

HP Disk Array XP Trade-In Terms & Condition

1. HP Trade-In programme structure

Within the framework of the Trade-In programme, HP pays an appropriate rebate for second-hand products that can be partly exchanged and refunded at the purchase of a new Disk Array XP. The rebate, though, only ensues if the equipment the customer wants to trade-in is directly and verifiably connected to the purchase of one of a new HP Disk Array XP system. (Please note that only new HP Disk Array XP Systems are allowed to take part in the Trade-In programme. Demo products as well as remarketing systems are excluded from the programme.)

Applications for restitution in the Trade-In programme for the new HP Disk Array XP must be submitted no later than 90 days after the date of invoice.

The period of the promotion and the new HP products subject to the promotion are named on the web site. HP retains the right to change or terminate this campaign at any time and without prior notice.

2. Product / Price definition

The quoted prices are valid for complete, undamaged products in working condition.

Final payment will be determined by the actual number, configuration and quality of the units received by HP.

The payment will be done exclusively to end customer's bank account.

The following systems from HP (including former Compaq systems), Dell, EMC, Hitachi Data Systems, IBM, Network Appliance and Sun are eligible for the Trade-In program:

Compaq HSG80 based and MA8000, ESA12000, EMA12000, EMA16000

Compaq HSZ80 (RA8000, ESA12000)

Compaq HSZ70 (RA7000, ESA10000)

Compaq HSG60

Compaq HSJ50/52/54

Compaq HSZ50 (RA450)

Compaq HSJ40

Compaq HSZ40 (RA410)

HP FC60 / FC10 / SC10 (A5277A/ A5277AZ)

HP 12H AutoRAID (A3700A/AD/AZ; A3714A; A5292A)

HP HASS (A3312A/ AZ; A3311A)

HP Disk Array XP 256

HP Disk Array XP 48 & 512

HP Disk Array XP128 & 1024

HP Disk Array XP 10000 & 12000

HP Virtual Array (VA) 71x0 / 74x0

HP EVA3000 / EVA5000

HP EVA4000 / 6000 / 8000

EMC Symmetrix 3000

EMC Symmetrix 5000

EMC Symmetrix 8000

EMC Clariion FC4500

EMC Clariion FC4700

EMC Clariion FC5300

EMC/Dell AX100

EMC/Dell CX3-10/ CX3-20/ CX3-40/ CX3-80

EMC/Dell CX300 / 500 / 700

Dell PowerVault (630F; 650F; 660F)

HDS Freedom Lightning 9200

HDS Freedom Lightning 9910

HDS Freedom Thunder 9200

HDS Freedom 7700E

IBM ESS Model F10, F20, 800

IBM FastT100, 200, 500, 600, 700, 900

IBM DS4000 / 6000 /8000

Sun StorEdge A5x00

Sun StorEdge 9960

Sun StorEdge 9910

Sun StorEdge T3 (3900, 6900)

Network Appliance FAS960c/FAS960

Network Appliance FAS940c/FAS940

Network Appliance FAS250
Network Appliance FAS270c/FAS270
Network Appliance F825c/F825
Network Appliance F810c/F810
NetApp FAS200 / 900 /3000 / 6000

Additional information:

- Up to 3 separate storage systems may be traded-in for a single new HP Disk Array XP24000.
- When upgrading **from XP1024 or XP12000 to XP24000** please provide as an attachment a detailed overview about following XP components: amount and product numbers of disks, cache platform boards, cache, shared memory, interface controller pairs, array controller processors (ACP), and frames.
- 1 GB/s SAN Switches can be integrated in the quotation -> please add detailed information on the trade-in form.

3. Quote validation

The quotation received from HP EMEA is valid for 60 days. If the customer agrees to the offered quote in connection with the purchase of the new HP Disk Array XP system, the customer and the HP sales representative have to sign the request form and send it back to HP Promotion Services (electronically to xp.tradein@hp.com or alternatively via Fax +49 7031 7632 111).

The quoted price is valid for products specified in the quotation and returned to the HP Receiving Center in Germany before the 'Latest unit return date' (this is the latest possible date for unit delivery to the HP Receiving Center).

HP EMEA reserves the right to make appropriate adjustments to the customer payment, should:

- The return unit NOT be available for collection within 90 days of original approval by HP EMEA, a specified percentage defined in the 'XP Trade-In request form' will be deducted from the offered quotation per month of delay.
- The return unit NOT be available for collection until the last unit return date the quotation becomes invalid and needs to be requited.
- The configuration of the unit received, NOT match the configuration or quality originally advised (see point 12).

4. Quote request / Trade-In process

- To start the Trade-In process and to receive a Trade-In quote from HP the customer needs to request a 'XP Trade-In request form' via the HP Trade-In web page: www.hp.com/eur/tradein.
- The customer (and new XP customer) has to enter the requested information on the 'XP Trade-In request form'.
 - Return unit information & configuration
 - Return unit ownership information
- The HP Sales representative has to fill in the request new XP deal information (in case that the new XP deal isn't entered in Eclipse please provide detailed deal information)
- HP Sales rep to mail or fax the completed 'XP Trade-In request form' to HP EMEA – xp.tradein@hp.com or Fax Nr.: +49 7031 7632 111

Important: Incomplete Claim Forms will be returned to the HP sales representative or end user, and must be resubmitted once complete to be approved.

e. If all information are provided by the customer and the HP sales representative then HP EMEA will provide a quote for the existing storage array to the customer.

f. If the customer agrees to the offered quote in connection with the purchase of the new HP Disk Array XP system, the customer has to sign the request form and send it back to HP EMEA.

Important: Without receipt of the signed 'XP Trade-In Request form' by HP EMEA the product return process cannot start.

g. HP EMEA will contact the customer in order to organize the collection or shipment details. HP EMEA must be provided with a collection date within 90 days from the Trade-In approval in order to for the request to be eligible.

5. Trade-In agreement

By signing the 'XP Trade-In request form', the customer confirms that he/she is the legal owner of the products given in part exchange, and that this ownership is not subject to the rights of third parties, as

for example reservation of property.

The Trade-In agreement between HP and the customer is achieved through the acceptance of the 'XP Trade-In quotation'.

6. Terms and requirements for the Trade-In programme

Trade-in prices specified by HP apply solely to fully-functioning products. Returned products must be complete (storage cabinet; disk controller; drive enclosure; disk drives; firmware/software licence*; cables; etc) and undamaged.

* Unless bound otherwise by contract between the supplier of the old storage system and the customer, the firmware or software licence need only be delivered to HP.

7. Rebate terms

The trade-in rebate is paid by HP to the customer. **Payment is made within 45 days upon invoice reception.** If the products are not ready for pick-up on the agreed date, and our carrier has to come again on another day, the customer will be charged the incurred additional cost.

Payments can only be made to a bank account within the country where the customer takes part in the Trade-In programme.

8. Collection of the return products

If for any reason the planned collection of the returned products needs to be delayed / cancelled by the customer, the customer should inform xp.tradein@hp.com minimum 48 hours before the originally agreed collection date. Failure to do this can result in sales revenue losses being charged to the customer.

The customer has to make sure the equipment to be returned can be collected on the date stated in the 'XP Trade-In request form' and that collection can be carried out on the ground floor. On the agreed date, HP will dispatch a carrier to the address stated by the customer in the 'XP Trade-In request form'. If it is not possible for our carrier to come on the agreed date, he will contact the customer to agree a new date.

The period between offer acceptance and the actual pick-up must not exceed 90 days in order to receive the agreed payment. Should the return unit not be available for collection within 90 days of original approval by HP EMEA, HP has the right to make appropriate adjustments to the customer payment as defined in the Trade-In request form (see point 3).

High performance server and storage units may require special packaging. If in doubt, please refer to the manufacturers transportation guidelines.

HP will only pick-up the equipment within the respective national boundaries. If these requirements are not complied with, additional costs can incur which, if any, are charged to the customer.

9. Non-return clause of return products

The handover of products given in part exchange to HP is obligatory. After collection, no products that are given in part exchange or accessories belonging to these are returned again to the customer.

10. Transfer of ownership and risk

The ownership of the products will be transferred to HP upon handover of the products to the carrier.

11. Returning a wrong product

If a product other than stated in the 'XP Trade-In request form' has been placed ready for pick-up by the customer, HP is entitled to charge the customer the incurred cost for the reconsignment, insofar as the mistake was not obvious for HP.

12. Non-compliance with the terms for the consignment of the trade-in products

Returned products must be complete (storage cabinet; disk controller; drive enclosure; disk drives; firmware/software licence*; cables; etc) and undamaged.

In the event that trade-in return products fail to match the specifications stipulated by the 'XP Trade-In request form', HP reserves the right to reduce the trade-in value or even cancel it outright. In case HP is cancelling the trade-in agreement and the unit has to be returned or destroyed the customer has to carry the full cost.

In addition paid-for products must:

- be returned in their entirety and be in full working condition,
 - be in good overall condition, and
 - be free from any harmful contamination (radiation, chemical or biological)
 - be free of BIOS passwords or other locking devices, which disable the use of the equipment.
- * Unless bound otherwise by contract between the supplier of the old storage system and the customer, the firmware or software licence need only be delivered to HP.

13. HP warrants environmentally friendly disposal of old devices.

14. 'XP Trade-In request forms' that are incomplete or that contain false statements cannot be processed.

15. Invoicing

HP will provide payments via Direct Bank Transfer only. Part of this process requires an invoice to be raised for each payment.

In order to facilitate this, HP International (HPIS) will perform a self-invoicing method of raising invoices compliant with EC VAT Invoicing Directive (2001/115/EC).

Below are the Terms and conditions for this self invoicing method. Please read carefully to ensure you understand them.

Self-invoicing Terms and Conditions

1. The Hewlett-Packard entity that will issue the invoices will be:

*Hewlett Packard International Sarl
150 Route du Nant d'Avril
CH 1217 Meyrin 2 Geneva
Switzerland
VAT registered: DE813162264*

Hewlett-Packard-Internal Sarl will be referred as HPIS in the document

3. HPIS agrees to:

- a. issue self invoices for all payments within the XP Trade In programme to be made by HPIS to your company;
- b. complete self invoices showing your company's name, address and VAT registration number, together with all the other details which constitute a full invoice;
- c. send you a copy of the invoice by email for your approval if there is a legal requirement to do so in the customer's country, otherwise a final invoice will be directly sent via email to customer
- d. Send the final invoice by electronic means compliant with EC VAT Invoicing Directive (2001/115/EC) (in case of legal requirement this will be sent only on receipt of the acceptance of the proposed invoice by the customer per step c)

4. The customer agrees to:

- a. provide HPIS with customer company's current VAT registration number;
- b. provide HPIS with customer company's bank account details for bank transfer payments;
- c. accept invoices raised by HPIS on customer's behalf
- d. accept invoices raised by HPIS to follow the corresponding XP Trade In programme payment reference number to ensure invoice sequentiality
- e. not issue invoices for the transactions covered by this Agreement;
- f. notify HPIS promptly of any change to:
 - i. VAT registration details;

- ii. Bank details;
 - iii. E-mail contact details;
- g. approve or reject each invoice individually via e-mail within five (5) working days of receipt of the invoice;
- h. remain fully accountable for any VAT charged or chargeable on the transactions on self-billed invoices issued by HP under this Agreement and, and indemnify HP against all tax and other liabilities whatsoever arising in respect or as a consequence of HPIS' production of self-billed invoices under this Agreement.

5. This agreement will run from the Effective Date until such time as either one of the parties (HPIS or the customer) gives the other sixty (60) days notice in writing that it intends to terminate this Agreement.

6. A failure to send a valid acceptance on the self invoice will result in the customer's claim to be rejected and invalidates customer's participation in the HP XP Trade-In Program