Terms & conditions

A. Lose your storage Blues
Within the framework of the Lose your storage Blues ("**Program**") End-User Customers can trade-in 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 returned to HPE, are referred as "**Trade-In Products**".

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 like-for-like product trade-in only. The participant must purchase eligible HPE Products, and trade-in products of the same category type as the HPE Product to qualify.

Participation in the program is consisting of 4 key steps.

- The seller (“**Actor**”) applies to participate before purchase of the HPE Products.
- The review and approval of the application by HPE, and when the registration has been approved, the new products had been delivered,
- the Trade-In request can be finalized by the person or company receiving the Trade-In refund ("**Participant**").
- Collection of the Trade-In Products, final verification against the claim data and payment release by HPE.

Participants
Only HPE or HPE Resellers are allowed to initiate applications for this Program.

The person or company registering to the Program is hereafter referred to as "**Actor**".

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

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

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The list of eligible products can be found on the Program startpage.

Promoter (referred to herein as "HPE"):

Hewlett-Packard Nederland B.V.
Stroombaan 16
1181 VX Amstelveen
Netherland

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 Netherlands.

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.

The Actor must provide an active HPE Deal ID or HPE Offer ID with the application to participate in order to support the review and approval of the application.

The calculated refund amount is not guaranteed if any special pricing conditions apply to a deal. In such case HPE may need to amend the offer depending on other pricing agreements.

If the Actor is Participant
A Transfer of Ownership document (available under 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 trade-in agreement, the participant warrants to hold legal title to the Trade-In Products, the Trade-In 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 Trade-In Products to HPE.
B. The Participant warrants that the Trade-in 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 trade-in agreement, the Participant warrants to hold legal title in the Trade-In Products, the Trade-In 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 Trade-in Products to HPE.
B. The Participant warrants that the Trade-in Products 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.

The Packing Instructions 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 Products returned to HPE must not be contaminated with biological, chemical or radioactive materials.

To carry out the collection and transfer to the clearing center, the Trade-In 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 Trade-In Products will be transferred to HPE upon handover of the product to the designated HPE Test Center.

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

The Trade-In Products must match the details provided during the application 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 Products. The Trade-In Products 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

The Actor or the Participant can obtain information about the program, calculate a non-binding offer and apply for participation at the Program startpage.

Applications must be raised before purchase, and remain valid for 90 days.

The expiration date of an application is printed on the approval confirmation mail.

A trade-in request must be submitted online, within the validity period of the application and latest 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.

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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), indicating all Trade-In 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 Trade-In Products. If Trade-In Products are to collect at different locations, or there are multiple collections at different dates, the trade-in claim must be separated in corresponding batches. 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 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 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 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 Trade-In Products must not exceed 90 calendar days.

The trade-in amount 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 in the test center.

If a Trade-In Product other than that stated in the request has been returned to the test 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.

Invoicing for reimbursement
To ensure a consistent and correct invoicing of the trade-in value, HPE creates a self billing invoice on behalf of the Participant.
This invoice is sent to the Participant attached to an e-mail.

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. 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.

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.