

A. Program Definition

Within the framework of the HPE Aruba Networking Trade-In Program ("**Program**") the purchase of new HPE products in combination with the return of old customer HW equipment is rewarded.

The program operates in two ways:

1. HPE customers who purchase new HPE Aruba Networking products through HPE or HPE authorized resellers and trade in their old IT equipment (referred to as "**Standard Trade-In**") (see section B)
2. HPE customers who purchase a managed service from an HPE Aruba Networking Managed Service Provider ("**HPE Aruba Networking MSP**") and trade in their old IT equipment (referred to as "**MSP Trade-In**") (see section C)

The conditions that apply specifically to each the Standard Trade-In and MSP Trade-In are provided in section B and C, followed by the conditions that apply to both ways of the program in section D.

B. Standard Trade-In Participants

Only HPE or HPE resellers are allowed to initiate registrations for this Program within the HPE web portals.

The owner of the HPE products and Trade-In Products is hereafter referred to as "**End-User Customer**".

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

The Actor determines the beneficiary of the trade-in allowance payment, either the reseller or the End-User Customer who purchased HPE Aruba Networking products and returns the Trade-In Products against it.

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

If the reseller is Participant

A Transfer of Ownership document ("**Transfer of Ownership**") (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.

The Participant warrants that all equipment returned under the Program, defined as eligible Trade-In Products has been owned by the End-User Customer for at least six months and has been used in the End-User Customer's business during the past six months. Said Trade-In Products or the sale and shipment of said Trade-In Products must not violate any applicable laws, statutes, ordinances or regulations, including export laws. The Participant is responsible for complying with any and all such laws. Any Trade-In Products the Participant seeks to sell back to HPE: (1) shall not infringe on third-party intellectual property rights (including copyright, trademarks, patent, trade secrets or other proprietary rights; (2) shall not be counterfeit, stolen, or fraudulent. Notwithstanding any limitations, Participant shall fully indemnify HPE if you are in breach of aforementioned obligations.

If the End-User Customer is Participant

The Participant warrants that all equipment returned under the Program, defined as eligible Trade-In Products has been owned by the End-User Customer for at least six months and has been used in the End-User Customer's business during the past six months. Said Trade-In Products or the sale and shipment of said Trade-In Products must not violate any applicable laws, statutes, ordinances or regulations, including export laws. The Participant is responsible for complying with any and all such laws. Any Trade-In Products the Participant seeks to return: (1) shall not infringe on third-party intellectual property rights (including copyright, trademarks, patent, trade secrets or other proprietary rights; (2) shall not be counterfeit, stolen, or fraudulent. Notwithstanding any limitations, Participant shall fully indemnify HPE if you are in breach of aforementioned obligations.

Products

The eligible products provided to the End-User Customer are referred to 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 to as **"Trade-In Products"**.

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

The trade-in value only ensues if the equipment the Participant wants to trade in is directly and verifiably connected to the purchase of HPE Aruba Networking products.

This is a like-for-like product trade-in only. The Participant must purchase eligible HPE Product(s), and trade-in product(s) of the same category type as the HPE Product to qualify.

The Program is valid in respect of HPE Products sold by either directly HPE or an HPE authorized reseller to the End-User Customer.

The Program is not valid if the HPE Products are not owned by the End-User Customer (for instance if the HPE Products are leased by the Participant).

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

Participation in the program is consisting of 7 key steps:

1. If applicable, the signing of the Transfer of Ownership between the End-User Customer and the Actor
2. The registration, to be completed by the Actor
3. The review and approval by HPE
4. The purchase of new HPE Products, to be completed by the Participant
5. The finalization of the trade-in claim upon the delivery of the new products by the Actor
6. The pickup and check of the Trade-In Products, to be completed by HPE
7. The receival of the trade-in refund by the Participant

The Participant can register, obtain information about the Program and request a trade-in offer on the [program start page](#).

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

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

The invoice must at least contain the following information:

- ┆ Name and address of the End-User Customer Name and
- ┆ Address of the HPE reseller, in accordance with the letterhead
- ┆ Model and serial number of the HPE Product.

If the HPE reseller 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.

C. MSP Trade-In

Participants

Only HPE or HPE Aruba Networking MSP are allowed to initiate registrations for this Program within the HPE web portals.

The company who purchases a managed service of an HPE Aruba Networking MSP and is the owner of the Trade-In Products is hereafter referred to as "**End-User Customer**".

The company who is part of the HPE Aruba Networking Managed Services CoE and acts as HPE Aruba Networking MSP hereafter referred to as "**Participant**".

The Participant is in the position of registering for the Program and receiving the trade-in allowance payment.

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.

The Participant warrants that all equipment returned under the Program, defined as eligible Trade-In Products has been owned by the End-User Customer for at least six months and has been used in the End-User Customer's business during the past six months. Said Trade-In Products or the sale and shipment of said Trade-In Products must not violate any applicable laws, statutes, ordinances or regulations, including export laws. The Participant is responsible for complying with any and all such laws. Any Trade-In Products the Participant seeks to sell back to HPE: (1) shall not infringe on third-party intellectual property rights (including copyright, trademarks, patent, trade secrets or other proprietary rights; (2) shall not be counterfeit, stolen, or fraudulent. Notwithstanding any limitations, Participant shall fully indemnify HPE if you are in breach of aforementioned obligations.

Products

This Program applies indistinctly to purchases of eligible HPE Aruba Networking Products ("**HPE Products**") by the HPE Aruba MSP made directly with HPE or indirectly with HPE resellers.

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 list of Eligible Products ("Eligible Products") can be found here: [Eligible Products](#)

The HPE Products are owned by the HPE Aruba Networking MSP and can be offered as managed service to the End-User Customer.

The Program can't be applied if the HPE Products are not owned by the HPE Aruba Networking MSP.

HPE Aruba Networking MSP are not allowed to use the MSP OPG catalogue but must use the project pricing.

The used products which are returned to HPE are referred to as "**Trade-In Products**".

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

The trade-in value only ensues if the equipment the Participant wants to trade in is directly and verifiably connected to the purchase of a new HPE Aruba Networking product.

This is a like-for-like product trade-in only, i.e. the Participant must purchase eligible HPE Product(s), and trade-in product(s) of the same category type as the HPE Product to qualify.

Participation in the program is consisting of 7 key steps:

1. The signing of the Transfer of Ownership between the End-User Customer and the HPE Aruba Networking MSP
2. The registration, to be completed by the Participant
3. The review and approval by HPE
4. The purchase of new HPE Products, to be completed by the Participant
5. The finalization of the trade-in claim upon the delivery of the new products, to be completed by the Participant
6. The pickup and check of the Trade-In Products, to be completed by HPE
7. The receipt of the trade-in refund by the Participant

It is in the responsibility of the HPE Aruba Networking MSP to further sell the managed services based on HPE Aruba products and solutions to the End-User Customer.

The Participant can register, obtain information about the Program and request a trade-in offer on the [program start page](#).

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

The date of the first invoice from HPE to the HPE Aruba Networking MSP shall be considered as the date of sale.

The invoice must at least contain the following information:

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

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 from the Participant.

D. General Conditions (for both Standard Trade-In and MSP Trade-In)

Trade-In Rules and Requirements

The Program is valid in Sweden.

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 start page](#).

HPE, at its sole discretion, reserves the rights to reject the request for trade-in, or alternatively offer a different value for the Trade-In Products based on the review of the total transaction.

By completing the request process the Participant confirms acceptance of these terms and conditions.

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 total amount of trade-in refunds paid to a Participant within one month may not exceed 46.225,00 SEK. In circumstances when the monthly total of claimed Trade-In value is higher than 46.225,00 SEK/month, the Participant needs to get in touch with an HPE sales representative to obtain approval.

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.

The Trade-In Products for return must be located within the country the Participant is registered to the Program.

Applications for collection of Trade-In Products 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 registration 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 back to the Participant. These Trade-In Products 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 Trade-In Product is less.

The mandatory proof of sale documents must be uploaded during completion of the trade-in request on the [program start page](#)

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 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.

Trade-In Value Calculation

The calculation of Trade-In Value is based on points assigned to the products.

For HPE Products and Trade-In Products in the category Switching, Routing and Wireless Access Controller, points are equal to the number of functioning networking ports in each product.

For Transceivers 1 point is assigned per product, for DAC cables 2 points.

For HPE Products and Trade-In Products in the Wireless Access Points and Access Controllers categories, points refer to the quantity of products.

To attain the maximum refund for each HPE Product, the points for the corresponding Trade-In Products must be equal to or greater than the points assigned to the HPE Product.

Trade-in Products with points greater than the points assigned to corresponding HPE Product(s) will be accepted for being traded in. However, no payment will exceed the maximum Trade-In amount assigned to the corresponding HPE Products.

Trade-in Products that qualify for fewer points than are assigned to the corresponding HPE Product(s) will qualify for a pro rata trade-in amount.

When applicable in the Standard Trade-In, the Actor must supply the OPG number or the discount rate of the special pricing conditions granted for the HPE Product purchase against which the trade-in is being requested.

Promoter (referred to herein as 'HPE'):

Hewlett-Packard Sverige AB
SLÅTTERVÄGEN 20
168 85 Stockholm
Sweden

Paying Entity:

Hewlett-Packard International Sarl

Route du Nant d'Avril 150
CH-1217 Meyrin/Geneva
Switzerland

Invoicing for reimbursement

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.

E. Other Terms

These terms and conditions govern the Program and form an annex to your HPE Partner Agreement. In the event of any conflict between this annex and your HPE Partner Agreement, the Annex will prevail regarding any subject matter of the Program. Capitalized terms not otherwise defined in the Annex are defined in the HPE Partner Agreement. You acknowledge and agree that by completing the registration process, your participation in the Program constitutes acceptance of, and is governed by, this Annex and your Partner Agreement.

HPE reserves the right to disqualify incomplete, altered or illegible claims.

Terms & conditions

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.

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 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 trade-in value. In case trade-in value has already been paid, it must be paid back in full.

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