



## HP Networking Cisco Trade-in Program END USER TERMS AND CONDITIONS

### PROGRAM OVERVIEW

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The End User will receive an upfront incremental 20% savings off list price on eligible HP Networking equipment to replace end user Cisco trade-in equipment (pursuant to these Terms and Conditions for the HP Networking Cisco Trade-in Promotion [the "Promotion"]).

- The minimum deal size is \$100K list price (including Care Packs on Value products).
- The HP Networking Cisco Trade-in Promotion cannot be combined with any other offer, discount, rebate or promotion, including, without limitation, the back end public sector rebate.
- Only eligible HP Networking A-Series and E-Series products purchased to replace the end user Cisco trade-in equipment are eligible to receive an incremental 20% off list price. Only Cisco Catalyst and Nexus switches are eligible for trade-in. Ask your HP Networking Sales Representative or Authorized Reseller for a complete list of eligible products.
- Sales through non-authorized resellers are not eligible for this offer.
- Employees of Hewlett-Packard, agencies of Hewlett-Packard, their employees and families are not eligible for this promotional offer.
- This offer is valid only in the continental United States of America.
- This promotional offer is not valid on the purchase of used or leased equipment.
- HP reserves the right to decline an incremental 20% on eligible products if requested margins are not acceptable. All decisions by HP are final.
- All documentation submitted for this promotion becomes the property of HP and will not be returned.
- This offer is not transferable.

### TRADE-IN EQUIPMENT RETURN

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**HPFS will contact you to coordinate the retrieval of the trade-in hardware. The trade-in hardware must be received by HPFS within 90 days of purchase.**

#### Removing Data from Products

You agree to remove all data from the Products before turning the Products over to HPFS. HPFS will use reasonable efforts to remove any data still residing on the Products using industry standard disc wiping software and a single-pass low level format; provided, however, that HPFS 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 HPFS (including any computer hard drive, ROM, CDROM, disk or other storage media of any form). **You agree to release HPFS from any claim as to the Products, the data stored in such Products, or any information on any media used in conjunction with the Products which you send to HPFS, or for such data's security, integrity, confidentiality, disclosure or use.**

Once HPFS takes possession of your Products, HPFS will not be responsible for returning the Products and/or any data or information contained in such Products.

#### Fitness for Sale

You warrant that you have good and marketable title to the Products, free from any liens or encumbrances of any kind. The sale and shipment of the Products 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 Products you sell to HPFS: (1) shall not infringe any third-party intellectual property right (including copyright, trademarks, patent, trade secrets or other proprietary rights); (2) shall not be counterfeit, stolen, or fraudulent.

**In no event shall HPFS be responsible for loss of profits, incidental, indirect, special, exemplary or consequential damages arising under or in any way connected with this Agreement, the performance hereof, or the Products. HPFS' liability under this Agreement shall in no event exceed the purchase price of the Products.**

#### Product Condition Statement; Payment & Acceptance

Product must match the configuration information submitted to HPFS in the Trade-In Configuration Form and meet condition requirements stated below. You must accurately state the condition of your Products in any written or oral communications with HPFS or your reseller. HPFS or its authorized agent will perform an inspection upon receipt of the Products. If HPFS determines that the condition of the Products was misrepresented by you or the reseller, then HPFS reserves the right to return or recycle any non-conforming Products at your expense, and you may be required to reimburse the reseller for the trade-in discounted awarded.



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For all Products:

- All units must be complete and in good working condition
- All units are received with the stated level of technical attributes described in any customer supplied equipment list
- All units are free of significant cosmetic blemishes or damage (normal wear and tear is acceptable)
- Units do not have security devices/tags/labels (etc.) affixed to them

### Transportation

**You are responsible for de-installation and making the Product available in one centralized location. HPFS will contact you to arrange to pack and ship the Product from your location to the designated HPFS facility in the U.S. You are not responsible for shipping costs unless returned Product does not match the configuration information submitted to HPFS in the Trade-In Configuration Form and/or condition requirements as stated above are not met. Risk of loss and title will pass to HPFS upon HPFS' acceptance of the Product.**

### COMBINING WITH SPECIAL PRICING OR OTHER PROMOTIONS

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Standard discount guidelines must apply to the pricing of the purchased product. The HP Networking "A Catalyst for Change" Cisco Trade-In Promotion may not be combined or stacked with any other offer, discount, rebate or promotion, including the back end public sector rebate.

### FRAUDULENT CLAIMS

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Submitting false information regarding trade-in hardware or attempting to stack this Promotion with other rebates, promotions or discounts may subject end-user or HP authorized reseller to civil liability or criminal prosecution. If the end user Cisco trade-in equipment does not match the information submitted in the Cisco Trade-In Configuration Form, is not returned, is not in good working order, or fails to meet all product condition requirements stated above, the end user may be obligated to reimburse the Reseller for the trade-in discount provided.

### PROGRAM CHANGES OR TERMINATION

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HP reserves the right to cancel or modify this promotion, and other HP promotional programs, at HP's discretion. Hewlett-Packard reserves the right to add or delete products from the eligibility list, change program terms, adjust list pricing on products, or terminate the program at any time without notice. Modifications to the promotion may limit the ability of customers to use the promotion. If possible, HP will use reasonable efforts to provide advance notice of promotion cancellation or modification, but is not obligated to provide such notice. HP disclaims any responsibility of liability for lost sales or profits resulting from the cancellation or modification of this promotion, or HP's failure to provide advance notice of cancellation or modification.

THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH GEORGIA LAW, AND NO CONFLICT OF LAWS PROVISIONS OF ANY JURISDICTION WILL APPLY TO THESE TERMS AND CONDITIONS. BY ACCEPTING THE 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 ATLANTA, GEORGIA, 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.