



NETAPP TRADE-IN & COMPETITIVE TRADE-IN TERMS AND CONDITIONS

NetApp Trade-In and Competitive Trade-In Programs

By participating in the NetApp Trade-In and Competitive Trade-In Programs, the customer has agreed to release the outstanding trade-in equipment listed on the Sales Return Authorization (SRA) at their earliest convenience and within 120 calendar days from the new system ship dates. To help our asset recovery team provide the best assistance, please advise them on the status of the migration or return.

Terms and Conditions (for Customers)

These Trade-In Terms and Conditions shall apply to Customers taking advantage of the Trade-In Programs and shall be incorporated into and become an integral part of the NetApp's General Terms if Customers purchase direct from NetApp, Inc., NetApp B.V. or any of their affiliates ("**NetApp**") or the Channel End User Terms if Customers purchase from an authorized NetApp reseller or the agreement between Customer and NetApp if Customer has entered into a separate agreement with NetApp for the purchase of NetApp Products and Services, as the case may be.

1. Definitions

Used Equipment. Certain storage products used by Customers that are eligible for the Trade-In Programs.

Trade-In Programs. The NetApp Trade-In Program and the NetApp Competitive Trade-In Program offered by NetApp whereby Customer trades in **Used Equipment** against the purchase of certain NetApp storage offerings, the particulars of which are set out in the [Trade-In Product Bulletin](#).

2. For any NetApp storage offerings purchase made pursuant to any of the Trade-In Programs, Customer shall (i) ensure that the Used Equipment be returned to NetApp or (ii) provide NetApp with a certificate of destruction by the timeframe stipulated by NetApp, and Customer agrees that the risks in and title to the Used Equipment shall only pass to NetApp upon NetApp receipt of the returned Used Equipment.
3. In respect of any Used Equipment returned to NetApp, (i) Customer warrants that it is the legal and beneficial owner of the Used Equipment; and that the Used Equipment is unencumbered and is free of any security, lien, equitable or other interest that may exist in or over the Used Equipment; and (ii) Customer agrees that it has the responsibility to retrieve (and delete where necessary) all information (including any personal and/or confidential information), data and applications from the Used Equipment prior to it being returned to NetApp; and that NetApp reserves the right to use or dispose of the Used Equipment at its sole discretion as it deems fit.
4. Customer will indemnify, defend and hold harmless NetApp against all claims (third party or otherwise) made against NetApp arising as a result of any breach of these Terms and Conditions.
5. If Customer purchases direct from NetApp, Customer acknowledges and agrees to return to NetApp the Used Equipment no later than 120 calendar days after the new system has been shipped, failing which, NetApp shall be entitled to invoice Customer the Trade-In Credits NetApp



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granted to Customer in relation to the Used Equipment in the amount appearing on the NetApp's Price Quotation.

Terms and Conditions (for NetApp Partners)

The following terms shall apply to NetApp Partners who resell to Customers participating in the NetApp Trade-In and Competitive Trade-In Programs and shall be incorporated into and become an integral part of the agreement between NetApp Partner and NetApp:

NetApp Partner, when reselling to an End User (referred to as Customers in the above section) who is taking benefit of the NetApp Trade-In and Competitive Trade-In Programs, whether directly or indirectly through a lower-tier NetApp authorized reseller,

- (a) is required to pass through to the End User a copy of the relevant *NetApp Trade-In and Competitive Trade-In Programs Terms and Conditions* by either: (i) providing a full and complete print or electronic copies of the applicable Trade-In Product Bulletin [and SRA Return Instructions]; **OR** (ii) incorporating the applicable Trade-In Product Bulletin [and SRA Return Instructions] into the relevant Order Documentation with the End User; and
- (b) acknowledges and agrees that it shall procure and ensure End User returns to NetApp the Used Equipment in the manner specified in the above *Terms and Conditions for Customers* no later than 120 calendar days after the new system has been shipped, failing which, NetApp shall be entitled to invoice NetApp Partner the Trade-In Credits NetApp granted to NetApp Partner in relation to the Used Equipment in the amount appearing on the NetApp's Price Quotation.