

TERMS AND CONDITIONS

RELATING TO MOBILE DEVICE TRADE-IN

1. ABOUT US

- 1.1 This Techdatarenew Website ("**Website**") is operated by Tech Data Limited ("**We**" and "**Us**" and "**Our**" will be construed accordingly).
- 1.2 We are registered in England and Wales under company number 01691472 and have our office at Redwood 2, Crockford Lane, Chineham Business Park, Basingstoke, Hampshire, RG24 8WQ, United Kingdom.
- 1.3 We facilitate via this Website, business customers selling Mobile Devices to Us.

2. USE OF THIS WEBSITE

- 2.1 This Website is exclusively for use by businesses and by persons acting in the course of a business (whether their own business or another's business) ("**Business Customer**").
- 2.2 You agree that by using this Website, You accept these Terms and Conditions and that You agree to comply with these Terms and Conditions. If You do not agree to comply with these Terms and Conditions, You must not use this Website.
- 2.3 We recommend that You print a copy of these Terms and Conditions for future reference.
- 2.4 These Terms and Conditions apply where You offer to sell to Us Mobile Devices, but there are other additional terms that apply to Your use of this Website:
 - 2.4.1 Our Terms of Use on the Website, these terms of use refer to the additional terms, which also apply to Your use of this Website;
 - 2.4.2 Our Privacy Policy on the Website, which sets out the terms on which We process any personal data We collect from You, or that You provide to Us, by using this Website, You consent to such processing and You warrant that all data provided by You is accurate;
 - 2.4.3 Our Acceptable Use Policy on the Website, which sets out the permitted uses and prohibited uses of this Website. When using this Website, You must comply with the Acceptable Use Policy; and
 - 2.4.4 Our Cookie Policy on the Website, which sets out information about the cookies on this Website.

3. HOW A MOBILE DEVICE TRADE-IN CONTRACT BETWEEN YOU AND US IS FORMED

- 3.1 You and Us can form a Trade-In Contract for You to sell Mobile Devices to Us in one (1) of two (2) ways:
 - 3.1.1 We choose to accept Your Trade-In Offer, whereby:
 - 3.1.1.1 You submit Your Trade-In Offer for Mobile Devices to Us in accordance with Condition 4 (*Your Trade-In Offer*);
 - 3.1.1.2 We collect or Our Sub-Contractor collects the Mobile Devices from You or You deliver the Mobile Devices to Us or Our Sub-Contractor in accordance with Condition 5 (*Collection and Delivery of Mobile Devices*);
 - 3.1.1.3 We inspect or Our Sub-Contractor inspects the Mobile Devices as set out in Condition 7 (*Inspection and Testing of Mobile Devices*); and
 - 3.1.1.4 We accept Your Trade-In Offer in accordance with Condition 8 (*Acceptance of Your Trade-In Offer*); or
 - 3.1.2 You choose to accept Our Updated Trade-In Offer, whereby:
 - 3.1.2.1 You submit Your Trade-In Offer in accordance with Condition 4 (*Your Trade-In Offer*);
 - 3.1.2.2 We collect or Our Sub-Contractor collects the Mobile Devices from You or You deliver the Mobile Devices to Us or Our Sub-Contractor in accordance with Condition 5 (*Collection and Delivery of Mobile Devices*);
 - 3.1.2.3 We inspect or Our Sub-Contractor inspects the Mobile Devices as set out in Condition 7 (*Inspection and Testing of Mobile Devices*);
 - 3.1.2.4 We submit Our Updated Trade-In Offer to You in accordance with Condition 10 (*Our Updated Trade-In Offer*); and
 - 3.1.2.5 You accept Our Updated Trade-In Offer in accordance with Condition 10 (*Our Updated Trade-In Offer*).

4. YOUR TRADE-IN OFFER

- 4.1 You may use the tool found on the Website (or such other location as We may inform You from time to time) ("**Quote Generator**") to provide Us details (including condition and quality) of the Mobile Devices that You would like to sell to Us ("**Mobile Device Details**"). Details of any other information We may require in relation to the Mobile Devices can be found on the Website].
- 4.2 The Quote Generator will generate and provide You with, a non-binding indication of the trade-in price that We may pay for the Mobile Devices based on the Mobile Device Details ("**Generated Trade-In Price**").
- 4.3 You are under no obligation to accept the Generated Trade-In Price but should You wish to offer to sell to Us the Mobile Devices identified in the Mobile Device Details for the Generated Trade-In Price, then You will click "submit" within the relevant area of the Website, as set out at on the Website ("**Your Trade-In Offer**").
- 4.4 Your Trade-In Offer constitutes an offer by You to sell to Us the Mobile Devices identified in the Mobile Device Details on and subject to these Terms and Conditions.

4.5 Where You submit Your Trade-In Offer, You warrant that:

- 4.5.1 You are a Business Customer or acting on behalf of a Business Customer and are authorised to act on behalf of that business and are capable of entering a binding Trade-In Contract on behalf of that business;
- 4.5.2 You have the right to sell the Mobile Devices to Us or You will have such a right at the time when title to the Mobile Devices is to pass to Us in accordance with Condition 16.1 (*Title and Risk*);
- 4.5.3 You are based in the Territory;
- 4.5.4 the supply of Mobile Devices by You to Us will not infringe a third party's intellectual property rights; and
- 4.5.5 each Mobile Device identified in Your Trade-In Offer complies with these Terms and Conditions (including the Mobile Device Conditions) and the Mobile Device Details.

5. COLLECTION OF MOBILE DEVICES

- 5.1 You and Us will agree the collection location ("**Collection Location**") and agree the collection date. Our Website facilitates You and Us arranging the Collection Location and collection date on the Website. The Collection Location must be Your premises within the Territory or the premises of an End User within the Territory.
- 5.2 Us or Our Sub-Contractor will endeavour to collect the Mobile Devices at the Collection Location on the agreed date but any dates provided are estimates only.
- 5.3 You will make sure the Mobile Devices are available for collection by Us or by Our Sub-Contractor at the Collection Location on the agreed date. Collection of Mobile Devices will be completed on the completion of collection of the Mobile Devices by Us or by Our Sub-Contractor at the Collection Location to Our reasonable satisfaction ("**Collection**").
- 5.4 You will make sure the Mobile Devices are properly packed and secured in such manner as to adequately protect against damage in transit. Full Mobile Device packaging instructions can be found on the Website (or such other location as We may inform You from time to time).
- 5.5 We will not be required to return any packaging material to You or an End User unless otherwise agreed between You and Us in writing.
- 5.6 You are entitled to change the Collection Location and/or the collection date via Our Website, but You must provide Us with at least twenty four (24) hours' prior written notice.
- 5.7 You will promptly notify Us in writing should You become aware of any circumstances, that will or may have an adverse impact on the ability of Us or Our Sub-Contractor to collect the Mobile Devices from the Collection Location or on the agreed collection date.
- 5.8 No signature obtained from Us or Our Sub-Contractor at the time of the Collection will be any evidence as to the quantity, quality or condition of the Mobile Devices, notwithstanding any statement on any receipt or similar document so signed to the contrary.
- 5.9 If You fail to make sure the Mobile Devices are available for collection in accordance with these Terms and Conditions, We may at Our sole discretion (without prejudice to any of Our other rights or remedies) require You to remit to Us a reasonable sum, which will be to cover a proportion of the costs incurred by Us in relation to the failed collection of the Mobile Devices.

6. DELIVERY OF MOBILE DEVICES

- 6.1 We may agree in exceptional circumstances that You or an End User may deliver the Mobile Devices to Us or to Our Sub-Contractor at an agreed location within the Territory ("**Delivery Location**") on an agreed date. If You or an End user want to deliver the Mobile Devices to Us or to Our Sub-Contractor, You must contact Us via email or telephone to arrange the Delivery Location and the delivery date. Delivery will be at Your or the End User's risk and expense.
- 6.2 You will deliver the Mobile Devices at the Delivery Location on the agreed date. Delivery of Mobile Devices will be completed on the completion of delivery of the Mobile Devices by You or an End User to the Delivery Location to Our reasonable satisfaction ("**Delivery**").
- 6.3 You will make sure the Mobile Devices are properly packed and secured in such manner as to adequately protect against damage in transit. Full Mobile Device packaging instructions can be found at on the Website (or such other location as We may inform You from time to time).
- 6.4 We will not be required to return any packaging material to You or an End User unless otherwise agreed between You and Us in writing.
- 6.5 You will promptly notify Us (and, where such notice is given orally, promptly provide written confirmation of such notice) should You become aware of any circumstances, that will or may have an adverse impact on Your ability or the ability of an End User to deliver the Mobile Devices to Us or to Our Sub-Contractor at the Delivery Location on the agreed date.
- 6.6 No signature obtained from Us or Our Sub-Contractor at the time of Delivery will be any evidence as to the quantity, quality or condition of the Mobile Devices, notwithstanding any statement on any receipt or similar document so signed to the contrary.

7. INSPECTION, VALIDATION AND TESTING OF MOBILE DEVICES

- 7.1 You agree that We, or Our Sub-Contractor may inspect, validate and/or test the Mobile Devices at any time on or after Collection or Delivery, to determine whether or not to accept Your Trade-In Offer and/or determine if there is an personal data on the Mobile Devices ("**Tech Data Assessment**").
- 7.2 We may accept or reject Your Trade-In offer at Our sole discretion. We will notify You in writing as soon as reasonably practicable following the Tech Data Assessment, whether We have decided:
- 7.2.1 **to accept** Your Trade-In Offer;
- 7.2.2 **not to accept** Your Trade-In Offer; or
- 7.2.3 **to propose a "new" price ("Updated Trade-In Price")** that We are willing to pay for all or part of the Mobile Devices, based on Our or Our Sub-Contractor's, opinion of the compliance of the Mobile Devices with Your Trade-In Offer and these Terms and Conditions ("**Updated Trade-In Offer**").

8. ACCEPTANCE OF YOUR TRADE-IN OFFER

- 8.1 Where in Our opinion, the Mobile Devices Collected by or Delivered to Us or Our Sub-Contractor match Your Trade-In Offer, We may accept Your Trade-In Offer by issuing written acceptance of Your Trade-In Offer, at which point and on which date the contract between You and Us for the sale of the Mobile Devices in accordance with Your Trade-In Offer and these Terms and Conditions will come into existence ("**Trade-In Contract**").
- 8.2 The terms and conditions of the Trade-In Contract that comes into existence pursuant to Condition 8.1 above will apply to Your Trade-In Offer to the exclusion of any other terms that You seek to impose or incorporate, or which are, or may be implied by trade, custom, practice or course of dealing, unless otherwise required by Law.

9. REJECTION OF YOUR TRADE-IN OFFER

- 9.1 Where in Our opinion, the Mobile Devices Collected by Us or Our Sub-Contractor do not match Your Buy-Back Offer, We may reject Your Buy-Back Offer by issuing written rejection of the Your Buy-Back Offer, at which point We will either:
- 9.1.1 subject to Condition 11 (*Waste Electrical Equipment*), return the rejected Mobile Devices to You at the Collection Location as soon as reasonably practicable, at Our cost; and/or
- 9.1.2 propose Our Updated Trade-In Offer.

10. UPDATED TRADE-IN OFFER

- 10.1 Where We submit an Updated Trade-In Offer, Our Updated Trade-In Offer constitutes an offer by Us to purchase the relevant Mobile Devices on and subject to these Terms and Conditions.
- 10.2 Our Updated Trade-In Offer will be deemed to be accepted by You on the earlier of:
- 10.2.1 You issuing written acceptance (including via email exchange) of Our Updated Trade-In Offer; or
- 10.2.2 any act by You consistent with acceptance of Our Updated Trade-In Offer; or
- 10.2.3 the expiry of the fourteen (14) days from the date We submit Our Updated Trade-In Offer to You,
- at which point and on which date the contract between You and Us for the supply of the Mobile Devices in accordance with Our Updated Trade-In Offer and these Terms and Conditions will come into existence ("**Trade-In Contract**").
- 10.3 The terms and conditions of the Trade-In Contract that comes into existence pursuant to Condition 10.2 above apply to Our Updated Trade-In Offer to the exclusion of any other terms that You seek to impose or incorporate, or which are, or may be implied by trade, custom, practice or course of dealing, unless otherwise required by Law.
- 10.4 If You reject Our Updated Trade-In Offer by issuing to Us written rejection of Our Updated Trade-In Offer, Us or Our Sub-Contractor will, subject to Condition 11 (*Waste Electrical Equipment*), return the rejected Mobile Devices to You at the Collection Location as soon as reasonably practicable, at Our cost.

11. WASTE ELECTRICAL EQUIPMENT

If any Mobile Device Collected by or Delivered to Us or Our Sub-Contractor are determined to be waste electrical equipment, We may at Our sole discretion (and subject to any relevant regulatory controls, including the Waste Electrical and Electronic Equipment Regulations 2013/3113), choose to return the relevant Mobile Device to You (if permitted by relevant regulatory controls) or destroy the Mobile Device with an accredited recycler. Where We choose to destroy the relevant Mobile Device with an accredited recycler, We reserve the right to levy any costs incurred in the destruction.

12. MOBILE DEVICE CONDITIONS

Each Mobile Device Collected by or Delivered to Us or Our Sub-Contractor should match the make and model in Your Trade-In Offer or Our Updated Trade-In Offer and should meet Our requirements for Mobile Devices which can be found at [**HYPERLINK**] (or such other location as We may inform You from time to time).

13. SIM CARD AND MEMORY CARD REMOVAL, AIRTIME CONTRACTS AND CALL COSTS

SIM card removal

- 13.1 You are responsible for ensuring that SIM cards and memory cards are removed from Mobile Devices prior to Collection or Delivery.
- 13.2 We will endeavour to remove any SIM cards and memory cards left in Mobile Devices and destroy them. We accept no responsibility in the event that a SIM card or memory card is contained within a Mobile Device Collected by or Delivered to Us or Our Sub-Contractor and charges then incurred. You will be responsible for any charges incurred.
- 13.3 SIM cards and memory cards received by Us or Our Sub-Contractor from You are non-returnable, unless We otherwise agree in writing.

Airtime contracts

- 13.4 You are responsible for cancelling any airtime contract associated with a Mobile Device.

Call, data and other associated costs

- 13.5 We are not responsible for any call, data or any other associated costs arising before or after receipt of Your Mobile Device or arising from any other circumstances whatsoever.

14. LOST AND STOLEN MOBILE DEVICES

CheckMEND Database

- 14.1 We support and adhere to the 'Stop Stolen Mobiles Being Recycled' code of practice set by the Home Office and the National Mobile Phone Crime Unit.
- 14.2 We will check the IMEI code of all Mobile Devices Collected by or Delivered to Us or Our Sub-Contractor on the CheckMEND database (www.checkmend.com) of lost and stolen property records.

Quarantined Mobile Devices

- 14.3 Where a Mobile Device Collected by or Delivered to Us or Our Sub-Contractor is found to have a record that indicates it has been lost or stolen or We become aware of any other issue relating to its ownership ("**Quarantined Mobile Device**"), We will:
- 14.3.1 notify You by email and outline the process that You need to follow; and
- 14.3.2 quarantine the Mobile Device for an initial period of twenty eight (28) days ("**Quarantine Period**").
- 14.4 We will not pay the Price for any Quarantined Mobile Device Collected by or Delivered to Us or Our Sub-Contractor until the CheckMEND record does not show the Quarantined Mobile Device as lost or stolen.
- 14.5 You will be responsible for contacting CheckMEND to prove that You are the owner of any Quarantined Mobile Device Collected by or Delivered to Us or Our Sub-Contractor and having any lost or stolen records associated with that Quarantined Mobile Device cleared within the Quarantine Period and/or any other issue relating to its ownership resolved.
- 14.6 If You feel the information held by CheckMEND is incorrect please email CheckMEND at support@checkmend.com or call them on 08700 112 850 with all the details including the IMEI number and they will assist You.
- 14.7 If during the Quarantine Period the Mobile Device is:
- 14.7.1 cleared on the CheckMEND database, any blocks removed and any other issue relating to ownership resolved, the Price of the Mobile Device sale will be processed and paid for within fourteen (14) days or the date We are notified that the Mobile Device has been cleared, all blocks removed and all other issues relating to ownership resolved; or
- 14.7.2 not cleared on the CheckMEND database and/or any blocks are not removed within the Quarantine Period, We will be required by Law to hold onto the Quarantined Mobile Device, pass it to the Police or other law enforcement body or dispose of it, and by submitting Your Trade-In Offer to Us and/or accepting Our Updated Trade-In Offer, You expressly agree to this action. You will not receive any payment or any other compensation if such steps are taken.
- 14.8 We cannot and will not under any circumstances return or pay for a Quarantined Mobile Device, other than in accordance with Condition 14.7.1 above.
- 14.9 Without prejudice to any of Our other rights and remedies, if You have received payment from Us for a Mobile Device and We subsequently become aware of an issue relating to ownership of that Mobile Device, You agree to immediately reimburse Us in full, within fourteen (14) days following a written request by Us, for any such payment pending an investigation by Us or any law enforcement body into ownership of the Mobile Device.
- 14.10 If We at any time become aware of any issues relating to the ownership of a Mobile Device, You agree to co-operate with Us fully with a view to resolving the issues. You may also be contacted by the Police and/or other law enforcement authorities.
- 14.11 Notwithstanding anything to the contrary in Our Privacy Policy, We may disclose Your details to the Police or other authorised bodies (such as, but not limited to, network operators and insurance companies) for the purpose of investigating or preventing a crime. By submitting Your Trade-In Offer to Us and/or accepting Our Updated Trade-In Offer, You agree to Us supplying data to the Police or other authorised bodies for the purpose of the prevention and detection of crime, arrest and prosecution of offenders or for the recovery of stolen property.

15. GENERAL OBLIGATIONS

Co-operation

- 15.1 You will co-operate with Us in all matters relating to the Mobile Devices, and comply with all reasonable instructions provided by Us to You.

Licenses and consents

- 15.2 You will ensure that, at all times, You have and maintain all licences, permissions, authorisations, consents and permits necessary for You to perform Your obligations under the Trade-In Contract and for You to provide and sell the Mobile Devices to Us.
- 15.3 You will not do or omit to do anything which may cause Us to lose any licence, permission, authorisation, consent or permit on which We rely for the purposes of conducting Our business.

16. TITLE AND RISK

Title

- 16.1 Title to Mobile Devices will pass to Us upon You receiving payment in full (cleared funds) for the Mobile Devices in accordance with the relevant Trade-In Contract.
- 16.2 Notwithstanding Condition 16.1 above, We are permitted to inspect and test all Mobile Devices in accordance with these Terms and Conditions before title to such Mobile Devices has passed to Us and sell and deal with Mobile Devices identified in a Trade-In Contract in Our ordinary course of business before title to such Mobile Devices has passed to Us.

Risk

- 16.3 Risk of loss or damage to the Mobile Devices will pass to Us upon Collection or Delivery (as the case may be) and risk of loss or damage to Mobile Devices returned by Us or Our Sub-Contractor to You will pass from Us to You on return of those Mobile Devices to You at the Collection Location (or such other location You and We agree upon).

17. PRICE AND PAYMENT

Price

- 17.1 The Price of Mobile Devices Collected by or Delivered to Us or Our Sub-Contractor (other than Quarantined Mobile Devices as set out in Condition 14 (*Lost and Stolen Mobile Devices*)):
- 17.1.1 will be the Generated Trade-In Price where We accept Your Trade-In Offer; or
- 17.1.2 will be Updated Trade-In Price where You accept Our Updated Trade-In Offer.
- 17.2 The Price of Mobile Devices is exclusive of any applicable value added tax ("VAT") which, subject to the provision of a valid VAT invoice, will be payable by Us.

Invoicing

- 17.3 You will invoice Us for the Price of Mobile Devices identified in each Trade-In Contract on or after the date the Trade-In Contract between You and Us for the supply of the Mobile Devices comes into existence.

Payment Terms

- 17.4 We will pay each undisputed invoice which is properly due and submitted by You to Us within fourteen (14) days of the date of receipt of the invoice.

Interest

- 17.5 If You or We fail to pay any amount properly due and payable by it under the Trade-In Contract, the other will have the right to charge interest on the overdue amount at the rate of two per cent (2%) per annum above the base rate for the time being of Barclays Bank plc from the due date up to the date of actual payment, whether before or after judgment. This Condition will not apply to payments or amounts that You or We dispute in good faith.

Set-off

- 17.6 We may, at any time and without limiting any of its other rights or remedies, set off any liability of You to Us against any liability of Us to You, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Trade-In Contract. We will inform You in writing of any set-off carried out by Us pursuant to this Condition.

18. INDEMNITY

You will at all times on written demand, indemnify Us in full against all Losses incurred by, awarded against or agreed to be paid by Us arising from, out of or in connection with any breach by You of these Terms and Conditions, the Trade-In Contract and/or any act, omission or negligence of You, Your employees, agents or subcontractor.

19. CONFIDENTIAL INFORMATION

- 19.1 All Confidential Information provided by or on behalf of one party to the other, or otherwise obtained or developed by one party relating to the other will be kept secret and confidential by the receiving/obtaining/developing party ("**Receiving Party**") throughout the Term and following its termination or expiry and will not be used or disclosed other than for the purposes of the proper performance of this Agreement or with the prior written consent of the other party.
- 19.2 The obligations of confidentiality in this Condition 19 will not extend to any matter which the Receiving Party can show:
- 19.2.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
- 19.2.2 was independently disclosed to it by a third party entitled to disclose the same; or
- 19.2.3 is required to be disclosed under Law, or by order of a court or governmental body or regulatory body or authority of competent jurisdiction.

20. DATA PROTECTION AND DATA WIPING

- 20.1 You will endeavour to ensure that any Mobile Devices Collected by or Delivered to Us or Our Sub-Contractor have had their data securely deleted prior to Collection or Delivery (as the case may be). Instructions on data wiping can be found on the Website (or such other location as We may inform You from time to time). We do offer a data deletion service, which is operated as described below.

- 20.2 Where Mobile Devices Collected by or Delivered to by Us or Our Sub-Contractor have personal data contained on them or on SIM cards or memory cards, You warrant that You have all legal and regulatory authority to provide the Mobile Devices to Us or Our Sub-Contractor with the personal data contained on them, including any consents or notifications required from relevant persons for the data to be wiped by Us or Our Sub-Contractor.
- 20.3 Where Mobile Devices Collected by or Delivered to Us or Our Sub-Contractor have personal data contained on them or on SIM cards or memory cards and:
- 20.3.1 We accept Your Trade-In Offer or You accept Our Updated Trade-In Offer, Us or Our Sub-Contractor will securely delete the data contained on the Mobile Device; or
- 20.3.2 We reject Your Trade-In Offer or You reject Our Updated Trade-In Offer, We or Our Sub-Contractor will return the Mobile Devices to You in accordance with Condition 9 (*Rejection of Your Trade-In Offer*) or Condition 10 (*Our Updated Trade-In Offer*), with the data still present on the Mobile Devices.
- 20.4 Where Mobile Devices Collected by or Delivered to Us or Our Sub-Contractor have personal data contained on them or on SIM cards or memory cards, We will:
- 20.4.1 comply with all Law (including Data Protection Legislation) in relation to the processing of personal data;
- 20.4.2 not do, or cause or permit to be done, anything in relation to the information provided which may result in a breach by Us of Laws (including Data Protection Legislation);
- 20.4.3 limit processing of personal data to Your instructions, including fulfilling the Trade-In Contract and securely deleting the data on the Mobile Devices ready for their recycling or resale in accordance with Our standard processes (as updated from time to time) or as otherwise agreed in writing between You and Us; and
- 20.4.4 ensure that anyone acting on behalf of Us (and any third party acting on behalf of Us) fulfil these obligations are aware of the requirements on Us in this Condition 20.
- 20.5 You acknowledge that these provisions will require updating prior to May 2018 to be compliant with the EU General Data Protection Regulation, and We will provide notice of such changes which You agree will form part of each Trade-In Contract still applicable at that time and each new Trade-In Contract entered between You and Us thereafter.

21. REGULATORY

- 21.1 Where You submit Your Trade-In Offer and if You accept Our Updated Trade-In Offer, You warrant that each and every Mobile Device is compliant with the relevant regulatory controls and is considered to be safe to be placed upon the market.

22. TERMINATION AND SUSPENSION

- 22.1 We may (without prejudice to Our other rights to terminate or cancel) terminate any and all Trade-In Contracts and/or cancel any and all of Our Updated Trade-In Offers with immediate effect by giving written notice to You if:
- 22.1.1 You commit a material breach of the Trade-In Contract, where such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so;
- 22.1.2 You repeatedly breach any of the terms of the Trade-In Contract in such a manner as to reasonably justify the opinion that Your conduct is inconsistent with You having the intention or ability to give effect to the terms of the Trade-In Contract;
- 22.1.3 You become subject to an Insolvency Event; or
- 22.1.4 there is any fraud on the part of You or any person acting on behalf of You.
- 22.2 In any of the circumstances in these Terms and Conditions in which We may terminate the Trade-In Contract or cancel Our Updated Trade-In Offer, We may instead terminate part of the Trade-In Contract or cancel part of Our Updated Trade-In Offer.

23. CONSEQUENCES OF TERMINATION

- 23.1 On termination of the Trade-In Contract for any reason:
- 23.1.1 the accrued rights, remedies, obligations and liabilities of the parties as at termination or cancellation, will not be affected, including the right to claim damages in respect of any breach of the Trade-In Contract which existed at or before the date of termination or cancellation;
- 23.1.2 Terms and Conditions which expressly or by implication have effect after termination or cancellation, will continue in full force and effect; and
- 23.1.3 subject to Condition 11 (*Waste Electrical Equipment*), We will return to You or make available for collection by You all Mobile Devices Collected by or Delivered to Us or Our Sub-Contractor that are in Our possession that We have not paid for and are not intending to pay for.

24. LIMITATION OF LIABILITY

- 24.1 Neither party limits or excludes its liability to the extent that the same cannot be limited or excluded by Law.
- 24.2 Subject to Conditions 24.1 above, the maximum aggregate liability of Us (in addition to Our obligation to pay the Price that is due for payment which relate to Mobile Devices properly provided by You in accordance with the Trade-In Contract) whether arising under tort (including negligence) breach of contract or otherwise under or in connection with the Contract will in no event exceed an amount equal to the Price paid or payable for the Mobile Devices.
- 24.3 Subject to Condition 24.1 above, We will not be liable to You for any indirect, special or consequential loss.
- 24.4 The parties expressly agree that if any limitation or provision contained or expressly referred to in this Condition 24 is held to be invalid under any Law, it will be deemed omitted to that extent, and if any party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 24.

25. GENERAL

Assignment and subcontracting:

- 25.1 You will not assign, novate, transfer, charge, subcontract or deal in any other manner with all or any of Your rights or obligations under the Trade-In Contract without the prior written consent of Us.
- 25.2 We may at any time assign, novate, transfer, mortgage, charge, subcontract and/or deal in any other manner with all or any of Our rights and may subcontract or delegate in any manner any or all of Our obligations under the Trade-In Contract and/or these Terms and Conditions to any third party or agent.
- 25.3 You and Us will each remain responsible for all acts and omissions of persons acting on its behalf and the acts and omissions of those employed or engaged by those acting on its behalf as if they were our own.
- 25.4 From time to time We may delegate the performance of Our obligations under the Trade-In Contract and/or these Terms and Conditions to a Sub-Contractor. If a Sub-Contractor performs Our obligations under these Terms and Conditions You will discharge Your obligations to Us under the Trade-In Contract and these Terms and Conditions by providing the output of such obligations or procuring the output of such obligations in all respects in the same way vis-à-vis the Sub-Contractor as You are obliged to do so in relation to Us.

Waiver and Cumulative Remedies:

- 25.5 The rights and remedies of a party provided by the Trade-In Contract and these Terms and Conditions may be waived by that party only in writing by a duly authorised person in a manner that expressly states that a waiver is intended and such waiver will only be operative with regard to the specific circumstances referred to.
- 25.6 Unless a right or remedy of either party is expressed to be an exclusive right or remedy, the exercise of it by that party is without prejudice to that party's other rights and remedies.
- 25.7 Any failure to exercise, or any delay in exercising, a right or remedy by either party will not constitute a waiver of that right or remedy or of any other rights or remedies.
- 25.8 The rights and remedies provided by these Terms and Conditions and the Trade-In Contract are cumulative and, unless otherwise provided in these Terms and Conditions or the Trade-In Contract, are not exclusive of any right or remedies provided at Law or in equity or otherwise under these Terms and Conditions or the Trade-In Contract.

Relationship of the Parties

- 25.9 Nothing in these Terms and Conditions or the Trade-In Contract is intended to create a partnership, or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise You or Us to act as agent for the other. Neither You or Us will have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other.

Prevention of Corruption

- 25.10 You will:
- 25.10.1 not offer or agree to give any person working for or engaged by You any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to the Trade-In Contract, or any other agreement between Us and You;
 - 25.10.2 not enter into the Trade-In Contract if You have knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by You for or in connection with Us, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Us before execution and or commencement of the Trade-In Contract;
 - 25.10.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
 - 25.10.4 otherwise comply at all times with Our anti-bribery and anti-corruption policy (if any) from time to time and with all Bribery and Corruption Legislation.
- 25.11 If You and/or Your subcontractors (including Your and any of Your subcontractor's employees, agents and subcontractors employed or engaged in connection the Contract), in all cases whether or not acting with Your knowledge) breaches Condition 25.10 above, We may terminate the Contract by written notice with immediate effect.
- 25.12 Any dispute relating to the interpretation of Conditions 25.10 or 25.11 above or the amount or value of any gift, consideration or commission will be determined by Us and the decision will be final and conclusive.

Severance

- 25.13 If any provision (or part of any provision) of these Terms and Conditions or the Trade-In Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed without effect to the remaining provisions. If a provision of the Trade-In Contract that is fundamental to the accomplishment of the purpose of the Trade-In Contract is held to any extent to be invalid, We and You will immediately commence good faith negotiations to remedy that invalidity.

Third Party Rights

- 25.14 The Trade-In Contract is not intended to and does not, give any person who is not a party to the Trade-In Contract any rights to enforce any provisions contained in the Trade-In Contract under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Further assurance

- 25.15 You will promptly at Our request, do (or procure to be done) all such further acts and things and the execution of all such other documents as We may from time to time require for the purpose of securing for Us the full benefit of the Trade-In Contract.

Notices

- 25.16 Any notice or other communication required or permitted under these Terms and Conditions or a Trade-In Contract to be given in writing will be given in writing to the registered address of the recipient or as otherwise notified from time to time and will be deemed to have been given or made: when delivered personally; or, if

properly addressed and posted by first class mail in the Territory within two (2) business days of posting; or, if sent by facsimile upon being sent; or, if sent by e-mail or other electronic means at the time of transmission provided the sender can provide proof the notice was properly addressed.

Variation

25.17 We reserve the right from time to time to vary these Terms and Conditions. We will endeavour to provide to You reasonable written notice of any changes.

Governing Law

25.18 The Trade-In Contract and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law.

Jurisdiction

25.19 You and Us each irrevocably agree that the courts of England and Wales will have exclusive jurisdiction other than in respect of enforcement in which case the English courts will have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Trade-In Contract or its subject matter or formation (including non-contractual disputes or claims).

26. DEFINITIONS

26.1 In these Terms and Conditions, the following definitions apply:

"Bribery and Corruption Legislation" means any applicable law, regulation, guidance and/or codes of practice relating to the prohibition, prevention, and/or the creation of offences in respect of, bribery, fraudulent acts and/or acts of corruption in any country that may be applicable to the Mobile Devices or Services (including the Bribery Act 2010);

"Business Customer" has the meaning given to it in Condition 2.1 (*Use of this Website*);

"Collection" has the meaning given to it in Condition **Error! Reference source not found.** (*Collection of Mobile Devices*) and **"Collected"** and **"Collect"** will be construed accordingly;

"Collection Location" has the meaning given to it in Condition 5.1 (*Collection of Mobile Devices*);

"Condition" means a provision of these Terms and Conditions;

"Confidential Information" means all information of a confidential or proprietary nature (whether or not identified as 'confidential') disclosed by either party to the other or obtained by either party from the other;

"Data Protection Legislation" means the Data Protection Act 1998 and any other Laws relating to the processing of personal data and privacy (including any superseding legislation resulting from the General Data Protection Regulation), together with applicable the guidance, standard terms, codes of practice and codes of conduct issued by the Information Commissioner and other relevant regulatory, supervisory and legislative bodies in relation to such Laws;

"End User" means a Business Customer You are acting on behalf of and are authorised to act on behalf of in relation to the sale of their Mobile Devices;

"General Data Protection Regulation" or **"GDPR"** means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (repealing the EU Data Protection Directive 95/46/EC), together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from the GDPR, as updated from time to time;

"Generated Trade-In Price" has the meaning given to it in Condition 4.2 (*Your Trade-In Offer*);

"Insolvency Event" means the occurrence of any of the following events in respect of You (or any event analogous to any of the following in any jurisdiction):

- (a) the entity passing a resolution for its winding up, or having a winding-up petition presented against it, or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved (other than for the purpose of a bona fide reconstruction or amalgamation);
- (b) the appointment of an administrator of, or the making of an administration order (or the giving of notice of intention to appoint an administrator) in relation to, the entity, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;
- (c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors; or
- (d) the entity being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

"Law" means in each applicable jurisdiction, any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirement of any regulatory body, delegated or subordinate legislation or notice of any regulatory body from time to time (and references to **"Laws"** will be construed accordingly);

"Losses" means any damages, liabilities, claims, demands, proceedings, actions, costs, charges, losses and/or expenses including legal fees and other professional costs;

"Mobile Device Conditions" has the meaning given to it in Condition 11 (*Mobile Device Conditions*);

"Mobile Device Details" has the meaning given to it in Condition 4.1 (*Your Trade-In Offer*);

"Mobile Devices" means the mobile phones, tablets, laptops, desktops smartwatches, IT hardware, consumer electronics and/or other mobile devices (or any part of them as the context requires) referred to in Your Trade-In Offer or Our Updated Trade-In Offer (as the context requires);

"Our" has the meaning given to it in Condition 1.1 (*About Us*) and **"We"** and **"Us"** will be construed accordingly;

"**Price**" means the applicable price payable by Us to You for Mobile Devices Collected by Us or Our Sub-Contractor from You, as set out in the relevant Trade-In Contract;

"**Quarantined Mobile Device**" has the meaning given to it in Condition 14.3 (*Lost and Stolen Mobile Devices*);

"**Quarantine Period**" has the meaning given to it in Condition 14.3 (*Lost and Stolen Mobile Devices*);

"**Quote Generator**" has the meaning given to it in Condition 4.1 (*Your Trade-In Offer*);

"**Receiving Party**" has the meaning given to it in Condition 19.1 (*Confidential Information*);

"**Sub-Contractor**" means a third party engaged by Us to act on behalf of Us in connection with these Terms and Conditions;

"**Tech Data Assessment**" has the meaning given in Condition 7.1 (*Inspection and Testing of Mobile Devices*);

"**Terms and Conditions**" means these terms and conditions of purchase as amended from time to time in accordance with Condition 11 (*Changes to the Contract*);

"**Territory**" means the local territory in which We are located;

"**Trade-In Contract**" means, as the context requires:

- (a) the Trade-In Contract that comes into existence pursuant to Condition 8.1 (*Acceptance of Your Trade-In Offer*) where We accept Your Trade-In Offer; or
- (b) the Trade-In Contract that comes into existence pursuant to Condition 10.2 (*Our Updated Trade-In Offer*) where You accept Our Updated Trade-In Offer;

"**Updated Trade-In Offer**" has the meaning given to it in Condition 7.2.3 (*Inspection and Testing of Mobile Devices*);

"**Updated Trade-In Price**" has the meaning given to it in Condition 7.2.3 (*Inspection and Testing of Mobile Devices*);

"**Us**" has the meaning given to it in Condition 1.1 (*About Us*) and "**We**" and "**Our**" will be construed accordingly;

"**VAT**" has the meaning given to it in Condition 17 (*Price and Payment*);

"**We**" has the meaning given to it in Condition 1.1 (*About Us*) and "**Us**" and "**Our**" will be construed accordingly;

"**Website**" has the meaning given to it in Condition 1.1 (*About Us*);

"**You**" means the Business Customer identified in Your Trade-In Offer and "**Your**" will be construed accordingly; and

"**Your Trade-In Offer**" has the meaning given to it in Condition 4.3 (*Your Trade-In Offer*).

VERSION APRIL 2017

Signed by)
)
and)
for and on behalf **TECH DATA LIMITED:**) Signature

Signature

.....



Signed by _____)

and _____)

for and on behalf of _____ Signature

Signature
