver the HPE product to the end-user customer for evaluation and return to HPE in case the HPE Product doesn't fulfill the expected performance specifications against refund of the purchase price.

Participants
Only HPE Resellers are eligible to participate.

That means HPE Reseller registers to the program and receives the refund, in case the HPE Product gets returned.

HPE Resellers do not register on behalf of the End-User Customer

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

Products
The eligible products can be found in Appendix A of this document and 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.

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 Estonia.

The participation agreement between HPE and the Participant is achieved through the acceptance of the terms and conditions in course of the registration process on the Program web page www.hpe.com/ee/partner-buyandtry.

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

When applicable, the Participant must supply the OPG number or alternatively the HPE Offer ID and the approximate order value in course of the registration process, as well as the purpose for the product evaluation.

HPE only accepts complete and undamaged returns in original packaging. No refund is made without the original packaging. The HPE Product must be returned complete and undamaged in the original packaging and with all original accessories included at time of purchase of the HPE Product (such as, but not limited to, manuals, network adapters, DVDs, cables, power supplies, monitors, key boards, mice, graphic cards, etc).

HPE reserves the right to lower the refund in case of damaged or incomplete products.

The purchase price listed on the invoice will be paid, but no more than the non binding HPE recommended price at the time of sale. HPE will only pay this amount. Other hardware, software and services are excluded from the reimbursement. Other costs are not reimbursed by and cannot be claimed from HPE.

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.

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

HPE Product(s) for return must be located within the country the Participant registered to the Program.

Applications for collection of HPE Products from offshore locations cannot be accepted.

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

The delivery of the HPE 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 HPE Product(s) defined in the web registration under the program must be handed over to HPE to qualify. After receipt in HPE's test center. No HPE Product(s) (including accessories) can be returned again to the participant. These HPE Product(s) remain the property of HPE.

The HPE 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 between the stated and actually received HPE Product when the refund value is less.

C. Program Steps and Timing

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

Registrations must be submitted online, before the actual purchase of the HPE Product. HPE reviews and confirms the application to participate.

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

The application to return the HPE Product must be made within 90 calendar days after the date of registration approval.

The proof of purchase must contain the following information:

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

The mandatory proof of purchase documents must be uploaded during completion of the return request at www.hpe.com/ee/partner-buyandtry.

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 HPE Products. If HPE Products are to collect at different locations, or there are multiple collections at different dates, the claim must be splitted in corresponding batches. Please contact buyandtry@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.

The shipping label provided with the claim confirmation 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 an HPE 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 90 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 HPE Product in the Test Center.

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

Invoicing for reimbursement
(This Program requires the acceptance of a self billing invoice by customer. To ensure consistent and valid invoicing HPE creates a proposed self billing invoice on behalf of the Participant and sends it to the Participant for acceptance. Once the proposed 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 proposed 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: buyandtry@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 confirms 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.

Hewlett Packard Enterprise

Terms & conditions

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.

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

Qualifying HPE Products
HPE ProLiant DL160 Gen10
HPE ProLiant DL180 Gen10
HPE ProLiant DL320 Gen11
HPE ProLiant DL325 Gen10
HPE ProLiant DL325 Gen10+
HPE ProLiant DL325 Gen11
HPE ProLiant DL345 Gen10+
HPE ProLiant DL345 Gen11
HPE ProLiant DL360 Gen10
HPE ProLiant DL360 Gen10+
HPE ProLiant DL360 Gen11
HPE ProLiant DL365 Gen10+
HPE ProLiant DL365 Gen11
HPE ProLiant DL380 Gen10

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HPE ProLiant DL385 Gen10
HPE ProLiant DL385 Gen10+
HPE ProLiant DL385 Gen11
HPE ProLiant DL560 Gen10
HPE ProLiant DL560 Gen11
HPE ProLiant DL580 Gen10
HPE ProLiant ML110 Gen11
HPE ProLiant ML110 Gen10
HPE ProLiant ML350 Gen10
HPE ProLiant ML350 Gen11
HPE ProLiant DX320 Gen11
HPE ProLiant DX325 Gen11
HPE ProLiant DX365 Gen11
HPE ProLiant DX360 Gen11
HPE ProLiant DX380 Gen11
HPE ProLiant DX385 Gen11
HPE ProLiant RL300 Gen11
HPE Synergy
Graphics Options