

## **A. HPE ProLiant Servers Incentive for Disposal Program**

Within the framework of the HPE ProLiant Servers Incentive for Disposal Program ("**Program**") End-User Customers can replace their used IT products against the purchase of an eligible HPE Product "**HPE Products**" (see [Program startpage](#)) or the use of such products under an HPE GreenLake Contract.

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

The refund value though, only ensues if the equipment the participant wants to replace 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 Products, and replace products of the same category type as the HPE Product to qualify.

The quantity of HPE Products and Return Products must be equal.

## **Participants**

The person or company receiving the 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 (in case the Actor is the Participant) which results in an equivalent amount.

## **Products**

The Program is valid in respect of HPE Products sold 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).

This does not apply for HPE Products used by the Participant under an HPE GreenLake contract, but provided the end-customer is the Participant with the Program.

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

The list of eligible products can be found on the [Program startpage](#).

## **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 Malta.

By completing the request 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.

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

### **If the Actor is Participant**

A Transfer of Ownership document (available under [https://promotions.ext.hpe.com/Docs/HPE\\_transfer\\_of\\_ownership\\_en.pdf](https://promotions.ext.hpe.com/Docs/HPE_transfer_of_ownership_en.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 Products, the Return Products 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 Products to Recycling.
- B. The Participant warrants that the Return Products 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 in the Return Products, the Return Products 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 Products to Recycling.
- B. The Participant warrants that the Return Products are free of any restrictions or encumbrances, including third party software which may not be transferred or for which royalties are due.

The refund amounts as indicated by HPE only apply for Return Products that are handed over complete, in working condition and with all accessories belonging to it.

The [Packing Instructions](#) 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 Products must not be contaminated with biological, chemical or radioactive materials.

To carry out the collection and transfer to the recycling facility, the Return Products must be located within the country the Participant registered to the Program.

Requests for collection from offshore locations cannot be accepted.

The ownership of the Return Product will reside with the Participant upon hand over of the Return Product to the designated recycling facility.

The Return Products defined in the application must be handed over for disposal. After receipt, no Return Products (including accessories) can be returned again to the participant.

The Return Products must match the details provided with the request. If they do not match, HPE reserves the right not to pay any refund value 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.

HPE warrants environmentally friendly recycling of Return Products by an HPE qualified Recycling Partner. The Return Product may not remain within the country where it was collected.

## **C. Program Steps and Timing**

The Participant can register, obtain information about the program and request a offer on the [Program startpage](#).

A request for collection must be submitted online, within 30 days after date of purchase. The date of the proof of purchase shall be considered as the date of purchase.

A proof of purchase is required to complete the request.

For a regular product purchase and if not specified differently this would be the end-customer invoice, for a HPE GreenLake contract, the cover sheet of the service contract is considered the equivalent.

The proof of purchase 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 purchase documents must be uploaded during completion of the request procedure.

When the Actor is Participant in addition the purchase invoice for the HPE Products and the completed Transfer of Ownership document (available under [https://promotions.ext.hpe.com/Docs/HPE\\_transfer\\_of\\_ownership\\_en.pdf](https://promotions.ext.hpe.com/Docs/HPE_transfer_of_ownership_en.pdf)), indicating all Return Products subject to the claim, signed by the End-User customer is required.

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 raised by date and/or collection site. Please contact [trade-in@tps.mail.hpe.com](mailto:trade-in@tps.mail.hpe.com) for support in such cases.

On the agreed date, HPE will dispatch a carrier to the address the Participant advised in the request. 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 [Packing Instructions](#) 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 request 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.

The period between acceptance of the request and the readiness for collection of the Return Products must not exceed 30 calendar days.

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

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

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

The approved refund amount is exclusive VAT.

Where applicable, HPE will add local VAT to the final payment amount.

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

For questions regarding the program or the status of your claim, please email: [trade-in@tpps.mail.hpe.com](mailto:trade-in@tpps.mail.hpe.com).

Alternatively, for claim status lookup, please check the URL available with the confirmation email.

## **D. Other Terms**

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 the Program or terminate the Program at any time without notice.

The payment will be made upon HPE's satisfaction that the Participant has fully complied with the 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.



# Terms & conditions

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. In case refund has already been paid, it must be paid back in full.