

# TERMS AND CONDITIONS FOR THE BUY-OUT OF USED CLIENT DEVICES

## 1. General Provisions

- 1.1. These terms and conditions (hereinafter the Terms and Conditions) apply to clients to whom Telia offers the opportunity to buy out a device, together with its accessories (hereinafter the Device), used under a lease contract between Telia and the client, by concluding a contract of sale for this purpose (hereinafter the Contract of Sale).
- 1.2. The conclusion of the Contract of Sale is deemed to be a termination by the client of the lease contract concluded for the Device, as a result of which the lease contract is terminated.
- 1.3. By accepting the Terms and Conditions, the Buyer confirms that they have read, agree with and shall comply with the Terms and Conditions.
- 1.4. In matters not regulated in the Terms and Conditions, the Parties shall be guided by the provisions set out in the Client Agreement, Telia's General Terms and Conditions, and legislation. The General Terms and Conditions are available at [www.telia.ee](http://www.telia.ee).

## 2. Buyer and Seller statements concerning the Device

- 2.1. The Device, which is the subject of the Contract of Sale, is in used condition and exhibits signs of wear and tear from normal use, along with other defects which are not present in similar new Devices and do not constitute non-conformity with the Terms and Conditions of the Contract.
- 2.2. The Device may have been adapted by Telia exclusively for use with Telia's services, so there is no guarantee that the services of other service providers will work and this is not considered a defect or non-conformity with the Terms and Conditions of the Contract of Sale.
- 2.3. By purchasing a used Device, the client is aware of the fact that they will be able to use the device for the consumption of Telia services until the technological obsolescence of the device.
- 2.4. The Device and its instructions for use have already been placed at the disposal of the Buyer before the conclusion of the Contract of Sale on the basis of a contract of use, the Buyer has used the Device until the conclusion of the Contract of Sale and is therefore aware of the condition and characteristics of the Device at the time of the sale. The User Guide is also available in electronic form on the Telia website [www.telia.ee](http://www.telia.ee).
- 2.5. By concluding the Contract of Sale, the Buyer confirms that they have no claims relating to the Object of the Contract of Sale and the Device that is in their possession.
- 2.6. The Device complies with the standards in force in the European Union. The circumstances mentioned in these standards are not considered to be a defect of the Device.

## 3. Terms and Conditions of Sale

- 3.1. The Seller has the right not to allow the Device to be bought out or to withdraw from the Contract of Sale, if:
  - 3.1.1. due to the technological obsolescence of the Device, it is not possible (including for the next 2 years) to guarantee the quality of Telia services;
  - 3.1.2. the Buyer fails to meet the conditions set by the Seller (e.g. outstanding debts, etc.);
  - 3.1.3. the price or features of the Device are incorrectly displayed in the online environment due to a system error.
- 3.2. The Buyer pays for the purchased Device according to the invoice provided by Telia. Generally, the price of the Device is added to the invoice for the current month.

#### **4. Liability and the settling of disputes**

- 4.1. A Buyer who finds that the Device fails to comply with the Terms and Conditions of the Contract has the right to lodge a complaint with the Seller within 2 years from the date of conclusion of the Contract of Sale for the Device. The complaint must be lodged immediately, but not later than 2 months after the discovery of the defect. When submitting the complaint, the Device must be handed over to Telia in the manner specified by Telia.
- 4.2. Upon discovery of a defect, the Buyer must take reasonable steps to preserve and protect the Device, including not using the defective Device if doing so would result in the further deterioration of its condition.
- 4.3. In the event of non-compliance of the Device with the Contract, the Buyer may require the Device to be replaced with an equivalent used Device. The Buyer has the right to withdraw from the Contract of Sale in the cases provided by law.
- 4.4. The Seller shall not be liable for any defects in the Device which have occurred during the period during which the right to lodge a claim may be exercised, nor shall the Seller replace the Device free of charge in the event that the defect was caused by:
  - 4.4.1. the normal wear and tear of the Device (e.g. scratches, discolouration, dents, staining, or other signs of wear resulting from previous use) or technological obsolescence;
  - 4.4.2. the improper use, maintenance or damage caused to the Device;
  - 4.4.3. defects in the software installed on the Device resulting from the incorrect installation or use of the software by the Buyer (including defects caused by viruses);
  - 4.4.4. defects brought to the Buyer's attention by the Seller before the purchase;
  - 4.4.5. external factors (including lightning, inadequate voltage and voltage fluctuations, moisture, liquid, mechanical damage, etc.);
  - 4.4.6. the removal of remote management settings by the client, which has made it impossible for services to function and updates to be made.
- 4.5. The Seller shall also not remedy free of charge any defects discovered during the period of the right to lodge a claim, if the serial number of the Device and/or a part thereof, the tamper proof sticker proving that the device has not been opened or the sticker indicating legal software has been damaged, replaced or removed.
- 4.6. To make it easier to solve later problems, the Buyer must retain the purchase documents (invoice, contract, etc.) proving that the Device was purchased from the Seller. Without proof of sale, the Seller may leave the problem unresolved.
- 4.7. Consumers can contact the Consumer Disputes Committee of the Consumer [Protection and Technical Regulatory Authority](#) to resolve a dispute concerning the purchase of the Device via the online dispute resolution platform.