

2021



Celina Independent School District

Quote No: 13002



Diamond Assets – Quote

Trade-Up Type: Education
Quote Number: 13002
Quote Issued: 5/26/2021
Quote Expiration: 7/30/2021

Diamond Assets – Contact

Mark Rand
1850 Putman Parkway
Milton, WI 53563
mark.rand@diamondassets.com
(469) 713-4070

Customer – Contact

Celina Independent School District
Marilyn Chamberlin
205 S. Colorado Street
Celina, TX 75009
marilynchamberlin@celinaisd.com
(469) 742-9118

Description	Model Number	Quantity	Value	Total Value
iMac 21.5" Retina - Mid 2017	MNDY2LL/A	288	\$415.00	\$119,520.00
iPad 5 - 32GB	MP2F2LL/A	90	\$145.00	\$13,050.00
iPad 6 - 32GB	MR7F2LL/A	3200	\$190.00	\$608,000.00
MacBook Air 13" - Late 2018	MRE82LL/A	250	\$515.00	\$128,750.00
MacBook Pro 13" - Mid 2017	MPXR2LL/A	50	\$440.00	\$22,000.00
			Total:	\$891,320.00
			Minimum Guaranteed Value:	\$650,000.00

All Units above quoted for Grade A (Grading Scale Below)
Grade B 15% Deduction
Grade C 30% Deduction
Grade D 50% Deduction
Grade F 95% Deduction

See Exhibit B for minimum guarantee terms and conditions.

Authorized Signature: _____

Date: _____

*This quote is based on current market values and is based off all units being in good cosmetic and working condition with original accessories included. If units are not in good condition or accessories are missing or nonfunctional standard deductions will apply. All information in this quote is confidential and property of Diamond Assets LLC.

Terms and Conditions

The terms and conditions (the "Terms") set forth herein are binding upon "Customer," which has acknowledged and agreed to the Terms by electing to accept the same via signature, email, electronic, or other means. Diamond Assets, in its sole discretion, reserves the right at any time to change these Terms.

- (1) Quote
 - a. Diamond Assets has or will purchase used Apple and other products and devices (the "Devices") from Customer as set forth and evidenced by a quote or purchase order (the "Quote"). Quotes are valid for 30 days from the date listed thereon.
 - b. The Quote is a reflection of the information provided by Customer with the assumption that the Devices are in Grade A condition, as set forth and defined in Exhibit A. Upon completion of the evaluation (as forth below), device deductions, updated information and values for Devices will be provided to Customer in the Evaluation Report (the "Report").
 - c. Devices must be received at Diamond Assets' facilities within 30 days of Customer's acceptance of a Quote or the Quote will be invalid and the pricing set forth therein may be altered at Diamond Assets' discretion.
- (2) Pickup/Mail-in
 - a. Title to the Devices and risk of loss is transferred and conveyed to Diamond Assets, in the case of pick-up, when loaded onto Diamond Assets' freight carrier or commercial delivery service; or in the case of mail-in, when picked-up by the carrier. Devices will not be returned once transfer of ownership is complete.
 - b. All packaging and palletizing services are conducted at Customer's facility.
- (3) Evaluation, Evaluation Report, and Payment
 - a. Customer shall, prior to pick-up or mail-in, remove all Devices from the following locks e.g.:
 - i. Apple Business Manager or Apple School Manager (DEP)
 - ii. Mobile Device Management (MDM)
 - iii. Activation Lock
 - iv. Firmware Passwords
 - v. Cellular identified locks e.g. IMEI, Carrier, Financial, Blacklists
 - vi. Failure to remove devices from lock statuses will result in device non-payment.
 - b. Diamond Assets will, upon receipt, evaluate and grade the Devices pursuant to the grading scale set forth in Exhibit A and will count and inspect all accessories.
 - c. Diamond Assets will erase and remove any and all customer information from the Devices. Non-functional devices will be recycled to R2 Standards.
 - d. Diamond Assets will provide the Report to Customer, through its designated contact, which will include serial numbers, grades, and deductions for all Devices that it received. Diamond Assets will review the Report with Customer upon Customer's request.
 - e. Diamond will pay Customer the final amount set forth in the Report within sixty (60) days of the transfer of ownership of the Devices. Payment terms may be delayed as a result of untimely response or resolution by Customer.
- (4) Customer Representations and Warranties. By agreeing to these Terms, Customer represents and warrants to Diamond Assets as follows:
 - a. Customer has full power and authority to own and sell the Devices as set forth in the Quote as well as at time of pick-up or mail-in service, released by signature authorization. Customer has good and marketable title to the Devices and title to all of the Devices will be transferred to Diamond Assets, free and clear of all liens and encumbrances.
 - b. Agreement to these Terms and the consummation of the transactions contemplated hereunder and any Quote have been and will be duly authorized and the individual signing below or otherwise agreeing to these Terms has full right, power, authority and capacity to enter into these Terms and to any Quote, whether prior to the date hereof or hereafter. Consummation of the transaction contemplated by these Terms or any Quote will not result in the breach of any term or provision of any agreement, contract, financing arrangement these Terms or any Quote will not result in the breach of any term or provision of any agreement, contract, financing arrangement, lease or other agreement to which Customer is a party, except to the extent that any such breach would not have a material adverse effect.
 - c. There are no contracts of any kind relating to the management, leasing, licensing, operation, maintenance or repair of the Devices.
 - d. To Customer's knowledge, there are and will be no material violations of any federal, state, county or municipal statutes, laws, codes, ordinances, rules, regulations, orders, decrees and directives, relating to the Devices.
 - e. There is no claim, litigation, proceeding or governmental investigation pending or, to the best knowledge of Customer, threatened against or relating to the Devices or against Customer which affects its ownership of the Devices.
 - f. No person has any right of first refusal or any option to acquire title to the Devices.
- (5) **DISCLAIMER OF WARRANTIES. ANY SERVICES PROVIDED BY DIAMOND ASSETS HEREUNDER OR PURSUANT TO ANY QUOTE ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND ASSETS DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES IT PROVIDES WILL MEET CUSTOMER'S REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE SHORTEST DURATION PERMITTED BY LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE.**

- (6) LIMITATION OF LIABILITY. IN NO EVENT WILL DIAMOND ASSETS, OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OR SERVICES TO BE PROVIDED UNDER ANY QUOTE, WHETHER THE ACTION IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY OR CONFIDENTIALITY RIGHTS OR OTHERWISE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- (7) Compliance. Diamond Assets reserves the right to take steps Diamond Assets believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to Diamond Assets' right to cooperate with any legal process relating to Customer or the Devices. Customer acknowledges and agrees that Diamond Assets has the right, without liability to customer, to disclose any registration data and/ or account information to law enforcement authorities, government officials, and/or a third parties, if, in Diamond Assets' reasonable discretion, it believes it is necessary to comply with any law, rule, or regulation, or with these Terms.
- (8) Indemnification. Customer will indemnify, defend and hold harmless Diamond Assets and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the costs of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party, relating to/arising out of or resulting from any claim of a third party or Customer or arising out of or occurring in connection Customer's obligations under these Terms or arising out of a breach of the representations and warranties made by it herein. Customer will not enter into any settlement without Buyer's or Indemnified Party's prior written consent.
- (9) Entire Agreement. These Terms, including and together with any related exhibits, schedules, attachments, appendices, and Quotes, constitute the sole and entire agreement of Customer and Diamond Assets with respect to the subject matter contained herein and any Quote, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
- (10) Survival. Subject to the limitations and other provisions of these Terms, the representations and warranties of the Seller contained herein shall survive the expiration or earlier termination of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive indefinitely.
- (11) Severability. If any term or provision of these Terms is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (12) Waiver. No waiver by Diamond Assets of any of these Terms shall be effective unless explicitly set forth in writing and signed by Diamond Assets. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- (13) Cumulative Remedies. All rights and remedies provided in hereunder are cumulative and not exclusive, and the exercise by Diamond Assets of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.
- (14) Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties to these Terms and their respective permitted successors and permitted assigns.
- (15) No Third-Party Beneficiaries. This Agreement benefits solely the parties to these Terms and their respective permitted successors and assigns and nothing herein, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- (16) Choice of Law; Venue. These Terms, including all exhibits, schedules, attachments and appendices attached hereto, and all Quotes and other matters arising out of or relating to these Terms, are governed by, and construed in accordance with, the laws of the State of Wisconsin. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the Circuit Court of Rock County, Wisconsin.
- (17) Costs of Collection. In the event of any action between the parties seeking enforcement of any of the terms and conditions of set forth herein or a Quote(s), the prevailing party in such action will be awarded, in addition to damages, or injunctive or other relief, its reasonable costs and expenses, including but not limited to, costs and reasonable attorney's fees.

Exhibit A: Grading Matrix & Deductions

The evaluation and grading of Devices, as set forth in the Report, will be based upon the grading scale set forth below.

A	B	C	D	F
Unit is Like New Condition	Product is in Good Working Condition	Product is in Fair Working Condition	Product is in Poor Working Condition	Device is Functionally Defective or Broken
<ul style="list-style-type: none"> Contains no blemishes or defects. 	<ul style="list-style-type: none"> Minor Wear or Stress Markings on Casing Light Surface Scratches on Casing Minor Dent in Corner, but not combined with other major defects Single Dead Pixel 	<ul style="list-style-type: none"> Moderate Wear or Stress Markings on Casing Moderate Surface Scratches on Casing Dented Corners Dead Pixels Scratches on Screen 	<ul style="list-style-type: none"> Severe Wear or Stress Markings on Casing Severe Surface Scratches on Casing Product Contains Noticeable LCD Blemishes Including Multiple Dead Pixels Multiple Severe Dents 	Defective or Broken Items <ul style="list-style-type: none"> Screens Trackpads Hinges Buttons Logic Boards Storage RAM Battery Keyboard Ports Cameras Audio Network Connectivity

*Grading is not limited to conditions above.

Accessory Deductions	Device Deductions	Mail-in Services
Non-OEM, missing, or non-functional accessories <ul style="list-style-type: none"> a. \$5.00 iPad or iPhone power adapter b. \$4.00 iPad or iPhone charging cable c. \$30.00 Laptop power adapter d. \$10.00 USB-C cable e. \$40.00 USB-C power adapter f. \$10.00 Desktop power cord g. \$25.00 iMac keyboard h. \$25.00 iMac mouse 	Missing or non-functional items <ul style="list-style-type: none"> a. \$10.00 Mac feet or screws b. \$15.00 Mac keyboard missing single key c. \$50.00 Mac keyboard missing multiple keys d. \$10.00 Apple Engraving e. \$5.00 Case removal f. \$2.00 iOS, iPadOS, macOS device locks g. \$5.00 Mac Firmware locks h. \$45.00 Non-Apple engraving - Mobile i. \$90.00 Non-Apple engraving - Laptop j. \$90.00 Non-Apple engraving - Desktop 	Structure for shipping and packaging <ul style="list-style-type: none"> a. \$25.00 Fewer than 20 iPads b. \$25.00 Fewer than 44 iPhones/iPods c. \$25.00 Fewer than 10 mac Mini d. \$25.00 iMacs - each e. \$50.00 Fewer than 20 11" MacBook Airs f. \$50.00 Fewer than 10 13" MacBook Airs g. \$50.00 Fewer than 10 MacBook Pros h. \$20.00 Unreturned Packaging

Encumbrances

Apple Business Manager / Apple School Manager (DEP), MDM, Activation Lock, Cellular Locks e.g.

- a. Diamond Assets does a preliminary evaluation of devices to ensure devices are free and clear of encumbrances. If devices are found to have encumbrance(s), Diamond Assets will notify the customer for resolution.
- b. Customer has a 48-hour grace period to remove devices from these encumbrance(s).
- c. After 48 hours, a processing fee of \$2.00 per device will deducted from final payment. If more than 50 percent of the order has an encumbrance, a \$2.00 charge per device will be assessed for the entire order. Deduction is applied per encumbrance.
- d. Diamond Assets provides a serial number manifest for removal purposes.
- e. Customer will confirm removal before processing continues.
- f. Any device not removed within 10 days will result in non-payment and device will be recycled.
- g. Any device re-enrolled after payment may result in bill for value of device.

Mac Firmware Passcode

- a. If a device is received with a Firmware Passcode the Customer will supply the passcode within 48-hours, for removal by Diamond Assets.
- b. If a device has a Firmware Password enabled at the time of pickup or mail-in, a fee of \$5.00 per device will be deducted from the quote price.
- c. If more than 50 percent of the order is in Firmware, a \$5.00 charge per device will be assessed for the entire order.
- d. If a Firmware Passcode cannot be resolved it will result in non-payment for the device.

Exhibit B: Minimum Guaranteed Value Terms and Conditions

Diamond Assets provides a "Minimum Guarantee" pursuant to the following:

Actual Devices Received

- a. The Minimum Guarantee provided in a Quote is based on Device models and quantities provided by Customer and is adjusted based upon the actual Device models and quantities received by Diamond Assets.

Functionally Defective or Broken Devices

- a. The Minimum Guarantee is contingent upon no more than 25% of the Devices grading as functionally defective or broken. If more than 25% of the Devices are deemed functionally defective or broken as set forth on the Report the Minimum Guarantee will be adjusted to reflect normal grading.

Non-OEM, Missing, Damaged or Non-Functional Accessories

- a. Minimum Guarantee is contingent upon no more than 25% of Device accessories being classified as non-OEM, missing, damaged or non-functional. If more than 25% of Device accessories are deemed non-OEM, missing, damaged or non-functional, the Minimum Guarantee will be adjusted to reflect normal grading.

Devices in Lock Status

- a. Minimum Guarantee is contingent upon all Devices being free and clear of lock statuses prior to pick-up or delivery. If devices are found to be in a lock status, minimum guaranteed value will be subject to change based on normal deductions.
- b. See Terms and Conditions.