

TERMS AND CONDITIONS

These terms and conditions are between **Moorup Technology Pty Ltd (ACN 628 238 951)**, (**we, us or our**) and you, the party stated in the Quote or the party requesting a collection (as applicable) (**you or your**), together the **Parties** and each a **Party**. These terms and conditions and the Quote (as applicable) form the entire agreement under which we will provide the Services to you.

1. OUR DISCLOSURES

- 1.1 By accepting this Agreement, you agree that:
- (a) subject to your Consumer Law Rights, you agree to indemnify us for any claim by a third party that you are not legally authorised to sell or otherwise provide the Devices to us;
 - (b) subject to your Consumer Law Rights, we exclude our Liability for any loss of or corruption to any data; loss or destruction of any SIM cards and SD cards; events beyond our reasonable control (including Force Majeure Events), Consequential Loss and for a delay in the provision of the Services; and
 - (c) subject to your Consumer Law Rights, our Liability for the provision of the Services will be limited to \$100.
- 1.2 This Agreement does not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

2. ACCEPTANCE

- 2.1 You have requested the Services, and you accept this Agreement by the earlier of:
- (a) sending an email accepting the Quote (expressly or impliedly);
 - (b) instructing us (whether orally or in writing) to proceed with the Services; or
 - (c) sending a Device to us, or making any Device available to us for collection.
- 2.2 If you are accepting this Agreement on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's Personnel to this Agreement.

3. SERVICES

- 3.1 We agree to provide you the Services in accordance with this Agreement, whether ourselves or through our Personnel.
- 3.2 You acknowledge and agree that any dates for collection or for completion notified by us are estimates only. We agree to use reasonable endeavors to provide the Services within a reasonable time.

4. QUOTE

- 4.1 We agree to use reasonable commercial efforts to provide an accurate indication of the Price at the time of providing a Quote, however, you acknowledge and agree that any such Price set out in the Quote is an estimate only, and is subject

to change pending our inspection and assessment of any Device.

- 4.2 You acknowledge and agree that we will not be bound by any Price set out in the Quote.
- 4.3 In accordance with clause 6, we will make you a Final Offer for the Devices, which you may accept or reject in your sole discretion.
- 5. COLLECTION**
- 5.1 We will use reasonable endeavours to collect the Devices from the collection location, at a date and time agreed between the Parties.
- 5.2 Subject to clause 5.3, we will be responsible for all costs incurred in the carriage of the Devices, unless there is a delay in the collection of the Devices that can be attributed to you. In case of any such delay, you agree to reimburse us for any additional costs incurred as a result of the delay.
- 5.3 In certain circumstances we may charge you for the collection of the Devices. We will inform you in advance of the cost of collection and you must agree to these costs, in writing, and before we collect the Devices from you. In preparation of our collection of the Devices, you agree to prepare the Devices for collection in accordance with our instructions and ensure that the Devices are appropriately packaged for transport prior to the collection time agreed between the Parties. You agree to use reasonable care to ensure that all components of each Device are packaged together (particularly the Device and its battery) with that Device.
- 5.4 We will provide you with an email confirming the inventory we have collected within 7 days of arrival within our warehouse
- 5.5 You acknowledge and agree that any SIM cards or SD cards received by us during collection of the Devices will be destroyed. To the maximum extent permitted by law, we will not be liable for, and you waive and release us from any Liability arising as a result of the destruction of any SIM cards or SD cards received by us during the collection of the Devices.
- 5.6 Upon collection of the Devices, risk in the Devices will pass from you to us. Title in the Devices will remain with you until you have accepted a Final Offer in relation to the Devices.
- 5.7 If any Device is returned to you, at your request or in our discretion, risk in that Device will revert to you upon dispatch by us of the Device to you.
- 6. FINAL OFFER**
- 6.1 Following collection of the Devices, we will perform an assessment of the condition of the Devices. Each Device will be individually inspected and classified Graded by us as either "Good", "Fair", "Poor", "Damaged", "Fixed Rate" or "Beyond Economic Repair" ("BER") in accordance with Schedule A.

- 6.2 Based on this classification, we will make you a Final Offer (inclusive of GST) in consideration for the transfer of the title of the Devices to us.
- 6.3 You may accept or reject the Final Offer in whole or in part, and may elect to have any Device returned to you at our cost.
- 6.4 If you do not accept or reject a Final Offer within 5 Business Days of receipt of the Final Offer, you will be automatically deemed to have accepted the Final Offer.
- 6.5 Title in the Devices will pass to us upon your acceptance of the Final Offer.
- 6.6 With the Final Offer, we agree to provide you with a summary certificate confirming that the Graded Devices have been erased as appropriate.
- 6.7 Within 60 calendar days of your acceptance of our Final Offer, we agree to provide you with a certificate confirming that the Devices classified as "Beyond Economic Repair" have been recycled, as appropriate.
- 7. INVOICING AND PAYMENT TERMS**
- 7.1 Within 7 calendar days of your acceptance of our Final Offer, we agree to provide you with a Recipient Created Tax Invoice (**RCTI**) for the Final Offer. You agree that you will not issue tax invoices to us in respect of the Final Offer.
- 7.2 You may elect to receive payment for the Final Offer, and we agree to make payment against the RCTI of the Final Offer, as either:
- a credit on your Telstra Mobile account (**Telstra Bill Credit**); or
 - a direct payment to your nominated bank account via electronic transfer (**Electronic Transfer**).
- 7.3 Where you request payment as a Telstra Bill Credit, we will pay Telstra for your Devices, and Telstra will then apply that amount as a credit to the Telstra Account nominated by you and you will see it added as a one-off payment to your monthly bill under "Other Charges and Credits" following your acceptance of the Final Offer. You acknowledge and agree that it may take up to 2 calendar months for the Telstra Bill Credit to appear on your monthly Telstra bill.
- 7.4 You acknowledge and agree that the Telstra Bill Credit, once applied to your Telstra Account, cannot be refunded.
- 7.5 Where you request payment as an Electronic Transfer, we will make payment of the Final Offer to your nominated bank account within 30 days from the date of the RCTI
- 7.6 You acknowledge and agree that we are a Telstra partner. We are neither owned, operated nor controlled by Telstra. Under this Agreement, we are agreeing to purchase your Devices, not Telstra.
- 8. OBLIGATIONS AND WARRANTIES**
- 8.1 Each Party represents, warrants and agrees that:
- it has full legal capacity, right, authority and power to enter into this Agreement, to perform its obligations under this Agreement, and to carry on its business;
 - this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms;
 - it holds a valid ABN which has been advised to the other Party; and
 - it is registered for GST purposes.
- 8.2 You represent, warrant and agree:
- to comply with this Agreement and all applicable Laws;
 - you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes, or whether the Device will attract a particular Price), unless expressly stipulated in this Agreement;
 - that you (and to the extent applicable, your Personnel) will provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services;
 - that the information and documentation you provide to us is true, correct and complete;
 - that you will provide us and our Personnel with sufficient access, free from harm or risk to health or safety, to the collection location (including any facilities at the collection location), to enable us to collect the Devices, including at the dates and times that we may reasonably request;
 - you will not infringe any third party rights in working with us and receiving the Services;
 - you have removed all data, applications or information stored on or inserted into a Device prior to making the Device available to us for collection;
 - we will erase any and all data stored on a Device following collection, and may, in our discretion, perform a factory reset on the Device;
 - we will not be liable for any loss of or corruption to any data;
 - you are the true and rightful owner of, and have good title to, the Device, and you confirm that you are legally authorised to sell or dispose of the Devices in the manner contemplated in this Agreement; and
 - you are responsible for cancelling any network connection linked to each Device prior to collection. We will not be liable for any costs arising in relation to a network connection, before, during or after our collection of the Devices.
- 9. TERMINATION**
- 9.1 Either Party may terminate this Agreement, by providing the other Party with 2 Business Days written notice.
- 9.2 This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- the other Party (**Defaulting Party**) breaches a material term of this Agreement and that breach has not been remedied within 5 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - the Defaulting Party is unable to pay its debts as they fall due.

- 9.3 Upon termination or expiry of this Agreement:
- (a) we will immediately cease providing the Services;
 - (b) we will dispatch the Devices to be returned to you, or make payment for any Final Offers accepted prior to termination; and
 - (c) by you pursuant to clause 9.1 or by us pursuant to clause 9.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including legal fees, debt collector fees and mercantile agent fees).
- 9.4 The accrued rights, obligations and remedies of the Parties are not affected by termination of this Agreement.
- 9.5 This clause 9 will survive the termination or expiry of this Agreement.
- 10. YOUR CONSUMER LAW RIGHTS**
- 10.1 Certain legislation, including the Australian Consumer Law (ACL) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Services which cannot be excluded, restricted or modified (**Consumer Law Rights**). Nothing in this Agreement excludes your Consumer Law Rights as a consumer under the ACL.
- 10.2 You agree that our Liability for the Services is governed solely by the ACL and this Agreement.
- 10.3 Subject to your Consumer Law Rights, we exclude all implied warranties, representations and guarantees of any kind (whether statutory or otherwise), unless expressly stipulated in this Agreement.
- 10.4 This clause 10 will survive the termination or expiry of this Agreement.
- 11. LIABILITY**
- 11.1 Despite anything to the contrary, to the maximum extent permitted by law, you agree to indemnify us for any Liability arising as a result of or in connection with any claim from a third party that you are not legally authorised to sell or otherwise provide the Devices to us.
- 11.2 **Exclusion to Liability:** Despite anything to the contrary, to the maximum extent permitted by law, and subject to your Consumer Law Rights, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising as a result of or in connection with:
- (a) any loss of or corruption to any data;
 - (b) any event outside of our reasonable control (including a Force Majeure Event), and any failure to perform, or delay in the performance of, any of our obligations under this Agreement that is caused by events outside of our reasonable control.
- 11.3 **Limitation of Liability:** Despite anything to the contrary, to the maximum extent permitted by law, and subject to your Consumer Law Rights:
- (a) neither Party will be liable for any Consequential Loss;
 - (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
 - (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to \$100.
- 11.4 This clause 11 will survive the termination or expiry of this Agreement.
- 12. CONFIDENTIALITY**
- 12.1 Subject to clause 12.2, each Party must (and must ensure that its Personnel do) keep confidential, and not use or permit any unauthorised use of, all Confidential Information.
- 12.2 Clause 12.1 does not apply where the disclosure is required by law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that you ensure the adviser complies with the terms of clause 12.1.
- 12.3 This clause 12 will survive the termination or expiry of this Agreement.
- 13. GENERAL**
- 13.1 **Amendment:** This Agreement may only be amended in writing and as agreed by the Parties.
- 13.2 **Assignment:** Subject to clause 13.3, a Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 13.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.
- 13.4 **Disputes:** A Party may not commence court proceedings relating to any dispute arising from this Agreement (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction, or will operate to prevent a Party from taking steps to recover any debt.
- 13.5 **Entire agreement:** Subject to your Consumer Law Rights, this Agreement contains the entire understanding between the Parties, and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in this Agreement, and this Agreement supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 13.6 **Force majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed

to by a Force Majeure Event. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.

- 13.7 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.
- 13.8 **Governing law:** This Agreement is governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 13.9 **Joint and several Liability:** Where you constitute two or more individuals or entities, you will each be jointly and severally liable under this Agreement.
- 13.10 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 13.11 **Online execution:** This Agreement may be executed by means of such third-party online document execution service as we nominate, subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
- 13.12 **Precedence:** To the extent there is any ambiguity, discrepancy or inconsistency in or between the terms of the Agreement and the Quote, the Quote will prevail.
- 13.13 **Privacy:** Each Party agrees to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines (**Privacy Act**). To the extent that we receive any personal information (as defined in the Privacy Act) with the Devices, we will handle that personal information in accordance with our Privacy Policy.
- 13.14 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 13.15 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.
- 14. INTERPRETATION & DEFINITIONS**
- 14.1 Words like including and for example are not words of limitation.
- 14.2 In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Quote, and:

Agreement means these terms and conditions, which includes the Quote, and any documents attached to, or referred to in, each of them.

Business Days means a day on which banks are open for general banking business in Victoria, excluding Saturdays, Sundays and public holidays.

Confidential Information includes information which:

- (a) is disclosed to a Party in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to the disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the receiving Party receives that information.

Device means any device we agree to purchase from you, as listed in the Quote or as otherwise agreed between the Parties.

Final Offer means the final amount we will offer you in exchange for the Devices.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

GST has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price set out in the Quote for the purchase by us of the Devices from you.

Privacy Policy means our privacy policy available at [Moorup-Privacy-Policy.pdf](#)

Quote means the quote (including any online quote) or email arranging collection to which this Agreement is attached by reference.

Services means the collection, assessment, secure data erasure and or recycling of your Devices for the purpose of facilitating our purchase of the Devices, and as further particularised in the Quote.

Telstra means Telstra Corporation Limited ACN 051 775 556 and any of its affiliated entities from time to time.

SCHEDULE A – GRADING TABLE

Feb 2023

GRADE	Good	Fair	Poor	Fixed Rate	Beyond Economic Repair
Cosmetic	<ul style="list-style-type: none"> Faint to light marks on screen or casing, but no chips, dents or cracks No wear and tear on viewing part No missing or alternative parts No sign of liquid damage - liquid contact indicator/s not tripped or missing Customized housing and aftermarket covers not allowed 	<ul style="list-style-type: none"> Up to 15 shallow scratches/marks anywhere on the screen Prominent scuff marks (not allowed on viewing part of screen) No chips/cracks on the screen Minor chips/dents on back cover, housing and corners allowed, but no cracks No missing or alternative parts No sign of liquid damage - liquid contact indicator/s not tripped or missing Customized housing and aftermarket covers not allowed 	<ul style="list-style-type: none"> Excessive (>15) screen abrasions and/or scratches Single small crack/chip on screen (not on viewing part, must not present a safety hazard) Visually distracting marks allowed Chips, dents and/or cracks to housing allowed Display delamination, display popped Minor parts such as SIM tray can be missing Signs of liquid damage allowed Battery cannot be swollen Customized housing and aftermarket covers allowed 	<ul style="list-style-type: none"> Screen, casing and/or camera cannot be shattered (cracks and/or chips are ok) Not have missing parts or a bent casing No change to Liquid contact indicator 	<ul style="list-style-type: none"> Presents Safety Hazard Defective / swollen battery, high temperature during use, fails to charge >1 crack to front screen and/or crack to rear glass/camera lens Bent and/or crushed screen or casing Non-standard or non-genuine parts SIM tray jammed Port, jack or connector corrosion/bent pins or broken Screen lifting
Functional	<ul style="list-style-type: none"> Functional test passed (power, display, touch, charge, camera, buttons) Battery health $\geq 80\%$ No Activation Lock (e.g., FMIP, Android lock etc) No screen, pin, passcode, network or SIM locks No Remote Management No Device Enrolment No LCD deterioration Consumer data can be erased Clean IMEI 	<ul style="list-style-type: none"> Functional test passed (power, display, touch, charge, camera, buttons) Battery health $\geq 80\%$ No Activation Lock (e.g. FMIP, Android lock etc) No screen, pin, passcode, network or SIM locks No Remote Management No Device Enrolment Faint LCD deterioration allowed Consumer data can be erased Clean IMEI 	<ul style="list-style-type: none"> Minor functional test failed and/or electrical part issues Battery Health $\geq 25\% < 80\%$ No Activation Lock (e.g., FMIP, Google account lock etc) No screen, pin, passcode, network or SIM locks No Remote Management No Device Enrolment Touch ID, Face ID failure allowed Hard to use or partially cracked (but functional) home/power button Slow response touch screen allowed Moderate LCD deterioration allowed (e.g., screen burn) Consumer data can be erased Clean IMEI 	<ul style="list-style-type: none"> Device cannot be Activation, MDM or SIM Locked All device functionality tests must pass 	<ul style="list-style-type: none"> Major functional test failed and/or electrical part issues Locked device (FMIP, Android, screen, pin, passcode, network, SIM etc.) Remote management or device enrolled Battery Health $< 25\%$ Non-responsive touch screen Cannot wipe (unable to erase consumer data/cannot reset device) LCD damage / bleeding and/or non-functioning display Home/power button not functioning

Note: For certain device models, where the device does not meet either the Good, Fair, Poor or Fixed Rate criteria, **we may** make an offer on Damaged or Faulty device/s, in lieu of grading the device as Beyond Economic Repair and Recycling the device/s.