

PART 1 – GENERAL TERMS & CONDITIONS

1. Definitions

In these Terms:

- “Agreement” means these General Terms together with any applicable Schedule(s) and the Order Form.
- “Business Day” means a day other than a weekend or public holiday in England & Wales.
- “Charges” means all fees payable by the Customer as set out in the Order Form.
- “Customer” means the business purchasing Deliverables from us.
- “Deliverables” means the Products and/or Services supplied under the Agreement.
- “Order Form” means the written quotation, proposal, email confirmation, or purchase order accepted by us.
- “Products” means goods supplied, including refurbished hardware or bespoke accessories.
- “Services” means ITAD services or other services we provide.
- “we/us/our” means iGo Life Limited (company no. 14920625).

2. Basis of Contract

- 2.1. These Terms apply to all Deliverables unless expressly varied in writing.
- 2.2. By placing an order, the Customer agrees to be bound by this Agreement.
- 2.3. This is a business-to-business contract only. Consumer rights do not apply.
- 2.4. If there is any conflict: Order Form → Schedule → General Terms.
- 2.5. Business-to-Business Transactions Only. This Agreement applies exclusively to business-to-business (B2B) transactions. We do not sell to consumers, and the Customer confirms that it is purchasing the Deliverables in the course of its business. Consumer protection legislation, including the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013, does not apply.

3. Deliverables

- 3.1. We will supply the Deliverables with reasonable skill and care.
- 3.2. For refurbished hardware, grading definitions and warranties are set out in Schedule 1.
- 3.3. For ITAD services, processes and responsibilities are set out in Schedule 2.
- 3.4. For bespoke accessories, approval processes and return restrictions are set out in Schedule 3.
- 3.5. Time is not of the essence unless expressly agreed in writing.

4. Ordering & Acceptance

- 4.1. A binding contract is formed when we confirm acceptance in writing or deliver the Deliverables.
- 4.2. Quotations remain valid for 7 days unless stated otherwise.
- 4.3. Any Customer terms are excluded unless expressly accepted by us.
- 4.4. Charges for Deliverables shall be those set out in the relevant Order Form or confirmed in writing by email from an authorised representative of the Customer.

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4.5. An order shall be treated as authorised where it is placed from a business email address associated with the Customer's organisation, unless the Customer has previously notified us in writing that such individual is not authorised to place orders.

4.6. The Customer is responsible for ensuring that its employees, contractors, or agents who place orders are authorised to do so, and the Customer shall remain liable for all orders placed using its business email domain.

4.7. Verbal instructions or telephone orders will not constitute a binding order unless confirmed in writing via email or Order Form.

4.8. Once accepted by us in writing, all orders are binding and chargeable in accordance with this Agreement.

5. Delivery & Inspection

5.1. Delivery dates are estimates.

5.2. Risk passes on delivery.

5.3. The Customer must inspect Products within 48 hours of delivery.

5.4. Any issues must be reported within that window with evidence.

5.5. Failure to do so constitutes acceptance.

Inspection and DOA claims are subject to the processes in Schedule 1 (RMA Process).

6. Title & Risk

6.1. Risk passes at delivery.

6.2. Title passes only when all sums owed are paid in full.

6.3. Until title passes, the Customer must:

- store Products securely,
- keep them identifiable,
- not resell or encumber them without permission.

7. Customer Responsibilities

The Customer shall:

- provide accurate information,
- cooperate with us in good faith,
- comply with applicable laws (including data protection for ITAD assets),
- ensure authorised representatives are present for collections or approvals,
- back up data before supplying devices (where applicable).

8. Charges & Payment

8.1. Charges for Deliverables shall be those set out in the Order Form, or where no Order Form is issued, as confirmed in writing by email from an authorised representative of the Customer. All such confirmations are binding.

8.2. Payment terms are strictly 7 days unless otherwise agreed.

8.3. Late payments accrue interest at 5% above HSBC base rate.

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8.4. All Charges are exclusive of VAT.

8.5. No set-off is permitted.

9. Warranty

9.1. Warranty terms for refurbished hardware are in Schedule 1.

9.2. Warranty remedies are limited to repair, replacement, or refund at our discretion.

9.3. No warranty applies where the Customer or its end users:

- misuse or damage goods,
- remove labels or IMEIs,
- open devices,
- fail to follow written instructions.

Warranty exclusions for refurbished hardware are set out in Schedule 1 and include, without limitation, misuse, physical or liquid damage, tampering, and removal of IMEI labels.

No warranty applies to bespoke accessories or ITAD services unless expressly stated in Schedule 2 or 3.

9.4. Evidence may be required for any claim.

10. Data Protection

10.1. Each party will comply with UK GDPR and the Data Protection Act 2018.

10.2. For ITAD services:

- The Customer is Data Controller.
- We are Data Processor.
- Full Processor obligations are set out in Schedule 2.

11. Intellectual Property

11.1. Each party retains its pre-existing IP.

11.2. Customer-supplied artwork remains Customer property.

11.3. Our templates, proofs, tooling, and production files remain our property.

11.4. Customer warrants that supplied artwork does not infringe any third-party rights and indemnifies us against all claims.

12. Liability

12.1. Nothing limits liability for death, personal injury, fraud, or any liability that cannot be excluded by law.

12.2. We are not liable for:

- loss of profit, revenue, or business,
- indirect or consequential loss,
- loss arising from Customer data not backed up,
- loss due to inaccurate asset descriptions (ITAD).

12.3. Liability caps apply per Schedule:

- Hardware (Schedule 1) → capped at invoice value of the affected Products.

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- ITAD (Schedule 2) → capped at £5,000 per contract year.
- Bespoke (Schedule 3) → capped at the Charges paid for the relevant Order.

12.4. Overall cap:

In no circumstances shall our total aggregate liability exceed £2,000,000, being our Public & Products Liability insurance limit.

13. Termination

13.1. Either party may terminate for material breach not remedied within 14 days.

13.2. We may terminate immediately if the Customer becomes insolvent.

13.3. Upon termination:

- all Charges become due,
- Customer must return our property,
- outstanding warranties remain subject to these Terms.

14. Confidentiality

Both parties must keep each other's confidential information secure and not disclose it except as required by law.

15. Governing Law

This Agreement is governed by the laws of England & Wales, and the parties submit to the exclusive jurisdiction of its courts.

SCHEDULE 1 – IGO FULFILMENT (REFURBISHED HARDWARE)

1. Product Grading

- Grade A: Excellent condition.
- Grade B: Good condition.
- Grade C: Functional with heavier wear.
- Grade D: Faulty, not sold wholesale.

2. Warranty

- 12 months RTB for Grades A–C.
- Does not cover physical damage, liquid damage, tampering, or removed IMEIs.

3. Returns

- No returns for buyer error or change of mind.
- DOA claims accepted within 48 hours.

4. RMA Process

4.1. All warranty or DOA return requests must be submitted via our RMA portal at:

<https://i-go.life/fulfilment-support/>.

Requests submitted in any other format will not be accepted.

4.2. Once a claim is submitted, our team will contact you within one business day to confirm next steps and arrange collection or provide return instructions. Devices are typically assessed within five working days of arrival at our facility. If the fault is covered under warranty, we will repair or replace your device and return it to you as promptly as possible.

4.3. Each RMA request must include:

- IMEI numbers,
- a full description of the fault,
- photographic/video evidence where applicable.

4.4. Devices must be returned **user-unlocked** (iCloud / Samsung / Google / MDM / passcode).

If a device is returned locked in any way, we will **return it to the Customer in the same condition, and the Customer may be charged the return shipping costs.**

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4.5. All returned units must be in the **same physical condition** as originally supplied.

If a returned device is found to be in **worse cosmetic or functional condition** than when supplied, we reserve the right to:

- **reject the RMA,**
- **return the unit, or**
- **apply a partial credit** reflecting the reduced value, at our sole discretion.

4.6. All IMEI labels and identifiers must remain intact; removal may void the warranty and the RMA may be rejected.

4.7. Approved RMA returns must be shipped using a tracked service.

Risk remains with the Customer until the device is received by us.

4.8. Upon inspection, we may at our discretion:

- repair the device,
- replace it with an equivalent unit,
- issue a credit note (full or partial), or
- return the device if no fault is found.

4.9. Where “no fault found”, the device will be returned to the Customer and return costs may be charged.

5. Liability (Hardware)

Liability is capped at the invoice value of the affected Products, not exceeding the overall limit in the General Terms.

SCHEDULE 2 – IGO RECYCLE (ITAD)

1. Scope of Services

We provide certified IT asset disposal services, including collection, secure data destruction, and environmentally responsible recycling. Free collection is available, subject to the terms outlined in this agreement.

Services include:

Administration: Collection requests, waste transfer notice and waste certificate of destruction.

Transport: Asset collection is managed by our trusted and experienced agents and staff, ensuring responsible handling and accountability throughout the process. Our commitment to professionalism and integrity gives customers confidence in the safe management of their IT assets

Data Processing: Identification, traceability, and erasure/destruction of data-bearing media.

Asset Recycling: Refurbishment of viable assets and recycling of non-reusable materials.

4.2. We provide IT Asset Disposal (ITAD) certification within 28 days, ensuring prompt and reliable service for our customers. Please note that during periods of high demand, such as Windows end-of-life, school holidays, or the Christmas break, processing times may be extended.

2. Free Collection

Free collection is provided if all of the below points are met:

- ✓ The items match the described assets.
- ✓ A pre-agreed free collection was scheduled.

The collection is scheduled at a mutually agreed time and location.

If collected assets do not match descriptions, a £500+VAT fee may apply.

If assets are deemed as scrap/recycle value only, a collection charge may apply if collection costs exceed scrap value. Generally, if there are at least 25 qualifying assets, collection is free.

3. Customer Responsibilities

- provide accurate asset lists,
- ensure site access,
- have authorised signatory present,
- give 24-hour cancellation notice,
- remain Data Controller.

4. Data Protection

- We act as Data Processor.

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- We delete/wipe data to industry standards.
- Certificate of destruction provided within 28 days (subject to high-volume periods).
- Customer responsible for ensuring lawful data supply.

5. Liability

Liability for direct loss or damage is capped at £5,000 per contract year, as per your existing ITAD terms.

No liability is accepted for:

- loss of data, software, or business interruption,
- incorrect asset descriptions,
- missed signatories or access issues.

SCHEDULE 3 – IGO BESPOKE (CUSTOM ACCESSORIES)

1. Artwork & Approvals

- 1.1. Customer must supply artwork in approved formats.
- 1.2. We will provide proofs for approval.
- 1.3. Production only begins after written approval.
- 1.4. Colour and print tolerances apply (industry standard $\pm 10\%$).

2. Tooling & IP

- 2.1. Tooling, molds, dies, and production files remain our property.
- 2.2. Customer retains rights to their own logos and artwork.
- 2.3. Customer warrants they own or have rights to all supplied artwork.
- 2.4. Customer indemnifies us against all IP-related claims.

3. MOQs & Variance

- 3.1. MOQs apply as stated in the Order Form.

4. Delivery

Lead times begin after artwork approval and payment.

5. Returns

Custom goods are non-returnable except defects. Because goods are customised:

- no returns or cancellations once production begins,
- defective items will be repaired or replaced.

6. Liability

Liability is capped at the Charges paid for the relevant Order, subject to the overall £2m cap.

SCHEDULE 4 – IGO TRADE IN (DEVICE BUY-BACK)

IGo Trade In is a trading name of IGO LIFE LIMITED. These terms govern all device sell orders placed through <https://www.igotradein.co.uk/> (“the Site”). By placing an order, you confirm you have read, understood, and agreed to be bound by these terms.

1. Eligibility & Contract Formation

1.1. The Site is intended solely for use by businesses registered in England, Scotland, Wales, and Northern Ireland. We do not accept sell orders from consumers or individuals acting in a personal capacity.

1.2. A binding contract is formed once we receive your sell order. By placing an order, you confirm that:

- you are authorised to act on behalf of the registered business;
- your business is based in Great Britain or Northern Ireland;
- you own all legal rights, title, and interest in the device(s) you are selling; and
- you are legally capable of entering into a binding contract.

1.3. Ownership of device(s) transfers to us once received, assessed, and payment issued. This contract cannot be cancelled once device(s) have been sent to us, unless the device does not meet our stated conditions.

2. Device Grading Criteria

2.1. All devices (including mobiles, tablets, laptops, MacBooks, gaming consoles, Nintendo Switch, and smartwatches) must match the make and model stated in the sell order and meet the applicable grade criteria below. Do NOT send accessories or original boxes – these will not be returned.

Excellent – No scratches on screen or housing; no cracks, dents, scuffs, or dead pixels; fully functional; battery health at least 80%; UK model with original software; not jailbroken, rooted, or modified.

Good – May show signs of use (scratches, scuffs, minor dents); no liquid damage or screenburn; fully functional; battery health at least 80%; UK model with original software; not jailbroken, rooted, or modified.

Faulty – Has a functional fault or is physically damaged. Includes but is not limited to: cracked screen or housing, liquid damage, battery health below 80%, does not power on or charge, Touch ID / Face ID / NFC not working, non-UK variant, or modified/jailbroken/rooted device.

2.2. Device-specific grading criteria (for mobiles, tablets, laptops/MacBooks, gaming consoles, Nintendo Switch, Nintendo Switch Lite, and smartwatches) are published on the Site and incorporated into these terms by reference.

2.3. We cannot accept devices that are barred, FMI/account locked, tampered with, or missing internal components. If we are unable to wipe a device (e.g. it does not power on), we may recycle it but cannot offer payment.

3. Pricing & Revised Offers

3.1. Prices quoted on the Site are subject to change without notice. All quoted prices exclude VAT.

3.2. Quoted prices are guaranteed for 14 days from the “Order Approved” date. If devices are received after this period, the current market price at time of receipt will apply.

3.3. If a device does not meet our stated grade criteria, we will contact you by email with a revised offer. You will have 14 days to accept or decline. If no response is received within 14 days, the revised offer is automatically accepted and payment processed accordingly.

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3.4. If you decline a revised offer, we will return the device at a return fee of £5 per device to cover processing and shipping. If a second delivery attempt fails and we receive no contact within 7 days, payment will be processed at the amended offer price.

4. Postage, Packaging & Collection

4.1. Devices must be packaged in accordance with our packaging instructions (available on the Site) to ensure safe delivery.

4.2. Posting options include Royal Mail and iGo Trade In collection. Coverage limits apply:

- £100.00 with DPD;
- £150.00 with Royal Mail Tracked 48; and
- £750.00 with Royal Mail Special Delivery (subject to you filing the claim).

4.3. For orders with a value of £2,500+VAT or more, we may offer a free-of-charge collection via our insured collection agent. Registered deliveries should be sent to: Unit 3 Platform Business Park, Bert Smith Way, Market Drayton, Shropshire, TF9 3GY.

4.4. We do not accept responsibility for loss of goods from third-party postal providers but will assist where able.

5. Payment

5.1. Payment is by bank transfer or credit on account, as selected when placing the sell order using valid business account details. This payment method cannot be changed once the order is submitted.

5.2. Provided devices meet our terms, payment will be issued within 14 business days of receipt. We will notify you by email where delays occur due to events outside our control.

5.3. Bank transfers can only be made to account details submitted at the time of order. We cannot recall or reissue a bank transfer once payment has been made.

6. Lost, Stolen & Counterfeit Devices

6.1. We check every device's IMEI or serial number against the CheckMEND database. Any device flagged as lost or stolen will be quarantined for 28 days and payment withheld.

6.2. If a device remains flagged after 28 days, we are legally required to retain it, surrender it to police or other law enforcement, or responsibly dispose of it. No payment will be made for such devices.

6.3. If we have already paid for a device later found to be lost, stolen, or otherwise encumbered, you must reimburse us in full within 3 business days of written request. We may set off any amounts owed against payments due to you.

6.4. If a counterfeit device is received, no payment will be made. You will be responsible for return postage costs, or the device will be responsibly disposed of. If we receive no contact within 15 days, the device will be automatically recycled.

7. Activation Locks & Stolen Device Protection

7.1. If a device is activation locked, we will contact you with instructions to remove the lock. Devices will be held for a maximum of 42 days from the date of initial testing. If no contact is received within this period, the device will be responsibly recycled and the order processed at the adjusted price for activation-locked devices (£0).

7.2. If a device is received with Apple Stolen Device Protection or Android Theft Protection enabled, we will be unable to process payment. The device will be returned to you subject to a £5 charge per device.

8. SIM Cards

8.1. You are responsible for cancelling any airtime contract associated with your device and for removing your SIM card before sending the device to us. We accept no liability for any call, text, data, or other charges incurred before, during, or after receipt of your device.

8.2. Any SIM cards received by us are non-returnable.

9. Data Handling

9.1. The Customer remains the Data Controller and is responsible for all personal and confidential data on assets until secure erasure or destruction has been formally completed by iGo Trade In. We act as Data Processor in compliance with UK GDPR and the Data Protection Act 2018.

9.2. Certified data erasure or destruction will be completed within 28 working days of asset receipt. A certificate of destruction will be provided upon completion.

10. Asset Recycling & Environmental Compliance

10.1. Viable assets may be refurbished for resale or reuse. Non-viable materials will be recycled in accordance with environmental and regulatory standards.

10.2. We hold Waste Registration Number CBDU531660 and T11 Exemption EXP/ZP3547YH, and are certified to ISO 9001, ISO 14001, and ISO 45001.

11. Liability

11.1. iGo Trade In shall not be held liable for losses arising from incorrect or misleading asset descriptions provided by the Customer, delays caused by failure to remove activation locks or provide access, or indirect, incidental, or consequential losses including loss of profit, business, or data.

11.2. Our total liability for direct loss or damage arising under each contract year is limited to £5,000, subject to the overall £2,000,000 aggregate cap in the General Terms.