

## **ANNEX B**

### **Customer Facing Terms and Conditions**

Amazon Trade-in is a recycling programme and is operated and administered **by Ingram Micro Services Ltd** with company no. 03591124 and registered address at Communications House, Vulcan Road North, Norwich NR6 6AQ. Please read these terms and conditions carefully before registering an order with Amazon Trade-in. By registering an order with Amazon Trade-in, you (the natural person whose device is offered for sale and name recorded in the order) agree to be bound by these terms and conditions and acknowledge that you are entering into a contract with Ingram Micro Services Ltd. References to “we”, “us”, “our” or similar throughout these terms and conditions shall mean references to Ingram Micro Services Ltd. Your contract with us, incorporating these terms and conditions, shall be formed when we have received and checked your device.

Whilst the trade-in process includes the trade-in of devices either as a stand-alone service or in conjunction with the purchase by you of any products from Amazon, the trade-in service is provided by us as an independent third party in relation to Amazon. Amazon EU Sarl and its affiliates and subsidiaries (collectively "Amazon") are not party to the contract between you and us and you shall have no right of action against Amazon for any breach of a contract. Any purchase by you of Amazon products is exclusively regulated by separate terms and conditions between you and Amazon.

Amazon hereby disclaims and excludes any and all warranties of any kind, express or implied. By using the trade-in service, you hereby release Amazon and its respective directors, employees and agents from any disputes, claims, demands, and/or damages (actual or consequential) of every kind, whether known or unknown, arising out of, or relating to, your use of our trade-in services, including, without limitation, incomplete or completed transactions and any claims or disputes between you and Ingram Micro Services Ltd.

We recommend you take note of your device IMEI/serial number in the unlikely event there is a problem with your order. Your IMEI number may be printed on the back of your device or can be found by typing \*#06# into your keypad. Your serial number will be located in your settings.

#### **1. Your device**

1.1. The device you send to us as an Amazon Trade-in should match the make, model and condition stated when registering your order and should meet the following minimum conditions in order to achieve any payment:

- The battery must be included.
- The device must not be crushed.
- The device must be original and meet the manufacturer’s original specifications.
- The device must not be software locked or registered as stolen or barred.

#### **2. Grading of devices**

2.1. We request that you use our grading tool to obtain a quote before you send in your device.

2.2. No device is ever the same so grading varies from model to model, depending on the damage and condition.

2.3. To achieve any value for your device, the device must be working and fully intact cosmetically. For a device to be classified as fully working we will upon receipt test that all functions are working properly. Some slight markings on the casing will be acceptable. For watches, your original watch strap must also be sent back to be eligible for the full value.

2.4. In some cases, depending on the value and condition of your device, we will be unable to offer any payment. To give you an idea of the types of issues which may affect our valuation and reduce the price we will pay, please have a look at the table below:

Reduction	Type of Damage – <b>Mobiles and Tablets</b>
0%	Working, turns on, no damage
-25%	Damaged keys or buttons
-50%	Cracks to frame or rear casing Heavy scratches on frame or rear casing Water damaged but the device is still fully functional
-80%	Damaged including visibly burned screen (Damaged means a cracked, chipped, heavily scratched screen or screen with visible shadows, spots, burns or missing pixels.)
-100%	Blocked / Locked to an account Doesn't power on
Reduction	Type of Damage – <b>Wearables</b>
0%	"As new" to light cosmetic wear and tear on the device Fully working
-50%	Missing the original strap
-95%	Damaged including visibly burned screen (Damaged means a cracked, chipped, heavily scratched screen or screen with visible shadows, spots, burns or missing pixels.)
-100%	Blocked, stolen or fake items Doesn't power on or charge Locked to iCloud or other activation locks
Reduction	Type of Damage – <b>Games console</b>
0%	Fully working console complete with all cables and controllers
-50%	The console has been received without original accessories (power cords and controllers) but is fully functional
-80%	The console has cracks and/or any physical defects
-100%	Blocked / Locked to an account Doesn't power on
Reduction	Type of Damage – <b>Speakers, headphones, and other audio devices</b>

0%	Fully working, as new/light use Complete with all cables
-80%	Faulty or heavy signs of use
-100%	Damaged
<b>Reduction</b>	<b>Type of Damage – Macbooks</b>
0%	Fully working, as new/light use Complete with all cables
-25%	The Macbook has been received without original power cable but is fully functional
-80%	The Macbook has heavy use, severe wear and tear / damage to all or one of: screen, speakers, mic, ports, keys, trackpad and camera
-100%	The Macbook has an iCloud/passwords/parental locks and/or is the device jailbroken, rooted or modified / Macbook does not power on or accept charge

### 3. Device requirements

3.1. If you have a PIN or password on any of your devices, these security features must be deactivated and removed before sending.

3.2. Any stolen, blocked, counterfeit or non-genuine devices you may send to us will be held by us, and may be reported to the police without reference to you. No payment will be made and the device(s) will not be returned to you.

3.3. Any devices that are sent to us as defective, damaged or otherwise beyond economic repair or to which we are unable to give a value, will be deemed waste and recycled in line with WEEE Regulations.

3.4. Remove all SIM cards and memory cards before sending us your device. Any SIM cards or memory card received by us will be destroyed and so cannot be returned (we will dispose of them appropriately). We accept no liability in the event that any device that has been sent with its SIM card or memory card is lost and charges are then incurred. You shall continue to be responsible for such charges.

3.5. Do not send accessories or the original manufacturer's box. If we return your device to you because of order cancellation by you, or for any other reason, we will not return accessories and your device may be returned in alternative packaging. Any accessories, boxes, or other packaging received by us will be disposed of appropriately.

3.6. Make sure all personal and user data is removed from devices before sending them to us. This includes but is not limited to all personal details, SMS, photos, videos, games, music or other data. We will not accept responsibility for the security, protection, confidentiality or use of such data. By sending your device to us you agree to release us from all and any losses, claims or damages with respect to the data enclosed or stored therein or on any media used in conjunction with the device.

3.7. To delete data from your iPhone please follow the instructions below:

- From standby select Menu > Settings > General > Reset

- Select Erase All Content and Settings
- If you haven't already removed your personal data, then choose Backup and erase  
Press Erase Now (the device will switch off and restart. This may take several minutes. Please do not switch the device off during reset).

#### **4. Pricing**

4.1. When we offer to purchase your device, we will quote the maximum price we are willing to pay for the device. This price is an estimated Trade-In value based on the information you provide about the device and is subject to change at the point of our receipt and grading of the device.

4.2. When your offer to sell your device has been placed, the maximum price we have quoted is guaranteed until the time we receive the device but no longer than 14 days after we quoted the price. If your device is received more than 14 days after the date of your offer, then we reserve the right to offer a new price reflecting the Trade-in value at that time.

4.3. If the device received differs to the device you have offered for sale, the order will be processed based on the Trade-In value for the device received, not the device offered for sale.

4.4. When we receive your device, we will check that it is complete and in the condition you have stated. Providing it does, we will purchase the device at the Trade-In value we have offered.

4.5. If you receive a reduced quotation following receipt and inspection of your device, we will give you 2 working days to reject the new value and have your device returned free of charge. If we do not receive your rejection or we have not heard from you within 2 working days, we will conclude that you accept the reduced price and we will process your order for payment at the reduced Trade-In value.

4.6. We reserve the right not to purchase any device and any price we are willing to pay will be determined by us.

#### **5. Payments process for standard Amazon Trade-in redemption**

5.1. When we have received the device and agreed with you the value of the device, we will within 3-5 working days credit the value to your dedicated bank account (by BACS). If the payment date falls on a weekend or public holiday payment will be made on the next working day.

5.2. Payment can only be made to the name, address and details provided upon registration and incorrect details may result in delay or non-payment.

#### **6. Postage**

6.1. You must send the device using the pre-paid Royal Mail shipping label or QR code that we will send you on your order confirmation email. We recommend you send any high value devices by registered post (Royal Mail Special Delivery).

6.2. We cannot accept responsibility for non-delivery or the loss or damage to devices in transit to us. To avoid or reduce any damage during transit you are recommended to pack the device adequately

using protective wrapping, boxes or other packaging. If the device is shipped by Royal Mail and lost, stolen or damaged in transit, Royal Mail postage will cover your costs for up to £100.

6.3. Royal Mail has introduced guidelines regarding shipping products containing lithium batteries so you are advised to inform Royal Mail about such batteries in the device you ship. Find out more information about the guidelines and how they impact you here.

6.4. You must ensure that a shipping label is securely fastened to the parcel or package, and that barcodes are visible and not obscured by tape. The barcode is crucial in getting the device to us or shipped back to you. You should ensure you are given a receipt by the Post Office when the device is dropped off as proof of sending the device to us.

6.5. If the device is lost in transit you will need your receipt (as set out in paragraph 6.4) and the correct IMEI or serial number of your device in order to be able to make a claim through Royal Mail for any lost device. Failure to provide this information may invalidate your claim for a lost device.

## **7. Customer requirements**

7.1. By registering an Amazon Trade-in order you warrant that:

- the device(s) comply with these terms;
- you are resident in Great Britain or Northern Ireland;
- you are accessing our site from that country;
- you are legally capable of entering into a binding contract;
- you agree to creating an Amazon Trade-in account using true and complete data; and
- you are at least 18 years old; or if you are under 18 years of age, that you have obtained your parent's or guardian's consent to sell your device to us for the sum indicated via Amazon Trade-in.

NOTE: If you deal with us as a consumer note that you act as a seller of the device and that you may have limited protection under consumer protection laws as a private seller of the device; however, any provision of this contract which is of no effect to a consumer shall not apply. Your statutory rights are not affected by this contract. For the purposes of these terms and conditions, "consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession, as defined by the Consumer Rights Act 2015.

7.2. You and (in the event you are under 18 years of age) your parents or guardians release us of any liabilities or claims that may arise if you send the device to us in breach of the clause 8.1 warranties.

7.3. You are responsible for cancelling any airtime contract linked to each device. We are not responsible for any call costs arising before, or after, receipt of your device or arising from any other circumstances whatsoever.

## **8. Miscellaneous**

8.1. Amazon Trade-in is only intended for use by people registered with us and resident in Great Britain and Northern Ireland. At our complete discretion we may accept or reject orders from any persons or entities outside of these territories.

8.2. We reserve the right to reject large volume or repeat orders within any 12-month period.

8.3. By sending us the device you declare that you own all rights, title and interests in any device(s) that you send and sell to us.

8.4. Ownership of the device will only pass to us when we receive the device, in accordance with these terms and conditions, and we have dispatched payment to you.

8.5. The contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

8.6. These terms and conditions are governed by English law and claims in relation to our contract with you are subject to the jurisdiction of the courts of England and Wales.

### **9. Events outside of our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control or due to our compliance with any applicable laws or regulations.

### **10. Data Protection**

We shall be the data controller in relation to any data collected and processed in relation to the Amazon Trade-in programme. Your personal details will at all times be processed in accordance with our privacy statement which can be found here <https://www.ingrammicro.com/en-us/legal/privacy-statement>.