



# Terms & Conditions

## 1. HP Trade-In and Save program structure

Within the framework of the Trade-In and Save program, HP International Sarl (HP) pays an appropriate trade-in value for second-hand products that are returned to HP against the purchase of a new HP product that is part of the program (see web site). 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 one of the HP products named on the web site.

The Trade-In and Save program is referred in the following as "Program".

Combination with special pricing or other promotions.

This offer MAY NOT be combined with (or "stacked" with) other HP promotional offers or special pricing agreements with HP, in particular OPG pricing, which has been offered in any period.

### Participants

Only end-user customers or HP resellers acting on behalf of an end-user customer are allowed to participate in this program (see further information in paragraph 'reseller claiming on behalf of end-user customers'). That means end-user customers are receiving the trade-in value.

The person or company claiming is in the following referred as "participant".

The person or company receiving the trade-in value is in the following referred as "rebate designee".

### Products

The list of eligible printers is available on the web site of the program under the address: [www.hp.com/eur/tradein](http://www.hp.com/eur/tradein).

The eligible printers purchased are referred in the following as "Products".

The second-hand products which are returned, are referred as "Trade-in Products".

### Promotion Timing

The promotion period, the time for claiming, the new HP products included in the program and the exact trade-in values are named on the web site.

HP retains the right to change or terminate this program at any time and without prior notice.

### Logistics

The costs for transportation and all other associated costs such as taxes, customs duty and fees will be carried by HP.

### Offer requests

The participant can obtain information about the program and get a trade-in offer on the web site at [www.hp.com/eur/tradein](http://www.hp.com/eur/tradein).



# Terms & Conditions

## 2. Program rules and requirements

HP products purchased outside the EU are not authorised for participation.

The participant can claim the trade-in value only once for each new eligible HP product purchased.

The participant accepting these program terms and conditions must be the one making the trade-in claim. The trade-in value is transferred to the rebate designee as specified on the web by the participant.

The bank account details provided during registration and the bank account holder's address must match with the address on the invoice provided during registration.

Only new HP products are allowed to take part in the program. Demonstration products as well as remarketing or used products are excluded from the program.

This is a one-for-one and like-for-like product trade-in only. The rebate designee must purchase one eligible HP product, and trade-in one HP or non-HP product to qualify. The trade-in product must be of the same category type as the purchased product.

Only mainland applications are valid.

## 3. Program steps and timing

Trade-In an eligible trade-in product of any brand in working condition and purchase an eligible HP product. The qualifying products have to be purchased & invoiced from a HP authorised distributor in the UK & Ireland between 01/05/2020 and 31/10/2020. The qualifying products have to be invoiced from the reseller to the end-user between 01/05/2020 and 31/10/2020.

Applications in the program to get the trade-in value for the trade-in product must be submitted no later than 30 days after the date of purchase.

All incomplete claims will be automatically rejected. If incomplete, they must be completed and resubmitted to be processed. A claim is considered incomplete if it matches one or more of the following criteria:

- | Any missing information requested on the claim form, for example: serial number of the new product(s) purchased,
- | proof of purchase documents with valid purchase date and valid product(s).
- | Valid trade-in product(s) not shipped within the 30 days limit.

## 4. Trade-in agreement

The participant can claim the trade-in value via the program web site in the name of the rebate designee. By accepting the trade-in agreement, the participant warrants that all trade-in product(s) have been owned by the rebate designee for at least 6 months and has been used in the rebate designee 's business.

The rebate designee must warrant that they hold legal title to the trade-in product(s), free of liens or security interest, his ownership is not subject to the rights of third parties and has the legal right to transfer the trade-in product(s) to HP.

The rebate designee warrants that the trade-in product is free of any restrictions or encumbrances, including third-party software which may not be transferred or for which royalties are due.

The trade-in agreement between HP and the participant is achieved through the acceptance of the terms and conditions in the web registration.

Trade-in agreements that contain false statements cannot be processed. HP reserves the right to delay payment, and / or review all claims that require investigation due to suspicious activity.

## 5. Proof of purchase of the new HP product

The order will be cancelled if the proof of purchase is not received. The proof of purchase has to be updated with the web registration.

The proof of purchase of the new HP product must contain the following information:

- | Name and address of the end-user customer
- | Name and address of the HP reseller, in accordance with the statement on the letterhead
- | Model and serial number of the new HP product

A confirmation email with a claim number will be sent once the claim is submitted, with instructions on the next steps of the process. This email should be printed out and a record saved. The claim number must be referenced on all questions relating to this program.

In addition to the invoice for the purchased product, HP reserves the right to request from the customer further evidence of purchase and/or ownership (e.g. photo of the serial number label, barcodes,...)

## 6. Terms and requirements for the trade-in products

The trade-in values as indicated by HP only apply for trade-in products that are ready for operation. The trade-in product(s) must be returned complete, in good working condition and with all accessories belonging to it.

Before returning the product(s) to HP all data stored on the product must be deleted. After the return of the product(s) to HP, no recovery of data shall be possible. HP will not be liable for the loss of data saved on the product. HP will in no way be responsible for the risk if any undeleted data gets into the hands of a third party.

Trade-in products returned to HP must not be contaminated with biological, chemical or radioactive materials.

Printers being traded in must be capable of printing a test page. All accessories belonging to it e.g. ink and toner cartridges, must be included.

## 7. Trade-In Value terms

The trade-in value is paid by HP to the rebate designee. The payment will be made by electronic bank transfer within 45 days after receipt of the trade-in product at our test centre.

Payments can only be made within a valid bank account within the European Economic Area or Switzerland.



# Terms & Conditions

In the event of either incorrect payments made by HP (for example following a false or erroneous claim by the participant), then following not less than 28 days prior written notice from HP, the participant shall repay or reimburse any such incorrect payments. The customer agrees to hold HP free from the responsibility for any liability, claims, damages and tax liabilities that might arise in such circumstances.

## 8. Logistics

The trade-in product(s) must be located in the country the participant is claiming the trade-in value.

The participant is responsible for the de-installation of the trade-in product(s) and must properly prepare the trade-in product(s) for shipment. HP will pay for shipping (use of the HP shipping label provided is required) and recycling of eligible trade-in product(s).

To ensure receipt of the trade-in product(s) above, it is very important to package the trade-in product(s) properly according to the following packing instructions:

- | The trade-in product(s) should be packed in a sturdy cardboard box suitable for shipping.
- | The shipping label provided by HP during web registration has to be attached to the outside of the package. To secure the label, clear shipping tape has to be used. It is important to attach the HP shipping label as it will be used for processing the application and the trade-in product(s).

HP is not responsible for paying for proper packaging to ship the trade-in product(s).

The trade-in product(s) to be collected must be packed ready for shipment and needs to be packed on pallets if its weight exceeds 75 kg. The trade-in reference number must be clearly visible on the outside of the packaging. The shipping label must be attached in a way that it is easy to read and cannot be lost. The collection must be carried out from the entrance door on the ground floor.

On the agreed date, HP will dispatch a carrier to the address stated by the participant in the web registration. If it is not possible for the HP carrier to come on the agreed date, the carrier will contact the participant to agree a new date. If the trade-in product(s) are not ready for pick-up on the agreed date and the HP carrier has to come again on another day, the participant will be charged the incurred additional cost.

The period between acceptance of offer and actual pick-up of the trade-in product must not exceed 30 working days.

HP will only pick-up the trade-in product(s) within the respective national boundaries.

All ink and toner cartridges must be removed from the printer(s) prior to shipping. They may be included in the same package as the trade-in product(s), but they must be wrapped and bagged separately.

## 9. Transfer of ownership and risk

The ownership of the trade-in product will be transferred to HP upon handover of the product to the carrier.

The delivery of the trade-in product to HP's designated carrier shall be final and effective to transfer title of such product to HP's handling house free and clear of all liens and encumbrances.



# Terms & Conditions

## 10. Non-return of trade-in product(s)

Trade-in products defined in the web registration under the program must be handed over to HP to qualify. After collection, no trade-in product (including accessories) can be returned again to the participant. These goods remain the property of HP.

## 11. Returning an incorrect trade-in product

If a trade-in product other than that stated in the web registration has been placed ready for collection and / or carried to the test centre, HP is entitled to charge the rebate designee the incurred costs for the return, in so far as the mistake was not obvious for HP.

## 12. Non-compliance with the program terms

The trade-in product(s) must match the details provided during the registration process. If they do not match, HP 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 where the trade-in value of the incorrect product is less.

## 13. Disposal

HP warrants environmentally friendly disposal of trade-in products. The trade-in product is disposed within the EU and may not remain within the national boundaries within which the participant took part in the program.

## 14. Invoicing

This program requires the acceptance of a self billing invoice by the rebate designee. To ensure consistent and valid invoicing, HP creates a proposed self billing invoice on behalf of the rebate designee and sends it to the rebate designee for acceptance. Once the proposed self billing invoice is accepted by the rebate designee HP will make the respective payment and issue a final corresponding invoice.

A failure to send a valid acceptance of the proposed self billing invoice will result in the rebate designee claim being rejected and invalidates the rebate designee's participation in the program.

Should the rebate designee need to create an additional invoice for tax or accounting reasons, the rebate designee has to consider the following requirements:

- | An invoice for tax or accounting reasons can only be completed where the order number is on the invoice. HP cannot assign or process the invoice without an order number. The invoice will be balanced within automatic payment system of HP. There is no relation between the order number of HP and invoice number of participant.
- | The invoice has to be sent with the following letterhead address:

HP International Sarl  
150 Route du Nant d'Avril  
1217 Meyrin 2  
Geneva  
Switzerland  
VAT Reg.No. IE3344022JH

to the following address:



# Terms & Conditions

HP International Sarl  
c/o TechProtect GmbH  
Promotion Services  
Postfach 1242  
D-71088 Holzgerlingen  
GERMANY

## 15. Fraudulent claims

The participant / rebate designee who have abused the program will be excluded. HP reserves the right to take legal action.

## 16. Reseller claiming on behalf of end-user customers

Authorized HP resellers may submit claims on behalf of their end-user customers. Resellers may not submit claims on behalf of themselves.

The claim process is outlined below:

The Reseller must either (a) pass the full trade-in value to the end-user customer at the time of purchase of the new qualifying product or (b) provide the end-user customer contact and banking details data during the registration process so that the trade-in value can be transferred directly to the end-user customer's bank account.

- a. It must be clearly stated on the invoice that the trade-in credit has been given to the end-user customer at the time of purchase of the new qualifying product as part of the purchase price. HP reserves the right to audit claims to ensure authenticity. HP will not compensate resellers for discounts that exceed the trade-in values. Any approved trade-in value will be paid to the reseller.
- b. In order to enable the end-user customer to receive the trade-in value directly from HP, the reseller must obtain all the necessary details from the end-user customer during the registration process (i.e. personal contact data, banking details etc) and provide them promptly together with a copy of the end-user customer invoice to HP. Any approved trade-in value will be paid to the end-user customer.

Before a claim will be submitted, the reseller must inform the affected enduser customer that personal data required for the Promotion will be provided to HP and its assignees to process the HP Trade-In.

17. If a product is returned (thus revoking the sales contract) no claim may be made for trade-in value. In this case trade-in value that has already been paid must be fully paid back.