

## Trade-In Terms and Conditions

### 1. Introduction

- 1.1. The services described herein (the “**Trade-In Services**”) are offered by REGEN (Private) Limited (“**REGEN**” or “**Buyer**”), having their office at 297, Street 10, Y-Block, DHA Phase 3, Lahore, in collaboration with the authorized distributor(s) of Samsung mobile phones in Pakistan.
- 1.2. Trade-In Services are neither offered by Samsung Gulf FZE (“**Samsung**”) or any of its associated entities in Pakistan, nor by any of the distributors or assemblers of Samsung. Regen is an independent third-party.
- 1.3. Muller and Phipps (Private) Limited and Airlink Communications (Private Limited) (the “**Authorised Merchants**”) are the authorized distributors of various hand-held products/smartphones of the Samsung brand in Pakistan, having been appointed by Samsung. Muller and Phipps (Private) Limited also provides delivery and order fulfillment services on the Samsung E-store in Pakistan (“**E-Store**”).
- 1.4. The Authorised Merchants have entered into arrangement(s) with REGEN, pursuant to which the REGEN shall assist in the sale of the handheld devices of Samsung brand (“**Samsung Phones**”) to consumers in Pakistan, by offering REGEN’s Trade-In Services, as per the terms and conditions agreed between the Parties.

### 2. Purpose of these Terms:

- 2.1. These Terms and Conditions (“**Terms**”) outline the rules and procedures to be followed by an eligible consumer in Pakistan (“**Customer**”) for availing the Trade-In Services offered by REGEN, who wishes to buy a Samsung Phone from:
  - 2.1.1. the limited number of retail stores operated by an Authorised Merchant, as listed in Annexure A hereto (“**Retail Stores**”); or
  - 2.1.2. Samsung E-store.through the use of the Trade-In Services.
- 2.2. By using REGEN Trade-In service, Customers agree to comply with these Terms.

### 3. Who REGEN Are:

- 3.1. REGEN is a company engaged in the business of purchase and resale of used electronic devices, including Smartphones of the Samsung brand from individuals.
- 3.2. REGEN has developed a proprietary software for the evaluation and purchase of used devices (the “**Platform**”). For the purposes of the Trade-In Services, the said software shall be integrated with certain devices at the Retail Stores of the Authorised Merchants.

#### 4. **REGEN Role:**

- 4.1. For the purposes of the Trade-In Services, REGEN acts as the direct buyer of the used eligible Smartphone brought in by a Customer ("**Old Device**").
- 4.2. REGEN will be responsible for maintaining the Platform and ensuring access for the Customers.
- 4.3. REGEN will be responsible for negotiating the final price that it wishes to pay to the Customer for the Old Device. The said transaction is solely between Customer as the seller and REGEN as the buyer.
- 4.4. REGEN shall be responsible for procuring/purchasing a new Samsung Device (the "**Ordered Product**") which the Customer wishes to purchase through the use of the Trading-In Services. All such procurements shall be made from an official/authorized source.

#### 5. **Age Requirement**

- 5.1. The Customer using the Trade-In Service must be at least 18 years old. Those under 18 may use the Trade-In Service only with the involvement of a parent or legal guardian and in such case the Customer will be deemed to be such parent or legal guardian.

#### 6. **Eligible Products for Trade-In**

- 6.1. As part of the Trade-In Service, REGEN only accepts the Old Devices
- 6.2. The Old Device must be in good working order.

#### 7. **Information Required for Old Device**

- 7.1. For the provision of Trade-In Services and for the evaluation of the Old Device, REGEN shall take into account the Old Device's nature and condition and shall use the following factors/specifications to determine the value of the Old Device.
  - 7.1.1. Product Description: The type and model of the Old Device.
  - 7.1.2. Brand, variant, IMEI Number and Serial Number.
  - 7.1.3. Model Specifics: Specific features (e.g., storage capacity, color).
  - 7.1.4. Condition: The current state of the Old Device (e.g., excellent, good, fair).

7.1.5. Custom Clearance: If applicable, determine whether the Old Device is custom paid (PTA Approved).

## 8. Trade-In Process (Retail Store)

- 8.1. **Customer Walk-In:** If a Customer visits the Retail Store and wishes to purchase a particular Samsung Device (the “**Ordered Product**”) through the use of Trade-In Services, he will be guided regarding the REGEN Services and will be asked to upload certain details of their Old Device onto the Platform.
- 8.2. **Initial Offer:** Based on the information provided by the Customers in relation to their Old Device, REGEN will forthwith generate an initial offer for Customer’s Old Device (the “**Initial Offer**”). The Initial Offer shall reflect a reasonable value based on the description of Customer Old Device, provided by Customer on the Platform.
- 8.3. **In-Person Assessment:** If Customer accepts the Initial Offer, Customer shall handover their Old Device to the staff at the Retail Store for physical assessment of the condition of the Old Device in accordance with the prompt displayed on the Platform.
- 8.4. **Offer Acceptance and Payment:** If upon physical assessment, the Old Device is found acceptable for a Trade-In, the Customer will be offered a credit balance (“**Credit Balance**”) that can be used to set-off against the price of the Ordered Product. The Customer acknowledges that REGEN shall not pay cash to any customer.
- 8.5. If the value of the Old Device exceeds the value of the Ordered Product, REGEN shall have the right to refuse the Trade-In Services.
- 8.6. If Customer accepts the Offer, then the Customer shall pay the balance amount of the then prevailing price of the Ordered Product, after adjusting the Credit Balance.
- 8.7. The Customer shall also be required to sign an acknowledgement regarding the sale of the Old Device through the Trade-In Services.
- 8.8. As soon as the Customer opens the packaging of the Ordered Product, the same shall stand purchased and/or delivered to the Customer and it will be deemed that Customer has accepted the same. No claims in this regard shall lie against REGEN, the Authorised Merchant, or Samsung.
- 8.9. If the Customer fails to provide the required information correctly and truthfully in relation to the Old Device, or does not accept the Initial Offer, or does not make the balance payment as per the various sub-clauses of this Clause, the Trade-In Process will be terminated, and no transaction will occur.

## 9. Trade in Process (E-Store)

- 9.1. Upon selecting the Ordered Product on the E-Store, the customer shall be shown an option to trade in his Old Device as one of the options visible on the relevant webpage ("**Trade-In Option**");
- 9.2. If the Trade-In option is opted, the customer will be provided a pop-up notification, which comprises a disclaimer regarding REGEN order placement and data collection requirements. If the Customer accepts the terms given in the pop-up notification, he will be redirected to the Platform where the Customer will be required to fill an electronic form ("**Form**");
- 9.3. The Customer must correctly, truly and faithfully describe their Old Device by filling out the Form. The Form will require the Customer to provide certain details of the Old Device, including brand, model, variant, repair history, cosmetic and functional condition, and PTA status ("**Specifications**"). The Form will also require the Customer to provide personal details such as the Customer's phone number and email.
- 9.4. Upon entering the Specifications, the Platform will run a pricing analysis using the pricing engine integrated within it. The Platform will then display the trade-in price for the Old Device, i.e., the value at which the Old Device shall be adjusted) (the "**Provisional Trade-In Price**"). The Provisional Trade-In Price shall be provisional and will be subject to REGEN confirming, at the time of Delivery, that the Old Device matches the Specifications provided by the Customer.
- 9.5. If the Customer agrees to the Provisional Trade-In Price, he will confirm his acceptance and be redirected to the Samsung e-store checkout page. There, the estimated final price — calculated by deducting the Provisional Trade-In Price from the Listed Price of the Product — will be displayed to the Customer (the "**Estimated Final Price**"). "**Listed Price**" of the relevant product means the price displayed as the sale price (inclusive of all taxes) on the Samsung E-store.
- 9.6. Upon being redirected to the Samsung e-store checkout page, the Customer shall then be displayed the following payment options to pay the Estimated Final Price:
  - a. Cash on Delivery
- 9.7. Within two (2) working days of the Payment, an authorized representative of Regen ("**Regen's Representative**") shall collect the Ordered Product from the relevant Authorised Merchant for delivery to the Customer ("**Delivery**") after signing a delivery note.
- 9.8. At the time of Delivery and before handing over the Ordered Product to the Customer, REGEN's Representative shall inspect the Customer's Old Device in order to confirm the Specifications. If the Customer's Old Device matches the

Specifications, the Estimated Final Price shall become final and shall be treated as the “**Final Price**”.

9.9. In case, the Old Device does not conform to the Specifications, REGEN may recall the Provisional Trade-In Price, and:

- a. Either offer the Customer a new Trade-In Price and give an option to them to agree to a change in the Estimated Final Price accordingly (the “**New Final Price**”); or
- b. Reject the Old Device, recall the Trade-In offer and inform the Customer and Samsung/Authorised Merchant that the order stands cancelled.

9.10. In case an order stands cancelled, and the Customer had previously paid partial price through bank transfer, the amount transferred by the Customer shall be refunded to the Customer in due course, as per the applicable terms of the E-store.

9.11. Where the Estimated Final Price has become final or where the Customer has agreed to pay the New Final Price and had opted to make payment via COD, he shall pay the New Final Price or the Final Price, as the case may be, in full to the REGEN Representative at the time before delivery. If the Customer fails or refuses to make payment, REGEN shall recall the Trade-In offer and inform the Customer that his order stands cancelled.

9.12. Where the Customer has already paid the Estimated Final Price via bank transfer, but a New Final Price has been agreed, the Customer shall pay the differential amount of the Estimated Final Price and new Final Price to REGEN at that time before delivery.

9.13. Upon complete payment of the New Final Price and upon taking possession of the Old Device from the Customer, the REGEN’s Representative shall make Delivery of the Ordered Product to the Customer. REGEN’s Representative shall also require an acknowledgement of receipt of the Ordered Product confirming acceptance of the Ordered Product by the Customer (the “**Receipt**”).

9.14. This E-Store Trade-In facility is available only within the cities of Lahore, Islamabad, and Rawalpindi. It is not available in any other locations.

## **General Terms and Conditions**

### **10. Liability**

10.1. Service Liability: REGEN strives to ensure the availability of the Trade-In Services but may suspend or limit access to Platform for maintenance or upgrades. REGEN shall not be liable for any damages resulting from service interruptions.

10.2. Product Liability: REGEN remains solely responsible for all steps of the transaction between the Customer and REGEN.

10.3. The Authorised Merchants shall not be liable with respect to any aspect of the Trade-In Services. The ordinary terms of sale (including the E-store Terms) apply to the sale of the Ordered Product.

10.4. REGEN shall take all reasonable measures to keep the information and data provided by Customers secure and shall use it in accordance with its Privacy Policy and the applicable law.

## 11. Customer Liability

11.1. Customer shall always remain liable for ensuring that he has the absolute title to the Old Device and that the Customer is competent to sell the same to REGEN.

11.2. Old Device once sold to REGEN may not be returned.

11.3. If the Customer's transactions with REGEN exceed Rs. 1,000,000/- in any calendar/tax year, the Customer will also be required to provide their National Tax Number (NTN).

11.4. **Customer remains responsible for backing-up, wiping off removing, copying and transferring their data from the Old Device before offering the same for Trade-In, at their sole risk and cost. Neither REGEN, the Retail Store, nor Samsung shall be responsible for any loss of data.**

## 12. Dispute Resolution

12.1. By availing this Offer, the Customer accepts that any dispute, claim or controversy arising out of or in connection with these Terms and Conditions, shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. Exclusive jurisdiction shall lie with the competent courts at Lahore. The Customer further acknowledges that the importation, assembly, marketing, and sale of Samsung products in Pakistan are carried out exclusively by Samsung's authorized distributors and not by Samsung itself. Accordingly, any claims or remedies shall be pursued solely against such authorized distributors, and not REGEN.

## 13. Contact Information

- Email: support@regen.pk
- Address: 297, ST 10, Y Block, DHA Phase 3, Lahore
- Phone: 031111005569

14. Samsung shall be entitled at its sole discretion, to terminate or modify the Trade-in Services or to modify, vary, delete or add to any of these Terms and Conditions at any time prior to or during the continuance of these Offer.
15. Samsung or REGEN shall not be liable to the Customer for any loss and/or damages of any kind suffered in connection with the purchase and/or use of the Ordered Product or the inability to use the Trade-in Services. The customer acknowledges and understands that the Trade in Service is between the Customer and REGEN. The Customer is selling the Old Device to REGEN to receive a Discount which may be applied towards the purchase of the Ordered Product which is in stock at the Retail Store or on the E-Store. All issues arising from the Trade in Service shall be between REGEN and the Customer and Samsung shall not owe any obligation or responsibility to the Customer.
16. The placing of an order on the E-Store and even making payment by an online payment method does not amount to acceptance of these Terms and the conclusion of a contract between the Customer and REGEN. An order is confirmed only when the process for delivery of the product is initiated by Samsung's authorized distributor. In the case where payment is made using a credit/debit card, the approval of your order will be conditional upon receipt of successful payment by the authorised distributor, in addition to the conditions mentioned above.
17. The Terms and Conditions of the E-Store, as available at <https://www.samsung.com/pk/terms-and-conditions>, shall apply in addition, but subject to, these terms. In case of any inconsistency between these Terms and Conditions and the E-Store Terms, these Terms and Conditions shall prevail for purposes of the Trade in Service.