Terms & Conditions

Program overview
HPE Trade-Up is aprogram provided to Hewlett Packard Enterprise (HPE) customers purchasing through Value Added Reseller partners.

If you have any questions, please contact customer service. HPE may amend this site at any time by posting the amended terms on this site. Terms are effective immediately upon posting.

The money distributed to the user for the Trade-Up ("Cash Back") may be referred to in individual Program documents variously as a "refund," "rebate," "Trade-Up allowance," "cash back," or other similar phrase.

Trade-Up proof-of-ownership requirements
By agreeing to these Program terms and conditions, you warrant that all equipment returned under Trade-Up program, hence to referenced as “Returned Product” has been owned by the end-user for at least one year and has been used in the end-user's business in the previous year. Such equipment or the sale and shipment of such equipment must not violate any applicable laws, statutes, ordinances or regulations, including export laws. You are responsible for complying with any and all such laws. Any equipment you seek to sell using HPE services: (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.

Program rules and requirements

1. HPE Compute Trade-Up Program (‘the Program’) is available to United States customers (transacting with HPE authorized resellers) buying new HPE eligible products replacing old HPE or competitor product. HPE GreenLake IaaS (Classic SOW) solutions are not eligible for Trade-Up rebates. HPE authorized resellers may file a claim, but it must be on behalf of their end-user and will require a signed Transfer of Ownership document to be included with the claim information. This document can be uploaded either within the application or with the claim process, along with the purchase invoice.

2. Hewlett Packard Enterprise Company reserve the right to alter or withdraw this Program at any time.

3. A quantity of one (1) Returned Product server is permitted for every one (1) eligible new server purchase.

4. The following new purchased products are NOT eligible in the Program and, therefore, will not be used in the calculation of Trade-Up amounts

    1. Evaluation, Demo or used/excess/refurbished products

    2. Consumable supplies

    3. Line-item software

    4. Services

5. 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.

6. Non-compliance with the Program guidelines and requirements may result in, but is not limited to, non-eligibility for the Program.

7. Maximum thresholds apply.
   Under this program a maximum return quantity of up to
   100 HPE branded servers, or
   40 non-HPE servers is accepted.
   With the Synergy Trade-Up offer the maximum refund per claim is $40,000.

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

Returned Product proof-of-ownership
All Returned Product must have been originally purchased and currently located in theUnited States. The Customer must represent that it holds free and clear title to the equipment. The Customer must have used the server for its own business purposes and be the original warranty holder and not a leasing company, brokerage house or agent thereof.

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 Product 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 (if not purchased from HPE), 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 returned product under Trade-Up Equipment email which contains an Excel file. Please complete the Excel file with information around the pickup of your Trade-Up 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 Product unit(s) must take place within 90 days of the Purchaser Order.

l. Once the Returned Product 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 (not individual consumers), 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 Trade-Up 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.

Trade-Up pickup and delivery

1. The customer is required to prepare the Returned Product for shipment. This includes securing the returned equipment either in boxes or on pallets (as directed by Trade-Up Headquarters) for pick-up at a loading dock by our designated delivery carrier. The customer must complete de-installation of the used equipment.

2. You agree to remove all data from your current product before shipping it. You are responsible for removing all data, including without limitation, any personally identifiable information or protected healthcare information, from your current product before shipping it. By sending HPE your product, you agree to release HPE from any claim as to the data stored in such product, or in any media or data storage device included with any product that you send to HPE, and for the security, integrity, confidentiality, disclosure or use of any such data. HPE and 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 you send to HPE (including any computer hard drive, ROM, CD-ROM, disk or other storage media of any form).

3. HPE will pay the Returned Product shipping costs - subject to 1 above (quantity limits may apply).

4. The Returned Product must be located in United States

5. Partial returns invalidate the quoted Trade-Up cash back amount. HPE will not be required to honor quoted Trade-Up cash back amounts on equipment that is returned beyond the date specified on the Trade-Up Agreement.

Receipt and validation of Returned Product by HPE

1. **HPE shall not be responsible for the loss, safekeeping, or maintenance in confidence of any data resident on the Returned Product.**

2. The Returned Product serial number, model number, its configuration and condition must match what was provided to HPE according to the Trade-Up Program instructions. If they do not match, HPE reserves the right to recalculate the Trade-Up cash back quote value or return the Returned product, if possible. If the product is returned, the Cash Back Designee will be responsible for any and all associated shipping costs.

3. **The Returned Product must be complete and in good working condition.** "Complete" means that the Returned Product will include, at a minimum, all hardware, software and component parts and copies of all applicable license(s) needed for the Returned Product to execute a POST (Power On Self Test). "Good working condition" means that, at a minimum, all parts of the Returned Produc will operate in accordance with their specifications.

4. Upon receipt and prior to issuance of any cash back, all Returned Product are subject to inspection and acceptance by HPE per sections (2) and (3). If Returned Product are not delivered to HPE within the timeframe as set forth above, or are not delivered to HPE "Complete" (defined as including all components as listed in the Trade-Up Agreement) and in "good working condition" (defined as successfully booting and executing a POST – power-on self-test), HPE reserves the right to recalculate the Trade-Up cash back value or return the Returned Product to the customer, if possible. If the product is returned to the customer, the Cash Back Designee will be responsible for any and all associated shipping costs.

5. The end-user and HPE authorized reseller (if the reseller is the Cash Back Designee) each warrants that the Returned Product are free of any liens or encumbrances, including third-party software which may not be transferred or for which royalties are due. The end-user and HPE authorized reseller each shall indemnify HPE from all claims or losses sustained by HPE as a result of any breach of this warranty.

6. Risk of loss for the Returned Product shall remain with the end-user or HPE authorized reseller (as determined between end-user and HPE authorized reseller) until delivery of the same to HPE's designated carrier.

7. The delivery of the Returned Product to HPE's carrier shall be final and effective to transfer title of such products to HPE free and clear of all liens and other encumbrances. No Returned Product or any part thereof will be returned to the customer.

8. Title of the Returned Product passes at the earlier of either the Cash Back Designee receiving the Trade-Up cash back or HPE's carrier has picked up the Returned product.

Transmission errors
HPE makes every effort to ensure the accuracy of all information that you receive in relation to your Returned Product. In the event of typographical errors, technical inaccuracies, or product pricing errors or omissions, HPE reserves the right to correct the error within seven calendar days of the trade. If HPE corrects the error, HPE will provide you with the following options: (1) to proceed with the transaction based on the corrected information; or (2) to cancel your transaction, in which case HPE will promptly send the Returned Product back (if possible) or replace it with like product (i.e., similar make, model and condition).

Fraudulent claims
Submitting false claims for Program benefits will disqualify end-user's or HPE authorized reseller's claim, make end-user or HPE authorized reseller ineligible for future participation in HPE Programs, and may subject end-user or HPE authorized reseller to civil liability or criminal prosecution.

Program changes or termination
This Program is subject to change or termination at any time, without notice, by Hewlett Packard Enterprise Company. All Trade-Up transactions are subject to the approval of Hewlett Packard Enterprise.

These terms and conditions are governed by and construed in accordance with United States law, and no conflict of laws provisions of any jurisdiction will apply to these terms and conditions. By agreeing to these terms and conditions, you agree that any action at law or in equity arising out of or relating to these terms and conditions will be filed only in state or federal court located in United States 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.

List of Qualified HPE Products for Purchase under the program:

Qualifying HPE Products
HPE ProLiant DL20 Gen 10+

HPE ProLiant DL20 Gen 10+ & Compute Ops Manager
HPE ProLiant DL1xx Gen10+
HPE ProLiant DL1xx Gen11
HPE ProLiant DL1xx Gen10+ & Compute Ops Manager
HPE ProLiant DL3xx Gen10+
HPE ProLiant DL3xx Gen11
HPE ProLiant DL3xx Gen10+ & Compute Ops Manager
HPE ProLiant DL5xx Gen10+
HPE ProLiant DL5xx Gen11
HPE ProLiant DL5xx Gen10+ & Compute Ops Manager
HPE ProLiant DX3xx Gen10+
HPE ProLiant DX3xx Gen11
HPE ProLiant DX3xx Gen10+ & Compute Ops Manager
HPE ProLiant DX5xx Gen10
HPE ProLiant DX5xx Gen10 & Compute Ops Manager
HPE ProLiant DX 4200
HPE ProLiant ML30 Gen10+
HPE ProLiant ML30 Gen10+ & Compute Ops Manager
HPE ProLiant ML110 Gen10
HPE ProLiant ML110 Gen11
HPE ProLiant ML110 Gen10 & Compute Ops Manager
HPE ProLiant ML350 Gen10
HPE ProLiant ML350 Gen11
HPE ProLiant ML350 Gen10 & Compute Ops Manager
HPE ProLiant RL300 Gen 11
HPE Synergy 480 Gen10 Compute Mod
HPE Synergy 480 Gen11 Compute Mod
HPE Synergy Frame

Replacement Eligible Product List
HPE Products
HPE ProLiant Tower Servers
HPE ProLiant Rack Servers
HPE Blade Servers & Racks
Apollo 2000 Gen9
Apollo 2000 Gen10
Apollo 6000 Gen10
Apollo 6500 Gen9
Apollo 6500 Gen10
Apollo SX400 4x SMX GPU System
Apollo 8000

HPE SGI 8600 System
HPE Apollo 70
HPE Apollo 35
Competitor Products
Dell Compute Servers
Lenovo Compute Servers
Supermicro Compute Servers
Cisco Compute Servers
Cisco Blade Servers