



SecondLifeMac

# Buyback Quote

Number: 00010682

Date: 2/14/25

Signature due by: 2/28/25

Receive products by: 3/31/25

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## Confidentiality

This Purchase and Sale Agreement (this "Agreement") and the information contained is strictly confidential and may not be shared or distributed to any third party, in whole or part, without Second Life Mac's express written permission. Upon mutual execution of this Agreement, Customer hereby agrees to sell and Second Life Mac hereby agrees to purchase the equipment listed below in accordance with the terms and conditions of this Agreement.

Product	Quantity	Quoted Price	Total Price
iPad 6th Gen 9.7" 32GB (2018)	350	\$70.00	\$24,500.00
	Maximum Value		\$24,500.00
	Total Value of Deductions Waived		\$1,750.00

## Guarantee

All units quoted with Grade A prices. Grade B = %. Grade C = %. Grade D = %. Grade F = %.

This quote is guaranteed until 3/31/25 when signed on or before 2/28/25.

All products must be received on or before 3/31/25.

The Minimum Guarantee reflects the minimum payment that will be paid regardless of condition. Grade F devices greater than 5% of the total received quantity will not be included in the Minimum Guarantee.

If the audit results reflect a higher payment than the Minimum Guarantee, SecondLifeMac will pay the higher amount. Any additional deductions from missing accessories, cables, and chargers, will be calculated after the Minimum Guarantee.

The Minimum Guarantee is based on the quoted quantity of devices. If the actual number of working devices is different than the quoted quantity, the Minimum Guarantee will be recalculated.

## Pick-Up and Shipping

Second Life Mac provides all shipping supplies and delivery expenses at no additional cost.

Second Life Mac also offers a full-service on-site solution that provides convenience and security. All logistics and material handling responsibilities are completed by a dedicated team of full-time employees of Second Life Mac and coordinated by a dedicated Project Manager. Our Project Manager will collect the requirements for each site location(s) and present a



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comprehensive plan. Full-service includes our custom packaging, zero-touch packing, and loading. Finally, all of the assets are transported directly from the point(s) of origin directly to our secure 42,000 sq. ft. facility in Skokie, IL. This solution is provided at no additional cost.

### Deductions

Any products received after 3/31/25, a 10% deduction will apply and continue to apply every 30 days thereafter.

All products must be unlocked upon receipt or payment will be delayed.

Any devices still locked 30 days after notification will remain locked, incur a \$5 processing fee per device, and be valued at \$0.

WAIVED - Case and asset tag removal - \$5 / product

Factory engraving removal - \$10 / product

iPhone / iPad OEM charging cable replacement for missing, damaged, or failure - \$4 / product

iPhone / iPad OEM power adapter replacement for missing, damaged, or failure - \$5 / product

Mac desktop OEM keyboard or mouse replacement for missing, damaged, or failure - \$25 / product

Mac desktop OEM power cable replacement for missing, damaged, or failure - \$15 / product

Mac laptop OEM power adapter replacement for missing, damaged, or failure - \$30 / product

### Terms

Except as otherwise herein provided, Second Life Mac makes no representations or warranties of any kind, and Customer hereby waives any right to any other express or implied representations or warranties of any kind relating to the transactions contemplated by this Agreement.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and shall modify and supersede any prior agreement or discussion relating to such subject matter. This Agreement and the parties' rights and obligations hereunder may not be assigned without the prior written consent of the other party hereto. This Agreement may not be amended or supplemented other than by means of a written instrument duly executed and delivered by each of the parties hereto. This Agreement may be executed in multiple counterparts. Facsimile or .pdf copies of the signature page hereof shall be deemed originals and shall be binding for all purposes.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. All claims or proceedings arising out of or related to this Agreement shall be litigated in courts located within Chicago, Illinois, and both parties hereby consent and submit to the jurisdiction of any local, state or federal court located in Chicago, Illinois. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

In the event of any suit or other proceeding between the parties related to this Agreement or any rights or obligations hereunder, the substantially non-prevailing party shall pay the substantially prevailing party's reasonable legal fees and expenses, in addition to such other damages as may be awarded.

By signing below, you have reviewed and accepted the above quote and the below additional terms and conditions submitted by Second Life Mac for the purchase of the listed equipment and acknowledge that they will form part of and be incorporated into this agreement through its completion. Ownership of devices transfers to Second Life Mac once devices shipped or are picked up by Second Life Mac personnel.

Edina Public School District 273

My Fav Electronics, Inc. d/b/a Second Life Mac



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Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Additional Terms & Conditions

#### Device Ownership and Condition

The client ("Client") named on the quote attached hereto (the "Quote") represents and warrants to My Fav Electronics, Inc. d/b/a Second Life Mac ("SLM") that it has legal title to the devices, free from any liens or encumbrances. Client also represents and warrants that the devices are in the condition described in the Quote and these Terms and Conditions (together, this "Agreement"), including any noted defects, and that Client has all necessary corporate authority to enter into this Agreement. Upon receipt by SLM at its designated facility, ownership of the devices transfers from Client to SLM. Once ownership has transferred, Client forfeits the right to selectively request the return of any of the devices.

#### SLM Quote

SLM is committed to providing a seamless and transparent buyback process. Our quotes are designed to offer maximum value while ensuring a quick and efficient transaction. This agreement is valid only if signed by both parties prior to the Signature Due Date. Products must be available for SLM pickup by the "Receive products by" date. If Client cannot meet this deadline, SLM may cancel this contract and provide a revised quote reflecting current market rates.

- SLM will purchase used Apple and other devices (the "Devices") from Client as outlined in the Quote. Quotes are valid for 30 days from the date listed.
- The Quote is based on information provided by Client, assuming Devices are in the discussed condition per our grading scale. After evaluation, we'll provide a Proof of Erasure Report (the "Report") with any necessary adjustments.
- Devices must reach SLM by the pickup/mail-in expiration date, or the Quote may be invalidated and pricing altered at SLM's discretion.
- Quoted prices assume Devices match specified models and contain all OEM components. SLM may adjust pricing if received devices differ or contain non-OEM parts.
- SLM may alter pricing due to market changes or if the devices don't meet quoted expectations.

#### Grading & Audit

Upon receipt of devices, SLM will conduct a thorough assessment and will grade each device according to its condition and functionality. The price quote provided in this agreement details the payment for each device based on its model and corresponding grade (A, B, C, D, or F). Grade A= 100% of quoted price. Grade B = 85%. Grade C = 70%. Grade D = 50%. Grade F = 5%. Any deductions due to missing accessories or devices not meeting the quoted condition will be calculated from the total device value. The final payment will reflect the agreed-upon pricing, adjusted for the actual grades of the devices received.

#### Pickup/Mail-in

- The transfer of ownership and risk occurs when the Devices are loaded onto SLM's carrier for pickup, or when our SLM team collects them. To maintain the integrity of our process and ensure data security, devices cannot be returned once ownership has transferred.
- In some cases, SLM offers comprehensive packaging and palletizing services at your facility, making the process as convenient as possible for you.

#### Pricing and Payment

The price for each device is listed in the Quote, based on its model, condition, and market value as determined by SLM. Payment will be made to Client within 90 days after SLM's receipt and verification of the devices, subject to the terms herein. SLM may adjust the final payment if devices do not match the described condition or are missing or damaged. If client sends device models to SLM that are not listed on the quote, SLM will assign a fair market value as determined by evaluated grade by SLM.

#### Locked Devices

SLM aims to maximize device value while protecting your data. For efficient processing and prompt payment, we strongly advise unlocking all devices before shipment. Client must remove devices from MDM, asset management systems, security systems, loss prevention software, and Apple School/Business Manager accounts. Devices still locked after 30 days of notification will remain locked, incur a \$5 processing fee per