Quantum Lifecycle Partners LP

Terms and Conditions (Canada)

General Terms, with Appendix A (Upstream Supply), Appendix B (Sale of Equipment and Commodities), Appendix C (Services) and Appendix D (On-site Services)

Version 1.0 · Effective November 12, 2026

General Terms

1. About Quantum and These Terms

1.1 About Quantum. Quantum Lifecycle Partners LP ("Quantum") is an electronics lifecycle service provider. We collect, process, sanitize, refurbish, remarket and recycle electronic equipment; we buy and sell new and used electronic equipment, parts, components and recovered commodities; and we provide device lifecycle management, configuration, repair, warehousing, fulfillment, logistics and on-site services. Quantum operates facilities in Canada, the United States and Costa Rica. Those of our facilities that are certified to the R2v3 Standard are listed in the R2 certified facility directory published by Sustainable Electronics Recycling International (SERI) at www.sustainableelectronics.org/r2/.

1.2 What the Terms include. These Terms and Conditions (the "Terms") consist of these General Terms and four Appendices, all of which form part of the Terms:

(a) Appendix A, Upstream Supply, for Equipment that comes into a Quantum facility for resale, recycling or secure destruction, including ITAD, ITAD Express, recycling and Quantum's outright purchases of Equipment, parts and commodities;

(b) Appendix B, Sale of Equipment and Commodities, for Downstream Sales: sales of new and used Equipment and parts (wholesale and end-user) and commodity sales;

(c) Appendix C, Services, for services Quantum performs on Equipment that the Customer continues to own, including device lifecycle management (DLM), configuration, kitting, IT support, repair (including warranty repair), warehousing and fulfillment (including returns management) and Logistics-only services; and

(d) Appendix D, On-site Services, for work Quantum performs at the Customer's premises.

If you	The Appendix that applies
send us Equipment to resell, recycle or destroy, including through ITAD Express, Collection Containers or a sale to Quantum	Appendix A – Upstream Supply
buy Equipment, parts or commodities from us	Appendix B – Sale of Equipment and Commodities
have us store, configure, repair, ship or move Equipment you keep	Appendix C – Services
have us work at your site	Appendix D – On-site Services

1.3 How the Appendices apply. The General Terms apply to every Transaction. Each Appendix applies automatically to the work it describes, without being separately selected or attached. Where a Transaction involves more than one kind of work (for example, an on-site decommissioning whose Equipment is then taken for ITAD), each Appendix applies to the part of the Transaction it describes. If the General Terms and an Appendix conflict, the Appendix governs for that work.

1.4 Canada only. These Terms apply to Transactions with Quantum in Canada. Transactions with Quantum's affiliates in the United States or Costa Rica are governed by the terms those entities publish.

1.5 What the Terms do not cover. These Terms do not apply to: (a) extended producer responsibility (EPR) services, performance credits and recovered-weight transactions, which are governed by their own agreements, although Equipment Quantum collects or receives to meet those obligations is handled under these Terms; (b) equipment rentals and manufacturer demonstration (demo) programs, which

are governed by Quantum's rental agreement or the demo program agreement; and (c) subcontractor and Downstream Vendor relationships under Quantum's partner agreements, except as provided in Section B.10.

2. Publication, Acceptance and Order of Precedence

2.1 Where these Terms are published. These Terms are published on Quantum's website at www.quantumlifecycle.com/terms (the "Terms Page"). The Terms Page shows the current version, with its version number and effective date, and keeps every earlier version, with the dates it was in effect, in a historic section. These Terms are not printed on or attached in full to Quantum's documents; instead, Quantum's documents carry the link to the Terms Page.

2.2 Incorporation by reference. Quantum attaches the link to the Terms Page to: (a) each Quote; (b) each Lot Confirmation; (c) each statement of work Quantum prepares; and (d) each Purchase Order, Sales Order and Sales Invoice Quantum issues (each, an "Order Document"). The link incorporates these Terms in full, including all four Appendices. A Transaction may have more than one Order Document; the version that governs that Transaction is the version in effect on the date of the latest Order Document issued before Quantum receives the Equipment or starts the work.

2.3 Acceptance. The Customer accepts these Terms, in the version that governs the Transaction under Section 2.2, by accepting a Quote, confirming a Lot Confirmation, booking a pickup, tendering Equipment to Quantum or its carrier, placing or paying for an order, accepting delivery, or instructing Quantum to perform services, whichever occurs first. The Customer is responsible for reading the Terms at the link, and may ask Quantum for a copy at any time.

2.4 Customer terms. Terms in a Customer purchase order, sales order or invoice that add to or conflict with these Terms apply only where the Customer has set them out expressly and an authorized representative of Quantum has agreed to them in writing (including by email). Where Quantum buys Equipment and the seller's sales order or invoice sets out the seller's terms expressly, those terms govern that purchase to the extent they conflict with these Terms. On any matter the Customer's or seller's terms do not address, these Terms govern.

2.5 Signed Agreements. Where the Customer and Quantum have signed a master services agreement, statement of work, asset disposition agreement, purchase agreement or similar document (a "Signed Agreement"), the Signed Agreement governs to the extent its express terms conflict with these Terms. A Quantum statement of work incorporates these Terms by the link it carries. Where any Signed Agreement, including the Customer's own paper, is silent on a matter these Terms address, these Terms supplement it for every Transaction whose Order Document carries the link.

2.6 Order of precedence. The order of precedence is: (a) the express terms of a Signed Agreement; (b) the Order Document; (c) the Appendix that applies to the work; and (d) these General Terms.

2.7 Versions. Quantum may revise these Terms by publishing a new version on the Terms Page with its effective date. A new version applies to Transactions whose governing Order Document is dated on or after that effective date, and that version then governs the Transaction to completion. Earlier versions remain available in the historic section of the Terms Page.

3. Definitions and Interpretation

3.1 Definitions. In these Terms, the following words have these meanings.

"Authorized Contact" means the individual(s) named by the Customer in an Order Document or booking, as the Customer may change by written notice (including email), who may give instructions on the Customer's behalf, including Return Instructions.

"Basic Bill" means the commercial model in Section A.1.1 in which the Customer pays the charges set in the Order Document (which may be Logistics charges only, and may be reduced or waived) and is paid nothing for the Equipment. ITAD Express is Basic Bill at a fixed published price.

"Business Day" means a day other than a Saturday, Sunday or statutory holiday in the province of the Quantum facility concerned.

"Buyer" means a Customer that buys Equipment from Quantum, or a processor Quantum pays to take negative-value material, under Appendix B.

"Certificate of Data Destruction" means Quantum's certificate identifying, by serial number, the Data-Bearing Devices or media on which it performed Data Security and the method used (such as wiping, factory reset, or destruction of the device or its storage component). For bulk destruction, Quantum issues a Certificate of Destruction by Lot.

"Certificate of Destruction" means Quantum's certificate confirming that the Equipment or material identified in it, by serial number or by Lot, was physically destroyed.

"Certificate of Recycling" means Quantum's certificate confirming that the Equipment or material identified in it was recycled by the best available method.

"Channel Partner" means a reseller, manufacturer, lessor or other business that engages Quantum to perform work for its own customers (the End Users).

"Collection Container" means a bin, gaylord, cage, cart, locked console or other container Quantum places at a Customer location to collect Equipment (Section A.2.4).

"Consignment Project" means an Upstream Supply model in which the Customer keeps legal title to resalable Equipment until Quantum sells it on the Customer's behalf, as described in Section A.8.

"Current Rates" means Quantum's current rates for work, storage and other charges not priced in the Order Document, available on request.

"Customer" means the person or organization that transacts with Quantum under these Terms, whether as a supplier of Equipment, a buyer, or a recipient of Services. Where Quantum works through a Channel Partner, the Channel Partner is the Customer unless the Order Document says otherwise.

"Data-Bearing Device" means any Equipment or component that contains or may contain data, including hard drives, solid-state drives, mobile devices, tablets, printers, copiers, network equipment and any device with non-volatile storage or a connected user account.

"Data Protection Representative" means the person Quantum designates at an R2 Facility, under the R2v3 Standard, to approve any release of a Data-Bearing Device without Data Security.

"Data Security" means logical sanitization or physical destruction of data storage, as Quantum performs it under Section 7.

"Delivery" means the handing of Equipment to the Buyer's carrier, or its collection by the Buyer, in a sale under Appendix B (Section B.3.1).

"DLM (Device Lifecycle Management)" means some or all of inventory, configuration, imaging, deployment or redeployment, Data Security and reverse logistics of Equipment that the Customer or its End Users own.

"Downstream Sales" means sales of Equipment leaving Quantum's facilities or supplied by Quantum: sales of new and used Equipment and parts (wholesale and end-user) and commodity sales.

"Downstream Vendor" means a recycler, processor, refurbisher or other business to which Quantum sends Equipment after receiving it, vetted under Quantum's policies and, for R2 Controlled Streams from an R2 Facility, qualified under the R2v3 Standard.

"End User" means the organization that uses the Equipment, whether it deals with Quantum directly as the Customer or through a Channel Partner.

"Equipment" means electronic equipment and related items in any condition, including computers, servers, network and telecommunications equipment, mobile devices, displays, printers and audio-visual equipment; their parts, components, peripherals and accessories, including parts bought or used for repair; mixed electronics for recycling; and commodities and recycling material, whether recovered by Quantum or supplied to or by it.

"Equipment Specification" means the Customer's representations about Equipment in Section A.3.2.

"Fair Market Value" means the wholesale price Quantum assesses that resalable Equipment would sell for, in the condition and grade found in Quantum's audit.

"FMV Project" means an Upstream Supply model in which Quantum takes title to resalable Equipment and pays the Customer its Fair Market Value (or the agreed share of it) as assessed in Quantum's audit after receipt, netted against fees in a Settlement.

"Free Service" means the commercial model in Section A.1.1 in which Quantum collects and processes Equipment at no charge, on the conditions in the Order Document, and pays nothing for it.

"General Terms" means Sections 1 to 16 of these Terms.

"Incoming Settlement and Sales Report" means Quantum's asset-level report of the Equipment and material received in a Lot and the services performed, with the associated fees and applicable credits, including Fair Market Value or resale information where applicable.

"ITAD" means IT asset disposition: Quantum's collection, Data Security, audit, resale and recycling of Equipment a Customer retires, under Appendix A.

"ITAD Express" means Quantum's standardized Upstream Supply solution, on the Basic Bill model at a fixed published price, booked online or through Quantum's team and paid by card, described in Section A.11. It is available to any Customer.

"Logistics" means transporting Equipment using Quantum's own vehicles or third-party carriers Quantum contracts. Logistics to a Quantum facility is part of Upstream Supply (Appendix A), and Logistics from a Quantum facility to a buyer is part of Downstream Sales (Appendix B). "Logistics-only" means moving Equipment between Customer locations without it entering a Quantum facility (Appendix C).

"Lot" means a shipment or pickup of Equipment that Quantum receives and records together, under one Lot Confirmation or receiving record.

"Lot Confirmation" means Quantum's written confirmation of a pickup, delivery or receipt of a Lot, including its pickup booking confirmation.

"Net Proceeds" means the price Quantum actually receives for consigned Equipment, less marketplace and payment fees, outbound freight, and refurbishment or repair costs for that item.

"Nonconforming Equipment" means Equipment that does not meet the Equipment Specification.

"On-site Services" means work Quantum performs at the Customer's premises, as described in the Order Document.

"Order Document" has the meaning in Section 2.2.

"Outright Purchase" means Quantum's purchase of Equipment at a price agreed before delivery and stated in a Purchase Order, as described in Section A.10.1.

"Price List" means a list Quantum publishes or sends, periodically or on request, of the prices it will pay for Equipment, per unit of weight or per item, for a stated period, together with any rebates and charges that apply (Section A.10.3).

"Pricing Indication" means an estimate Quantum gives of what Equipment may be worth, before audit or before a Purchase Order. A Pricing Indication is not an offer or a commitment to pay; only a Purchase Order commits Quantum to pay a set amount (Sections 4.4 and 4.5).

"Purchase Order" means Quantum's written commitment (sometimes called a firm purchase order) to pay a stated amount for Equipment, supply or services.

"Quarantine" means segregating and holding Equipment without processing it, for any reason, including while a Security Feature, a nonconformance, a pricing or legal question or a Customer instruction is resolved, or at the Customer's request (Section A.5).

"Quote" means Quantum's written quotation, proposal or offer for a Transaction, including where Quantum is buying Equipment.

"R2 Controlled Stream" means Equipment and components that, under the R2v3 Standard, must be managed under R2 controls (including Data Security and the use of qualified Downstream Vendors) while at or leaving an R2 Facility.

"R2 Facility" means a Quantum facility that is listed as certified to the R2v3 Standard in SERI's public directory of R2 certified facilities on the date the facility receives, processes or holds the Equipment concerned.

"R2v3 Standard" means the Responsible Recycling Standard for Electronics Recyclers, version 3, as amended, and its related documents, including the R2 Equipment Categorization.

"Resale Criteria" means Quantum's standards, under its grading scale (available on request), for whether Equipment can be resold. Equipment that meets them is "resalable".

"Return Handling Fee" means the fee in the Order Document or, if none, $20 per device, for returning Equipment under Section A.6.

"Return Instruction" means a written instruction from the Authorized Contact (by email or on Quantum's Return Instruction form) identifying Equipment to be returned, the reason, and the delivery address.

"Sales Invoice" means Quantum's invoice to a Customer for Equipment, commodities or Services.

"Sales Order" means Quantum's order confirming a sale of Equipment or commodities to a buyer.

"Security Feature" means any logical or physical control that prevents access to, evaluation, sanitization, testing or resale of a device, including mobile device management (MDM) enrollment, Apple Device Enrollment and Activation Lock, Google Factory Reset Protection, Windows Autopilot registration, Computrace, Absolute or similar persistence agents, BIOS, UEFI or supervisor passwords, PIN or passcode locks, carrier locks, and full-disk encryption for which credentials have not been provided. A registration or agent that prevents resale is a Security Feature even if the device can be sanitized.

"Security Feature Fee" means the fee in the Order Document or, if none, $30 per device, for Equipment received with a Security Feature enabled (Section A.5.1).

"Serialization" means recording the make, model and serial number of each serialized item of Equipment Quantum receives.

"Serialization and Material Details Report" means Quantum's detailed report of the Equipment and material received in a Lot, including serial numbers, make, model and key specifications where applicable.

"Services" means the services Quantum performs under these Terms, as described in an Order Document.

"Settlement" means the statement Quantum issues for one or more Lots, or for all Lots in a period, setting out the Equipment and material received, the value Quantum pays, the fees and charges, and the net amount payable by one party to the other. The Order Document states whether Lots are netted together or settled separately.

"Settlement Report" means the document by which Quantum issues a Settlement: an invoice where the Customer owes the net amount, or a credit where Quantum does.

"Terms Page" has the meaning in Section 2.1.

"Transaction" means each Lot, order, project or engagement under an Order Document.

"Unrestricted Stream" means Equipment that, under the R2v3 Standard, does not require R2 processing or downstream vendor verification, such as items containing no electronics, new product in unopened original packaging, or Equipment returned under Section A.6 that matches a planned return type in the R2 Equipment Categorization.

"Upstream Supply" means Equipment coming into a Quantum facility for resale, recycling or secure destruction, under any commercial model in Section A.1 or through ITAD Express.

3.2 Interpretation. In these Terms, "including" means "including without limitation"; headings are for convenience only; the singular includes the plural; and "days" means calendar days unless Business Days are stated; "process" and "processing" mean any of collecting, receiving, auditing, testing, performing Data Security on, refurbishing, reselling, dismantling or recycling Equipment.

4. Quotes, Orders and Pricing

4.1 Quotes. Quotes and offers are valid for 30 days from their date unless the Quote states a different period, and may be withdrawn or revised before acceptance. Pricing in a Quote assumes the Equipment, quantities, condition and site conditions described to Quantum at the time; Quantum may revise pricing where these differ.

4.2 Unpriced work. Where an Order Document does not price a service Quantum performs at the Customer's request, Quantum's Current Rates apply.

4.3 Currency. Prices are in Canadian dollars unless the Order Document states otherwise.

4.4 Purchase Orders. Quantum commits to pay a set amount for Equipment, supply or services only by issuing a Purchase Order. An offer, email or Quote from Quantum to buy Equipment is not a commitment to pay until Quantum has issued its Purchase Order. For FMV and Consignment Projects the amount payable is set by the Settlement, and for Equipment bought under a Price List it is set by Section A.10.2.

4.5 Pricing Indications. Quantum may, at a Customer's request, give a Pricing Indication of what Equipment may be worth. A Pricing Indication is an estimate only, based on the information the Customer provides and market conditions at the time. It is not an offer, does not bind Quantum, and may differ from the value Quantum pays after audit or states in a Purchase Order.

4.6 Standard fees and timeframes. The tables below summarize the standard fees and timeframes in these Terms. They apply unless the Order Document says otherwise. If a table and the Section it cites differ, the Section governs.

Fee	Amount	Section
Interest on overdue amounts	1.5% per month (19.56%	5.2

Fee	Amount	Section
	per year)	
Security Feature Fee (locked devices; not ITAD Express)	$30 per device	A.5.1
Return Handling Fee	$20 per device	A.6.6
Late cancellation of a pickup or on-site visit (less than 2 Business Days' notice), or one that cannot proceed	Up to the quoted transportation and labour	A.2.3, D.1.2
Late cancellation of an ITAD Express booking (less than 2 Business Days' notice)	Up to the full booked amount	A.11.4
Work, storage and charges not priced in the Order Document	Current Rates, available on request	4.2

Timeframe	Period	Section
Quote validity	30 days	4.1
Payment, both ways	30 days from the Sales Invoice, Settlement or Purchase Order (buyers: payment before shipment unless credit terms are approved, B.2.1)	5.1
Dispute an invoice or Settlement	10 Business Days	5.4
Cure a late payment before suspension	15 days after notice	14.2
Cancel a pickup, ITAD Express booking or on-site visit without charge	2 Business Days' notice	A.2.3, A.11.4, D.1.2
Make Collection Containers available for removal	10 days	A.2.7
Free Quarantine	20 days	A.5.3
Instruction Period for nonconforming Equipment and returns	30 days after notice	A.6.2
Report a valuation error	10 Business Days after the Settlement	A.9.2
Consigned Equipment unsold before Quantum may give notice to recycle	180 days after audit, then 30 days to ask for it back	A.8.2
Quantum's inspection of purchased Equipment	30 Business Days, with notice within 5 Business Days	A.10.5
Seller response to a discrepancy notice	10 Business Days	A.10.6
Buyer inspection and claims	3 Business Days (commodities: 5 Business Days)	B.6.1, B.9.1
Buyer pickup after payment	10 Business Days	B.3.4
Limited warranty on used Equipment	30 days from Delivery	B.5.1
Repair workmanship warranty	90 days	C.5.1
Instructions at end of storage; unpaid storage fees	30 days; 60 days	C.6.2

Timeframe	Period	Section
Report damage after on-site work	Before Quantum leaves, or 2 Business Days if not visible	D.3.2
Waiting time before charges apply	30 minutes	D.1.2
Processing records kept	3 years	A.12.3
Claims against Quantum	1 year	11.4

5. Invoicing, Payment and Set-off

5.1 Payment terms. Unless the Order Document or Appendix states otherwise, amounts the Customer owes are payable within 30 days of the date of the Sales Invoice or Settlement that establishes them, and amounts Quantum owes the Customer are paid within 30 days of the date of the Settlement or Purchase Order that establishes them, provided the Customer has supplied the banking, remittance and tax information Quantum requires. An Order Document may set a shorter period, or one that runs from the date Quantum receives the Equipment.

5.2 Interest. Overdue amounts bear interest at 1.5% per month (19.56% per year) or the maximum rate permitted by law, whichever is less.

5.3 Set-off. Quantum may set off any amount it owes the Customer against any amount the Customer owes Quantum, under any Transaction.

5.4 Disputes. A Customer that disputes an invoice or Settlement must do so in writing, identifying the items, amounts and reasons, within 10 Business Days of its date; otherwise it is final. The undisputed portion remains payable when due.

5.5 Non-payment. Quantum may suspend performance, withhold deliverables, reports and certificates, retain Equipment in its possession, and decline further pickups, deliveries or orders until overdue amounts are paid.

6. Taxes

6.1 Taxes. Prices and fees exclude applicable taxes, including GST, HST, QST, provincial sales taxes, duties and environmental handling fees, which are payable by the party responsible for them under applicable law. Each party will provide the registration numbers and information the other reasonably requires.

6.2 Buyer-created invoices. Where Quantum pays for Equipment, the Customer is the supplier of that Equipment for tax purposes. Where the Customer is registered for GST/HST or QST, the Customer agrees that Quantum's Settlement or Purchase Order may serve as the record of the Customer's supply to Quantum in place of an invoice from the Customer. Quantum adds GST/HST or QST to amounts it pays the Customer only where the Customer has given its registration number and Quantum has validated it; otherwise Quantum pays those amounts without tax.

7. Data Security

7.1 Data Security. Quantum performs Data Security on each Data-Bearing Device it accepts for processing, by logical sanitization or physical destruction, as set out in the Order Document or, where it does not specify, by the method Quantum selects. Where Data-Bearing Devices are physically destroyed in bulk, Quantum may record the destruction by Lot rather than by serial number unless the Order Document provides for Serialization.

7.2 Handling data. Quantum handles data on Equipment only as needed to perform the Services and keeps Data-Bearing Devices in secured areas while in its custody. Quantum will notify the Customer of a confirmed security incident affecting the Customer's Equipment where the law requires it. At an R2 Facility, Quantum will also tell the Customer on request about security breaches and changes in the Downstream Vendors processing its Data-Bearing Devices.

7.3 Customer responsibilities. The Customer is responsible for backing up any data it needs before tendering Equipment, and for removing user accounts, passwords, remote connections and Security Features. Quantum is not responsible for data lost through Data Security; for data on Equipment that Quantum did not accept for processing or returns at the Customer's request; or for Equipment the Customer sent in error that Quantum processed before receiving the Customer's notice.

7.4 R2 sanitization. At an R2 Facility, nothing in these Terms, including any instruction, waiver or limitation of liability, reduces Quantum's responsibility under the R2v3 Standard to sanitize Equipment it has accepted for processing.

7.5 Devices returned with data. Quantum returns a Data-Bearing Device without performing Data Security only on a Return Instruction that identifies the device by serial number, states the reason and acknowledges that the request is against Quantum's recommendation. At an R2 Facility, the release also needs approval from Quantum's Data Protection Representative, and the device is returned only to the Customer or the End User it designates. Quantum confirms each Return Instruction under this Section in writing, and the Return Instruction and Quantum's confirmation form part of the contract for that Lot.

8. Responsible Recycling and Compliance

8.1 Compliance and reuse. Quantum performs its obligations in compliance with applicable environmental, health, safety, privacy and export laws at every facility. Quantum manages Equipment on a reuse-first basis: it reuses whole units and parts wherever it can. Equipment that cannot be reused is sent for commodity recovery, by Quantum or, where Quantum cannot recover it itself, by Downstream Vendors. In every case, Downstream Vendors are vetted under Quantum's policies.

8.2 R2 Facilities. R2 applies only at R2 Facilities. Quantum performs its obligations at an R2 Facility in accordance with the R2v3 Standard and the management-system certifications that support it. Provisions of these Terms that refer to the R2v3 Standard, R2 Controlled Streams, Unrestricted Streams or R2 processes apply only to Equipment received, processed or held at an R2 Facility. Equipment handled at any other Quantum facility is handled in accordance with these Terms, applicable law and Quantum's internal policies and any other certifications held by that facility. Logistics-only services, where Quantum moves Equipment and it never enters a Quantum facility, are transport services: Quantum performs them as a carrier and not as an R2 Facility, and makes no commitment under the R2v3 Standard for them. Where Quantum arranges for Equipment to go directly from the Customer to a subcontractor or Downstream Vendor without entering a Quantum facility, Quantum's agreement with that party governs how the Equipment is handled.

8.3 Which facility. Quantum decides which facility receives and processes Equipment unless the Order Document or a Signed Agreement names one. A Customer that requires R2 certified handling must say so before accepting the Order Document; Quantum will then route the Equipment to an R2 Facility or tell the Customer it cannot. Quantum's reports and certificates identify the facility that performed the work and refer to R2 certification only where the work was performed at an R2 Facility.

8.4 Change in certification. If a facility's listing changes while it holds the Customer's Equipment, Quantum will tell the Customer and, at the Customer's request and cost, transfer the Equipment to an R2 Facility.

8.5 Export. Quantum does not export Equipment or materials except in compliance with the laws of the exporting, transit and importing countries.

8.6 Subcontractors and Downstream Vendors. Quantum may use qualified subcontractors and Downstream Vendors and remains responsible for their performance of Quantum's obligations. For Equipment handled at an R2 Facility, Quantum will provide information about the Downstream Vendors that handle the Customer's Equipment on request, as the R2v3 Standard requires, subject to reasonable confidentiality terms.

8.7 EPR reporting. Where Quantum's Services support a Customer's obligations under an extended producer responsibility or stewardship program, Quantum will provide the reporting stated in the Order Document.

9. Confidentiality

9.1 Confidential information. Each party will keep confidential the other party's non-public business, technical, pricing and customer information received in connection with a Transaction, use it only for that Transaction, and protect it with at least reasonable care. This does not apply to information that is or becomes public without breach, was already known to the recipient, is received from a third party without restriction, or is independently developed.

9.2 Required disclosure. A party may disclose confidential information where required by law, regulation, court order or a certification audit, after notifying the other party where lawful. Data on Equipment is governed by Section 7, not this Section 9.

9.3 Publicity. Quantum may identify the Customer as a customer and report aggregate, non-identifying volumes and environmental outcomes, but will not use the Customer's name or logo in marketing without consent.

10. Warranties and Disclaimer

10.1 Authority. Each party warrants that it has the authority to enter into each Transaction.

10.2 Services warranty. Quantum warrants that it will perform Services in a professional manner, with reasonable skill and care, and in accordance with Section 8. The Customer's sole remedy for breach of this warranty is re-performance of the affected Services or, where that is not possible, a refund of the fees paid for them.

10.3 Equipment warranties and disclaimer. The warranties for Equipment Quantum sells are set out in Appendix B and in any extended warranty agreement. Except as expressly stated in these Terms, Quantum makes no other warranty or condition, express or implied, including any implied warranty or condition of merchantable quality or fitness for a particular purpose, and no warranty as to resale value, market demand or the recovery achievable for any Equipment, to the extent permitted by law.

10.4 Customer's title to Equipment. A Customer that supplies Equipment to Quantum warrants that, when the Equipment is collected or delivered, it owns the Equipment or has the owner's written authority to deal with it under these Terms; the Equipment is free of liens, leases, financing and third-party rights, except as the Order Document accepts; and it is lawful for Quantum to possess, process and resell, and is not lost, stolen or counterfeit.

11. Limitation of Liability

11.1 Excluded losses. Neither party is liable to the other for loss of profit, revenue, business, goodwill or data, or for indirect, incidental, special, consequential or punitive damages, however caused, even if advised of their possibility.

11.2 Overall cap. Each party's total liability arising out of or relating to a Transaction, in contract, tort (including negligence) or otherwise, is limited to the greater of (a) the amounts paid or payable under that Transaction and (b) $10,000.

11.3 Exceptions. Sections 11.1 and 11.2 do not apply to (a) fraud or wilful misconduct; (b) a party's payment obligations; (c) the Customer's indemnity in Section 12.1; or (d) liability that cannot be limited by law. Nothing in this Section 11 limits Quantum's responsibility under Section 7.4.

11.4 Time to claim. A claim against Quantum must be brought within one year after the event giving rise to it, to the extent permitted by law.

11.5 Specific limits. Within the overall cap, Quantum's liability for the losses below is limited as shown:

Loss	Quantum's limit	Section
Loss of or damage to Customer-owned Equipment in Quantum's custody for Services, caused by Quantum's negligence	The lesser of the Equipment's depreciated replacement value and $1,000 per incident	C.2.2
Loss of or damage to Equipment moved between Customer locations	The lesser of the depreciated replacement value and $1,000 per shipment, or the declared value if the Customer buys declared-value coverage	C.8.3
Loss of consigned Equipment in Quantum's custody	Its Fair Market Value	A.8.4
Physical damage to the Customer's premises or property during On-site Services, caused by Quantum's negligence	$1,000 per incident	D.3.2
Any loss relating to an ITAD Express booking	The fees paid for the booking	A.11.5

12. Indemnities and Insurance

12.1 Customer indemnity. The Customer will indemnify Quantum and its affiliates, officers, employees and agents against all claims, losses, fines, costs and expenses (including reasonable legal fees) arising from (a) a breach of the Customer's representations about Equipment in any Appendix, including any third-party claim of ownership, lien or right to Equipment; (b) prohibited material the Customer tenders; (c) Equipment returned to the Customer at its request and any data on it after return; (d) the Customer's instructions; or (e) for a buyer, the Customer's use, resale, export or disposal of Equipment it buys from Quantum.

12.2 Quantum indemnity. Quantum will indemnify the Customer against third-party claims to the extent caused by Quantum's breach of Section 7 or Section 8, within the limits in Section 11.

12.3 Insurance. Quantum maintains commercial general liability, automobile liability, cyber liability and environmental liability insurance in amounts it considers appropriate for its operations, and workers' compensation coverage as required by law, and will provide certificates of insurance on request. Insurance carried by third-party carriers is set in Quantum's carrier agreements. Specific limits, additional-insured status or other insurance requirements apply only where an Order Document or Signed Agreement states them.

12.4 Customer insurance. The Customer is responsible for insuring Equipment it owns until title passes to Quantum, including Equipment held on consignment (Section A.8) or in Quantum's custody for Services (Appendix C), unless the Order Document states otherwise.

13. Force Majeure

13.1 Force majeure. Neither party is liable for delay or failure to perform (other than payment) caused by events beyond its reasonable control, including natural disaster, fire, flood, severe weather, epidemic, labour disruption, carrier or transportation failure, government action, and utility or systems failure. The time for performance is extended for the duration of the event, and Quantum may charge reasonable storage for Equipment it cannot process or ship because of the event.

14. Suspension and Termination

14.1 Cancellation. Either party may cancel a Transaction on written notice before Equipment is collected, shipped or worked on, subject to any cancellation terms in the applicable Appendix.

14.2 Suspension and termination. Quantum may suspend or terminate any Transaction on written notice if the Customer fails to pay when due and does not cure within 15 days of notice, materially breaches these Terms, or becomes insolvent. On termination for the Customer's default, Quantum may complete, process or settle Equipment in its possession under these Terms and set off any amounts it owes against amounts the Customer owes.

14.3 Survival. Sections 5, 6, 7, 9, 11, 12, 15 and 16, and any provision of an Appendix that by its nature continues, survive the end of a Transaction.

15. Governing Law and Disputes

15.1 Governing law. These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable there, without regard to conflict-of-laws rules. The courts of Ontario have exclusive jurisdiction, and each party attorns to that jurisdiction.

15.2 Escalation. Before starting proceedings, the parties will refer any dispute to a senior representative of each, who will meet within 15 Business Days to try to resolve it in good faith. Either party may seek urgent injunctive relief at any time to protect data or confidential information.

15.3 CISG excluded. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16. General

16.1 Entire agreement. These Terms, the Order Document and any Signed Agreement are the entire agreement for each Transaction and supersede prior discussions about it.

16.2 Assignment. The Customer may assign a Transaction by giving Quantum written notice. Quantum may assign to an affiliate or a successor to its business.

16.3 Notices. Notices must be in writing. Legal notices to Quantum are sent by email to legalnotice@quantumlifecycle.com, with a copy to the Quantum contact named in the Order Document. General inquiries may be sent to info@quantumlifecycle.com or to that contact. Notices to the Customer are sent to the Authorized Contact. A notice is effective when delivered by hand or courier, or when the email is sent unless the sender receives a delivery failure message.

16.4 Severability and waiver. An invalid provision is modified to the minimum extent needed and the rest remains in force. A waiver is effective only in writing and only for the instance given.

16.5 Relationship. The parties are independent contractors. Nothing in these Terms creates a partnership, agency or fiduciary relationship, except that Quantum acts as the Customer's agent for the sale of Equipment under a Consignment Project.

16.6 Language. These Terms are published in English and in French on the Terms Page, and both versions are equally authoritative. A Customer in Quebec is provided with the French version first. Where the Customer has been provided with the French version and chooses the English version, the parties have expressly requested that these Terms and related documents be drawn up in English. Les parties ont expressément exigé que les présentes conditions et tous les documents qui s'y rattachent soient rédigés en anglais.

16.7 Electronic acceptance. Acceptance under Section 2.3 and electronic signatures have the same effect as a signed original.

16.8 Non-solicitation. Neither party will solicit for employment the other party's personnel involved in a Transaction, during the Transaction and for 12 months afterward, except through general advertising.

Appendix A – Upstream Supply

This Appendix applies when you send Equipment to Quantum to be resold, recycled or destroyed, including through ITAD Express, Quantum's Collection Containers or a sale to Quantum. It covers the commercial models, pickup, what you promise about the Equipment, receiving, locked devices, returns, title and risk, and what Quantum reports back to you.

A.1 Commercial Models

A.1.1 Models. Each Order Document states which of these commercial models applies:

Model	Who owns resalable Equipment	What the Customer pays	What the Customer is paid	When it is paid
Free Service	Quantum (Section A.7)	Nothing, on the conditions in the Order Document	Nothing	–
Basic Bill, including ITAD Express	Quantum (Section A.7)	The charges in the Order Document, which may be Logistics only and may be waived	Nothing	–
FMV Project	Quantum (Section A.7)	The fees in the Order Document	The Fair Market Value of resalable Equipment, or the agreed revenue share of it, netted against fees	Once the value is assigned in audit, whether or not Quantum has resold it, through a Settlement (A.9)
Consignment Project	The Customer, until Quantum sells it	The fees in the Order Document	The agreed share of Net Proceeds, less fees	Only once the Equipment is sold, through a Settlement (A.8)
Outright Purchase	Quantum (Section A.7)	No processing fees, unless the Order Document states them	The price in Quantum's Purchase Order	On the Purchase Order's payment terms (A.10)
Price List	Quantum (Section A.7)	Any rebates and charges the Price List states	The Price List price for Equipment that meets its grade descriptions	Through a Settlement (A.10.3)

A.1.2 Default model. Where an Order Document is silent, Basic Bill applies. ITAD Express is Basic Bill at a fixed published price (Section A.11).

A.2 Scheduling, Collection Containers, Site Access and Cancellation

A.2.1 Scheduling. Where Quantum provides Logistics, using its own vehicles or a carrier Quantum contracts, pickups are scheduled on confirmation by the Customer, and each pickup is confirmed in a Lot Confirmation that carries the link to these Terms. Quantum decides the vehicle and crew size; where the Equipment, site or access requires additional personnel (for example, a two-person crew), Quantum may charge for them at the rates in the Order Document or its Current Rates.

A.2.2 Site access and staging. The Customer will provide safe, timely access to pickup areas and, unless de-installation or packing services are quoted, will disconnect, package and stage Equipment at ground or loading dock level ready for removal. Where site conditions or Equipment differ materially from what was described, Quantum may charge its Current Rates for the additional work, and may refuse or suspend a pickup that presents a safety concern.

A.2.3 Pickup cancellation. The Customer may cancel or reschedule a pickup without charge on at least 2 Business Days' notice. Quantum may charge up to the quoted transportation and labour for later cancellations and for pickups that cannot proceed because of access or staging failures.

A.2.4 Collection Containers. Collection Containers that Quantum places at a Customer location are, and remain, Quantum's property. Ownership of a Collection Container does not pass to the Customer unless Quantum agrees in writing.

A.2.5 Container care. While a Collection Container is at its location, the Customer will maintain it in good condition and keep it secure; will not move, alter, brand or remove it without Quantum's consent; will place in it only the Equipment the Order Document allows; and will pay Quantum's replacement or repair cost for loss of or damage to it beyond normal wear and tear.

A.2.6 Container contents. The Customer remains responsible for the contents of a Collection Container until Quantum collects them. Title to and risk of loss of the contents pass to Quantum under Section A.7 when Quantum collects them, and the Customer's representations in Section A.3.2 apply to everything placed in the container.

A.2.7 Container removal. When the Order Document ends, or on Quantum's request, the Customer will make each Collection Container available for removal. Quantum may charge for containers that are not made available within 10 days.

A.3 Equipment Accepted and Customer Representations

A.3.1 Prohibited material. Quantum does not accept hazardous or regulated materials beyond those ordinarily contained in electronic equipment, including fluorescent or mercury lamps, electric-vehicle batteries, damaged or swollen loose lithium batteries, compressed gases, aerosols, liquids, biological or radioactive materials, or any material Quantum is not licensed to receive. Quantum may refuse, quarantine, return or lawfully dispose of prohibited material at the Customer's cost.

A.3.2 Customer representations. The Customer represents that, when Equipment is collected or delivered, each item: (a) meets the warranty in Section 10.4; (b) is free of Security Features, or is accompanied by the credentials needed to remove them; (c) matches the type, quantity, specifications and condition described in the Order Document; and (d) contains no prohibited material. Leased or third-party-owned Equipment is Nonconforming Equipment unless the Order Document accepts it.

A.3.3 Personal items and media. The Customer is responsible for removing any media, documents and personal property it wishes to keep.

A.3.4 Shipping obligations. The Customer remains responsible for its obligations as shipper under transportation laws, including the Transportation of Dangerous Goods rules for batteries, even where title passes to Quantum at loading. Unless the Order Document says Quantum will do it, the Customer packages, labels and declares Equipment as those laws require.

A.4 Receiving and Reconciliation

A.4.1 Receiving. On receipt Quantum records the date, packages and weight, and performs Serialization of serialized Equipment where the Order Document provides for it. Quantum's receiving records are the record of what was received.

A.4.2 Reconciliation. Where the Order Document requires it, Quantum will reconcile what it receives against an asset list the Customer provides and report discrepancies. Otherwise, a packing list or asset list is for reference only. Quantum does not guarantee that every item can be reconciled, and a discrepancy is not evidence of loss in Quantum's custody.

A.4.3 Data Security confirmation. Quantum performs Data Security as set out in the Order Document. At an R2 Facility, Quantum confirms to the Customer the receipt of Data-Bearing Devices, the Data Security method and whether Quantum or a Downstream Vendor will perform it, through its Incoming Settlement and Sales Report or customer portal, and then through the Certificate of Data Destruction, as the R2v3 Standard requires.

A.5 Security Features and Quarantine

A.5.1 Locked devices. Equipment received with a Security Feature enabled is placed in Quarantine, and Quantum will notify the Customer. Quantum may charge the Security Feature Fee. The service level does not apply to that device, and any credit for it is as stated in the Order Document. Sections A.5.1 and A.5.2 do not apply to ITAD Express: Quantum processes locked devices received under an ITAD Express booking as received, without Quarantine or a Security Feature Fee.

A.5.2 Customer options. Within the period in Section A.6.2, the Customer may (a) remove the Security Feature remotely or provide credentials, after which Quantum processes the device normally; (b) ask for the device back under Section A.6; or (c) have Quantum process it as locked, in which case its data-bearing components are physically destroyed and it is graded D, with any credit as stated in the Order Document.

A.5.3 Quarantine on request. Quantum may also place Equipment in Quarantine at the Customer's request (for example, pending a pricing or legal decision). Quarantined Equipment is held free of charge for 20 days and then at the storage rate of the facility holding it. At an R2 Facility, R2 Controlled Streams and materials with a negative value cannot be held for more than one year, except as the R2v3 Standard allows.

A.5.4 Service levels. Quarantined Equipment is excluded from the service level until it is released.

A.6 Nonconforming Equipment and Returns

A.6.1 R2 controls. At an R2 Facility, all Equipment is managed as an R2 Controlled Stream from the moment Quantum takes title, physical possession or contractual obligation for it for Upstream Supply, regardless of ownership, unless documented as an Unrestricted Stream under this Section A.6. At other facilities, the return, transfer and release rules in this Section A.6 still apply as contract terms. This Section does not apply to Logistics-only services (Appendix C).

A.6.2 Nonconforming Equipment. Nonconforming Equipment may be rejected on discovery. Quantum will segregate it, place it in Quarantine and notify the Customer. Within 30 days of Quantum's notice (the "Instruction Period"), the Authorized Contact may give a Return Instruction or tell Quantum to (a) cure the nonconformance, or (b) process the Equipment under these Terms. If no instruction is received within the Instruction Period, Quantum may process the Equipment.

A.6.3 Other returns. On a Return Instruction given within the Instruction Period, Quantum will also return (a) Equipment the Customer did not intend to send, where Quantum has not already processed it; (b) Equipment damaged in transit before delivery, where the Customer pursues a carrier claim; and (c) recalled Equipment, to the manufacturer under the recall program.

A.6.4 Where returns go. Returns are made to the Customer at the address from which the Equipment came or another Customer location named in the Return Instruction, or to the manufacturer under a recall.

A.6.5 Condition and data. Quantum does not audit, test or sanitize returned Equipment unless the Customer asks and pays for it. The Customer is responsible for any data on it from the time it is tendered to the Customer or its carrier.

A.6.6 Title and charges. Title to returned Equipment remains with, or reverts to, the Customer. The Customer pays return freight and the Return Handling Fee, and returned Equipment earns no credit unless the Order Document says otherwise.

A.6.7 Devices with data. Section 7.5 applies to any device the Customer asks to have returned with data on it.

A.6.8 Third-party recipients. Quantum will send Equipment to anyone other than the Customer (including a lessor or repair vendor, but not a manufacturer receiving a Warranty Return or Recall as defined in the R2 Equipment Categorization) only where it is satisfied the recipient can lawfully receive it. At an R2 Facility, that Equipment remains an R2 Controlled Stream, and Quantum must first qualify the recipient as a Downstream Vendor under the R2v3 Standard, at the Customer's cost.

A.6.9 Items released without processing. At an R2 Facility, Equipment received new in unopened original manufacturer packaging, and items containing no electronics, may be resold or recycled without processing, unless the Order Document requires their destruction.

A.6.10 No resale. Where the Customer prohibits resale or donation of Equipment in writing, Quantum will perform Data Security on it (logical or physical) and direct it to materials recovery, and any credit for it is as stated in the Order Document.

A.7 Title and Risk of Loss

A.7.1 Title. Except for Consignment Projects and Equipment returned under Section A.6, title passes to Quantum, free of all liens and claims, when Equipment is loaded onto a Quantum vehicle or, where Quantum does not collect it with its own vehicle, when it is received at a Quantum facility. Quantum may then resell, refurbish, dismantle or recycle it as it determines. Title is not conditional on any Settlement or payment.

A.7.2 Risk. Risk of loss passes to Quantum (a) when Equipment is loaded onto a Quantum vehicle; (b) where Quantum contracts a third-party carrier, when the Equipment is received at the Quantum facility, and Quantum will pursue the carrier and its insurer for any loss of or damage to the Equipment in transit and credit the Customer with what it recovers; or (c) where the Customer arranges transport, when the Equipment is received at the Quantum facility.

A.8 Consignment Projects

A.8.1 Consignment. Under a Consignment Project, the Customer keeps legal title to resalable Equipment until Quantum sells it to a buyer, and Quantum sells it as the Customer's agent, through the channels and at the prices Quantum determines in good faith, unless the Order Document sets minimum prices.

A.8.2 Payment and unsold Equipment. Quantum remits the agreed share of Net Proceeds, less the fees in the Order Document, through a Settlement for each period stated in the Order Document. If consigned Equipment is unsold 180 days after audit, Quantum may notify the Customer that it needs to recycle it. Unless the Customer asks within 30 days of that notice for the Equipment back at its cost, Quantum may recycle it.

A.8.3 Equipment that cannot be resold. Equipment below Quantum's Resale Criteria, and the data-bearing components of consigned Equipment, are processed as for other Upstream Supply. Title to Equipment directed to recycling passes to Quantum when it is so directed.

A.8.4 Loss of consigned Equipment. Quantum is responsible for loss of consigned Equipment while in its custody, up to the limit in Section 11.5. The Customer insures the Equipment for any greater value.

A.9 Audit, Valuation and Settlement

A.9.1 Audit and grading. Equipment suitable for resale is audited for configuration, functionality and cosmetic condition and graded on Quantum's grading scale. Quantum establishes the Fair Market Value of each item from the audit. Equipment below Quantum's Resale Criteria is recycled and earns no credit unless the Order Document says otherwise.

A.9.2 Valuation. Quantum's valuation is final except for manifest error notified within 10 Business Days of the Settlement. Pricing Indications and estimates in a Quote are not binding (Section 4.5).

A.9.3 Resale. Quantum may resell Equipment through any channel and will remove Customer asset tags and identifying labels.

A.9.4 Settlements. Where value is paid or charges are netted for a Lot, or for a batch of Lots in a period, Quantum issues a Settlement through a Settlement Report when processing is complete or as the Order Document provides. It sets out the Equipment and material received, the value or share earned, the fees and charges, taxes, and the net amount payable by one party to the other.

A.9.5 Customer may owe. The net amount may be payable by the Customer even on a Lot quoted with a credit, for example where Equipment is locked, incomplete or does not meet the Resale Criteria.

A.9.6 Final report. The Settlement is the final report for the Lots it covers and supersedes Pricing Indications and estimates. Disputes are handled under Section 5.4.

A.10 Outright Purchases and Price Lists

A.10.1 Purchase Orders. Where Quantum buys Equipment outright, whether it sourced the Equipment, bid on it or is buying parts for repair or resale, its offer is based on the descriptions, specifications, quantities and condition information the Customer provides. The offer is valid for 30 days or as otherwise stated on the Purchase Order, and Quantum may revise or withdraw it for Equipment received after that.

A.10.2 Commitment and payment. Quantum commits to buy only by issuing a Purchase Order (Section 4.4), and pays the purchase price within the payment terms on the Purchase Order for Equipment that conforms to it. No Settlement is issued.

A.10.3 Price Lists. Where Quantum issues a Price List, Quantum will pay the listed price for Equipment received while the Price List is in effect that meets its grade descriptions, based on Quantum's scale weights and grading at receipt, net of any rebates and charges the Price List states. Quantum may change or withdraw a Price List by notice, effective on the date the notice states, and the price in effect on the date of receipt applies. Payment is made through a Settlement.

A.10.4 Unpriced Equipment. Equipment that arrives without a Purchase Order or applicable Price List is handled as an FMV Project or Basic Bill (for assets), as Quantum determines, or at Quantum's current Price List (for commodities and recycling material), unless the Order Document says otherwise.

A.10.5 Inspection. Quantum may inspect and test purchased Equipment for up to 30 Business Days after receipt and will notify the Customer of any discrepancy within 5 Business Days of completing its review. A discrepancy includes missing components, damaged or non-functional units, incorrect

models or specifications, quantity variances, Security Features, and any other material difference from the information on which the offer was based.

A.10.6 Discrepancies. For discrepant Equipment, Quantum may, at its option: (a) adjust the price to reflect the Equipment actually received; (b) return it to the Customer, at the Customer's cost, for a full refund or credit; or (c) keep and process it at a revised price agreed with the Customer. If the Customer does not respond to a discrepancy notice within 10 Business Days, Quantum may apply option (a).

A.11 ITAD Express

A.11.1 ITAD Express. ITAD Express is Quantum's standardized Upstream Supply solution, on the Basic Bill model at a fixed price published or quoted at booking, booked online or through Quantum's team. It is available to any Customer. The rest of these Terms apply to it as simplified by this Section, except that Sections A.5.1 and A.5.2 do not apply (Quantum processes locked devices as received). Quantum may add other services to an ITAD Express booking, such as wiping and reimaging a device the Customer keeps, where the Customer requests and pays for them; those services are performed under Appendix C.

A.11.2 Pricing and payment. The Customer provides a payment card at booking, which Quantum keeps on file for the booking. Quantum charges the card the fixed price for the services performed, adjusted where site conditions or Equipment differ from the booking, and may withhold reports and certificates until paid.

A.11.3 Title and reconciliation. Title passes to Quantum at pickup. Quantum may resell, repurpose or recycle the Equipment, and does not provide an itemized reconciliation or pay any value for it unless the booking includes it.

A.11.4 Staging and cancellation. Unless white-glove service is booked, the Customer stages the Equipment for pickup. On-site shredding may be booked with ITAD Express and is performed under Appendix D. Cancellations with less than 2 Business Days' notice may be charged up to the full booked amount.

A.11.5 Liability. Quantum's liability for an ITAD Express booking is limited as set out in Section 11.5.

A.12 Deliverables and Service Levels

A.12.1 Processing time. Where the Order Document states a processing time, Quantum processes Equipment within that number of Business Days, measured from receipt. Quarantined Equipment, Equipment awaiting instructions, and periods when the Customer's cooperation or payment is outstanding are excluded.

A.12.2 Reports and certificates. For each Lot, Quantum provides the following through its customer portal, as applicable. A certificate covers only the Equipment and processes identified in it, names the facility that performed them, and refers to R2 certification only where that facility is an R2 Facility.

Report or certificate	What it shows
Incoming Settlement and Sales Report	Asset-level details of what was received and the services performed, with associated fees and applicable credits, including Fair Market Value or resale information where applicable
Serialization and Material Details Report	A detailed view of the Equipment and material received, including serial numbers, make, model and key specifications where applicable
Certificate of Data Destruction	The Data-Bearing Devices or media on which Quantum performed Data Security, and the method

Report or certificate	What it shows
Certificate of Destruction	Equipment or material Quantum physically destroyed
Certificate of Recycling	Equipment or material Quantum recycled by the best available method
Settlement Report	The Settlement for the Lot or period, as an invoice or a credit

A.12.3 Records. Quantum retains processing records for at least three years and will make them available to the Customer or its auditor on reasonable notice.

Appendix B – Sale of Equipment and Commodities

This Appendix applies when you buy Equipment, parts or commodities from Quantum, directly or through an online marketplace, and when Quantum pays a processor to take negative-value material (Section B.10). It covers orders, payment, delivery, grading, warranty and returns. In this Appendix, the Customer is the "Buyer".

B.1 Orders and Pricing

B.1.1 Sales Orders. A sale is made when Quantum issues its Sales Order, which states the Equipment, grade, quantity, price and delivery terms. Pricing for Equipment not yet on a Sales Order may change with market conditions.

B.1.2 Deposits. Quantum may require a deposit, as stated in the Sales Order, before allocating or preparing Equipment for shipment. Deposits are non-refundable except where Quantum cannot supply the order.

B.1.3 New product. Where Quantum sells new product, it carries only the manufacturer's warranty, passed through to the Buyer where the manufacturer allows. Section B.4.2 and the Quantum limited warranty in Section B.5.1 do not apply to new product unless the Sales Order says so.

B.2 Payment

B.2.1 Payment. Unless Quantum has approved credit terms in writing, payment in full is due before shipment. Accepted payment methods are wire transfer, EFT or credit card. Bank, wire and card processing charges are paid by the Buyer.

B.2.2 Holds. Quantum may hold shipments and future orders until the Buyer's account is current.

B.3 Delivery, Title and Risk

B.3.1 Delivery and risk. Unless the Sales Order states otherwise, Equipment is sold FCA Quantum's shipping facility (Incoterms 2020). Delivery takes place, and risk of loss passes to the Buyer, when Equipment is handed to the Buyer's carrier or collected by the Buyer.

B.3.2 Title. Title passes to the Buyer when Quantum has received payment in full. Between Delivery and payment in full, the Buyer may resell the Equipment in the ordinary course of its business, but may not export or encumber it.

B.3.3 Freight. Unless agreed in writing, the Buyer arranges and pays for freight, insurance and export or import documentation. If Quantum arranges freight as a convenience, it does so as the Buyer's agent. Delivery dates are estimates.

B.3.4 Pickup. The Buyer will collect Equipment within 10 Business Days after payment. After that, Quantum may charge storage at the rate of the facility holding it.

B.4 Condition, Grading and Disclosures

B.4.1 Condition and disclosures. Equipment sold by Quantum is new, used, refurbished or recovered, as the Sales Order states, and used, refurbished or recovered Equipment is sold by Quantum, not by the original manufacturer. For each item or Lot of used Equipment, Quantum discloses before sale its functional status, cosmetic grade, whether data storage has been sanitized or removed, its unique or batch identifiers, and the applicable return policy. For Equipment sold from an R2 Facility, these disclosures meet the R2v3 Standard's requirements for the sale of functioning equipment.

B.4.2 Grades. Grades and specifications reflect Quantum's good-faith assessment at the time of testing. Used equipment may vary in cosmetic condition, battery health and component wear within a stated grade.

B.4.3 As-is sales. "As-is" means untested. Equipment sold as-is, "for parts", "non-functional" or by weight or commodity grade is sold without any warranty of function. From an R2 Facility, Quantum sells untested or non-functional Equipment only to Buyers it has qualified as Downstream Vendors under the R2v3 Standard. From an R2 Facility, Quantum performs Data Security before sale on untested Data-Bearing Devices that have not been sanitized or evaluated as not containing data, unless the Buyer is a Downstream Vendor that Quantum has verified under the R2v3 Standard to sanitize that type of device and the sale is under a written contract that requires it.

B.5 Limited Warranty and Extended Warranty

B.5.1 Limited warranty. Used Equipment sold as tested and functional is covered by Quantum's limited warranty for 30 days from Delivery: if it fails to perform its basic functions as described at sale, Quantum will, at its option, repair or replace it or refund the price paid for it, on return under Section B.6. This is the Buyer's sole remedy for defective Equipment, except under an extended warranty.

B.5.2 Extended warranty. Quantum may offer an extended warranty for a fee, as stated in the Sales Order. An extended warranty extends the remedy in Section B.5.1 for the period purchased, on the terms of Quantum's separate extended warranty agreement.

B.5.3 Manufacturer warranty. Any remaining original manufacturer warranty applies only on the manufacturer's terms. The manufacturer does not warrant third-party parts, repairs, refurbishment, testing, grading or resale, and claims about those must be made to Quantum.

B.5.4 Disclaimer. Except for these warranties and to the extent permitted by law, Equipment is sold without any other warranty or condition, express or implied, including merchantable quality, fitness for a particular purpose or compatibility with the Buyer's use.

B.5.5 Marketplace sales. For Equipment sold through an online marketplace, the warranty and return policy shown on Quantum's listing, and the marketplace's purchaser terms, apply in place of Sections B.5.1, B.5.2 and B.6.

B.6 Inspection, Claims and Returns

B.6.1 Inspection. The Buyer must inspect Equipment within 3 Business Days of receipt and notify Quantum in writing, with photographs, packing list and unit counts, of any shortage, mis-shipment or material difference from the Sales Order. Claims after that period are not accepted, except warranty claims under Section B.5.

B.6.2 Returns. Returns require a return authorization (RMA) number issued by Quantum and must be in the condition shipped, with serial numbers matching Quantum's records. Where a claim is confirmed, Quantum will, at its option, replace the units, credit the Buyer or refund the price paid for them, and will reimburse reasonable return freight.

B.6.3 Final sales. Otherwise all sales are final, and Quantum does not accept returns for change of mind, downstream customer rejection or disclosed cosmetic or functional grades.

B.6.4 Consumers. For individual consumers, nothing in this Appendix limits rights that cannot be excluded under consumer protection law or marketplace purchaser agreements.

B.7 Buyer Compliance and Export

B.7.1 Compliance and export. The Buyer is responsible for complying with all laws that apply to its use, resale, refurbishment, export and disposal of Equipment, including export controls, sanctions and the controls on transboundary movement of electronic waste. The Buyer will not export Equipment to a destination where its import is prohibited, or to a sanctioned person or country.

B.7.2 Data. The Buyer will not attempt to recover data from any Equipment and will notify Quantum promptly if it finds data on any device.

B.7.3 Untested Equipment. Untested and non-functional Equipment bought from an R2 Facility must be managed by the Buyer only through processors that conform to Appendix A of the R2v3 Standard, to final disposition or the first R2 Facility, and the Buyer will give Quantum the receiving and disposition records it needs to verify that chain. Other untested Equipment and commodities must go to processors lawfully authorized to receive them.

B.7.4 Resale restrictions. Where Quantum's agreement with a manufacturer or distributor restricts to whom, where or how products may be resold, and the Sales Order identifies the restriction, the Buyer will comply with it.

B.8 Recovery Reporting (Ontario)

B.8.1 Ontario recovery reporting. Where Quantum has reported Equipment on a Sales Order as recovered to the Resource Productivity and Recovery Authority (RPRA) under the Resource Recovery and Circular Economy Act, 2016, the Buyer acknowledges that recovery has been claimed by Quantum. The Buyer will not claim, report or transfer that Equipment, or materials recovered from it, as recovered toward its own or anyone else's obligations, so that the same recovery is not counted twice, and remains responsible for any obligations that apply to its own subsequent use, resale, export or disposal. Quantum keeps the related records and will provide copies on request.

B.9 Commodities

B.9.1 Weights and grades. Commodities are sold by weight, grade or assay as stated in the Sales Order. Weights and grades at Quantum's shipping scale govern unless the Sales Order specifies an independent weighing or assay. Claims about weight or grade must be made within 5 Business Days of receipt with supporting documentation.

B.10 Negative-Value Material

B.10.1 Scope. Where Quantum pays a processor to take negative-value material, the fee and material are stated in Quantum's Purchase Order or Sales Order, and the processor is the Buyer under this Appendix.

B.10.2 Processor obligations. The Buyer represents that it is lawfully authorized to receive and process the material, and will process it only by lawful means, without landfilling or exporting it except as the law allows and the order states. Where the material is shipped from an R2 Facility, the Buyer must first be qualified by Quantum as a Downstream Vendor under the R2v3 Standard and will provide the information and audit access that qualification requires.

B.10.3 Records, title and risk. The Buyer will provide weight tickets and, on request, certificates or other evidence of final processing. Title and risk pass to the Buyer when the material is loaded for shipment from Quantum's facility.

Appendix C – Services

This Appendix applies when Quantum works on Equipment that you or your End Users keep: DLM, configuration, kitting, IT support, repair, warehousing and fulfillment, returns management, and moves between your locations. Work at your premises is covered by Appendix D.

C.1 Scope and Statements of Work

C.1.1 Scope. Each service is described in an Order Document or statement of work, including scope, service levels, deliverables and fees. Work outside that scope is performed only on the Customer's request and at Quantum's Current Rates.

C.1.2 Channel Partners. Where Quantum performs services for the End Users of a Channel Partner, the Channel Partner is the Customer under these Terms and represents that it has the End User's authority to instruct Quantum. The Channel Partner's own agreement with Quantum governs where it conflicts with these Terms.

C.1.3 End Users. Where Quantum performs services directly for an End User, the Order Document or statement of work sets out the services, service levels and fees. Redeployment and Data Security of the Customer's Equipment are part of DLM.

C.2 Ownership, Custody and Risk

C.2.1 Title. Title to the Customer's Equipment stays with the Customer at all times. Quantum holds it as bailee and will handle it in accordance with the Customer's instructions and these Terms.

C.2.2 Custody. Quantum is responsible for loss of or damage to the Customer's Equipment while in Quantum's custody to the extent caused by Quantum's negligence, up to the limit in Section 11.5. The Customer insures its Equipment for its full value, including while in Quantum's custody (Section 12.4).

C.2.3 Inventory records. Quantum's inventory and receiving records are the record of what Quantum holds. Quantum will perform cycle counts periodically or at the Customer's request and report variances. Inventory variance within 1% of units handled in a year is not a loss attributable to Quantum.

C.3 Customer Responsibilities

C.3.1 Instructions and software. The Customer will provide accurate instructions, images, software, licences, credentials and configuration requirements, and warrants that it holds all licences needed for Quantum to install and use any software it provides. Quantum is not responsible for defects in Customer-provided images or software.

C.3.2 End Users. The Customer is responsible for its End Users' compliance with return instructions, and for the condition of Equipment its End Users return.

C.4 Data on Customer Devices

C.4.1 Redeployment. Where a service returns a device to service (for example, redeployment to another user), Quantum performs Data Security on the device first.

C.4.2 Repair and return. Where a device is sent to Quantum for repair and must come back with its data on it, Section 7.5 applies.

C.4.3 Third parties. Quantum sends a device to a third party (for example, a manufacturer's repair depot) only where the third party can lawfully receive it and, at an R2 Facility, after qualifying it as a Downstream Vendor under the R2v3 Standard.

C.4.4 Devices not returned to service. Devices that are not returned to service are handled under Appendix A at the Customer's direction.

C.5 Repair Services

C.5.1 Repair warranty. Quantum warrants its repair workmanship for 90 days. Parts are new, refurbished or recovered as stated in the Order Document. Manufacturer warranty repairs are performed under the manufacturer's program and terms.

C.6 Storage

C.6.1 Storage. Storage is provided for the period in the Order Document, at the storage rates set by the Quantum facility holding the Equipment. At an R2 Facility, the R2v3 Standard does not allow Quantum to store R2 Controlled Streams or materials with a negative value for more than one year, so storage there is limited to one year, and Quantum will notify the Customer before that limit is reached. At other facilities, there is no maximum storage period while storage fees are paid.

C.6.2 End of storage. If the Customer does not give disposition instructions within 30 days of Quantum's notice at the end of a storage period, or if storage fees are unpaid for 60 days, Quantum may return the Equipment to the Customer at its cost or, after a further written notice of 30 days, process it under Appendix A and set off any credit against amounts owed.

C.7 Warehousing and Fulfillment

C.7.1 Fulfillment. Quantum receives, stores, kits, picks, packs and ships product on the Customer's instructions. The Customer is responsible for the product, its labelling, its regulatory compliance and its contents, and Quantum does not inspect product beyond visible damage and count on receipt unless the Order Document says otherwise.

C.7.2 Shipping. Quantum ships using the carriers and service levels the Customer specifies or Quantum selects, as the Customer's agent. Risk of loss in transit passes to the Customer (or its customer, as the Customer's terms provide) on tender to the carrier.

C.7.3 Returns management. Where the Order Document includes it, Quantum receives product returned by the Customer's End Users, records it, and restocks, repairs, returns or disposes of it on the Customer's instructions. Returned product that Quantum is told to dispose of is handled under Appendix A.

C.8 Logistics-only (Moves Between Customer Locations)

C.8.1 Scope. Where the Order Document provides for it, Quantum will collect Equipment from one Customer location and deliver it to another location the Customer designates, using Quantum's vehicles or a third-party carrier Quantum contracts. The Equipment does not enter a Quantum facility, and Quantum does not process, sanitize, test or grade it unless the Order Document says so.

C.8.2 Data services declined. Unless the Order Document includes Data Security, the Customer confirms that it has declined Quantum's Data Security services for the relocated Equipment, against Quantum's recommendation, and that the Equipment will remain in the Customer's ownership and use. Quantum does not issue certificates for relocated Equipment, and a relocation is not an R2 activity.

The Customer remains responsible for the data on the Equipment, including for encrypting devices before pickup.

C.8.3 Liability. Quantum is responsible for loss of or physical damage to relocated Equipment while in its custody to the extent caused by Quantum's negligence or, for a third-party carrier Quantum contracts, to the extent Quantum recovers from the carrier and its insurer. The limit is in Section 11.5.

C.8.4 Data on relocated Equipment. Quantum is not liable for loss of, access to or recovery of data on relocated Equipment, or for the cost of notifying anyone of a data incident, except to the extent caused by Quantum's wilful misconduct.

C.8.5 Customer responsibilities. The Customer will have Equipment disconnected, packed or palletized (unless packing is included in the Order Document) and ready at the scheduled time; provide safe access at both locations; have a representative available at pickup and delivery; and insure the Equipment while in transit. Waiting time and failed pickups or deliveries caused by the Customer are charged at Quantum's Current Rates.

C.8.6 No staging at Quantum facilities. If Equipment must be held overnight or staged at a Quantum facility, the Customer will be told in advance and the Order Document will say so. Equipment held at an R2 Facility is managed under the R2v3 Standard while it is there.

C.8.7 Licences and insurance. Quantum holds the operating authority required by law for its own vehicles. Quantum approves each third-party carrier under its carrier compliance program before use, and sets carrier operating authority, safety rating, dangerous goods training, insurance and security requirements in its carrier agreements.

C.9 Fees and Invoicing

C.9.1 Invoicing. Fees for Services are invoiced monthly or when the service is complete, as the Order Document states, with any fixed program fees invoiced in advance, and are payable under Section 5.

C.9.2 End of service. On termination of a service, Quantum will return or ship the Customer's Equipment as instructed, after payment of all amounts due.

Appendix D – On-site Services

This Appendix applies when Quantum works at your premises, for example on-site Data Security, inventory, decommissioning or deployment. Equipment Quantum takes away from the site is then handled under Appendix A (resale, recycling or destruction), Appendix C (Equipment you keep) or Section C.8 (moves to another of your locations).

D.1 Scope and Scheduling

D.1.1 Scope. The Order Document describes the work, the site, the schedule, the number of Quantum personnel and the fees. Work outside that scope is performed only on the Customer's request and at Quantum's Current Rates.

D.1.2 Cancellation and waiting time. The Customer may cancel or reschedule on-site work without charge on at least 2 Business Days' notice. Later cancellations, and visits that cannot proceed because of access, readiness or safety problems at the site, may be charged at the quoted labour and travel rates. Waiting time beyond 30 minutes is charged at Quantum's Current Rates.

D.2 Site Access, Safety and Security

D.2.1 Site access. The Customer will provide safe, timely access to the work areas, suitable power, lighting, loading and parking, and a site contact with authority to direct access. The Customer will tell Quantum in advance of its site rules, security procedures and any known hazards (including hazardous materials, restricted areas and environmental conditions).

D.2.2 Site rules. Quantum personnel will follow the Customer's reasonable site, safety and security rules provided in advance. Quantum remains responsible for supervising its own personnel and the way the work is done, and may stop work where it considers conditions unsafe.

D.2.3 Personnel requirements. Where the Customer requires background checks, security clearances, escorts, training or site-specific documentation for Quantum personnel, the Customer will say so before the Order Document is accepted. Quantum may charge for the time and cost involved, and the schedule allows for the time needed to obtain them.

D.3 Standard of Care and Customer Property

D.3.1 Standard of care. Quantum will perform On-site Services with reasonable skill and care, in a professional manner, and in accordance with the Order Document.

D.3.2 Damage to premises. Quantum is responsible for physical damage to the Customer's premises and property caused by the negligence of its personnel while on site, up to the limit in Section 11.5. The Customer will note any pre-existing damage before work begins and report any damage it attributes to Quantum before Quantum personnel leave the site, or within 2 Business Days for damage that is not reasonably visible.

D.3.3 Customer preparation and downtime. The Customer is responsible for backing up data and configurations, disconnecting Equipment from networks, utilities and connected systems (unless the Order Document includes that work), and for any interruption to its operations that decommissioning, moves or other planned work necessarily causes. Quantum is not liable for downtime or business interruption except as caused by its negligence.

D.4 On-site Data Security

D.4.1 Method and witnessing. On-site Data Security is performed by the method stated in the Order Document (for example, shredding, crushing or logical sanitization). Quantum records the serial numbers of the devices or media destroyed where the Order Document provides for Serialization, and otherwise records destruction by Lot. The Customer may witness the work from a safe position outside the shredding vehicle; only Quantum personnel operate Quantum's equipment.

D.4.2 Certificates. Quantum issues a Certificate of Data Destruction only for the devices and media processed by Quantum personnel in the course of the on-site work and identified in Quantum's records. Where the work is performed by personnel of an R2 Facility under its certified processes, as the Order Document states, the R2v3 Standard applies to that work; otherwise it does not, and the certificate does not refer to R2.

D.4.3 Equipment taken from site. Shredded or destroyed material and other Equipment that Quantum takes from the site becomes Upstream Supply: title and risk pass to Quantum when it is loaded onto Quantum's vehicle, and Appendix A applies from that point.

D.5 Insurance and Personnel

D.5.1 Insurance requirements. Quantum's insurance is described in Section 12.3. Where the Customer requires specific limits, additional-insured status or certificates for site access, the Customer will say so before the Order Document is accepted, and Quantum may charge any additional premium.

D.5.2 Personnel. Quantum personnel remain Quantum's employees or contractors and are not employees or agents of the Customer. Section 16.8 (non-solicitation) applies.