

Crushed Lamps Prepaid Recycling Stamps Instructions and Terms and Conditions

PROGRAM APPROVED FOR USE IN THE USA ONLY. NOT FOR EXPORT.



Any alterations to this label will void the Terms and Conditions set forth for the RecyclePak® program. Additionally, your company will be subject to additional fees.

Questions regarding this program should be directed to customer service, toll-free at 1-888-669-9725

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RECYCLEPAK® PACKAGING AND SHIPPING INSTRUCTIONS

THE INSTRUCTIONS MUST BE FOLLOWED FOR SAFE PACKAGING, STORAGE & SHIPMENT OF YOUR WASTE

Crushed Lamps Prepaid Recycling Stamp (Applies to Supply-276)

Required Safety Supplies:

Veolia recommends the user of this service to utilize gloves and safety glasses when handling any kind of hazardous material.

AUTHORIZED CONTENTS: - The RECYCLEPAK® Crushed Lamps Prepaid Recycling Stamps are designed for use with drums of crushed linear lamps ONLY. Please follow the guidance below as to the types of crushed lamps allowed for use with these prepaid recycling stamps. Shipping unauthorized materials with these prepaid recycling stamps may be a violation of federal and state laws and regulations and will subject you to additional handling fees as well as violate our terms and conditions and eliminate any liability protection offered under this program.

• SUPPLY-276— RecyclePak® Crushed Lamps Prepaid Recycling Stamp — Designed to recycle up to 550 lbs. of crushed linear lamps resulting from the use of a drum top-style crushing device. NOT FOR USE WITH CRUSHED CFLS OR U-TUBES.

STATE RESTRICTIONS – THE FOLLOWING STATES DO NOT ALLOW INTENTIONAL CRUSHING OR BREAKING OF FLUORESCENT LAMPS: CALIFORNIA, CONNECTICUT, MAINE, MINNESOTA, MISSOURI, NEW HAMPSHIRE, PENNSYLVANIA, RHODE ISLAND, VERMONT, AND WEST VIRGINIA. IF YOU ARE USING A DRUM-TOP STYLE CRUSHING DEVICE IN THESE STATES, CONTACT THE MANUFACTURE OF THE CRUSHER FOR FURTHER INSTRUCTIONS.

ADDITIONAL RESTRICTIONS: PROGRAM NOT AVAILABLE IN ALASKA, HAWAII, PUERTO RICO OR CANADA.

LIMIT ONE DRUM PER PREPAID RECYCLING STAMP. DO NOT MAKE COPIES OF PREPAID RECYCLING STAMPS.

Step #1 - Properly Package and Label Crushed Lamps

- 1. All precautions should be taken to eliminate the release of mercury vapors into the environment. Follow all instructions for using your drum-top crushing device to minimize vapor release.
- 2. Crushed lamps must be packaged in a DOT approved, 55 Gal steel drum with a tightly secured lid.
- 3. When drum is full, properly seal the drum in accordance with manufacturer's specifications including properly torqueing any bolts. **DO NOT ALTER THE DRUM IN ANY WAY. ALTERED DRUMS WILL NOT BE ACCEPTED FOR PICKUP.**
- 4. Prior to pick up of your filled drum, additional storage labeling may be required for compliance with federal, state and location regulations and laws. **STORAGE LABELS WILL NOT BE SUPPLIED WITH THIS PROGRAM.** Please contact your state regulatory agency for proper guidance.

Step #2 - Properly Label Drum for Shipment

1. When the drum is properly sealed and ready for shipment adhere the prepaid stamp to the front of the drum in the upper third area of the drum. **DO NOT APPLY THE LABEL TO THE DRUM LID**. Certain states require additional labeling. Please contact your state regulatory agency for proper guidance.



Step #3 - Properly Palletize Drums

- 1. Palletizing drums correctly ensures compliance with DOT regulations regarding shipping of crushed lamps.
- 2. Drums must be placed on a standard 4ft pallet for shipping. **DO NOT PLACE MORE THAN FOUR DRUMS ON A PALLET.**Position drums on pallet so prepaid stamps are visible through shrink or stretch wrap.
- 3. Once drums have been placed on a pallet, the drums must be secured with shrink or stretch wrap. (Remember to wrap the pallet as well to minimize shifting in transit).

Step # 4 - Arranging for Pick Up

- 1. Complete included Pickup Request form and fax it to (920) 757-5485 or e-mail to Pak.TS@veolia.com
- 2. Veolia will process your request and send you a Bill of Lading (BOL) or Manifest shipping document.
- 3. Secure BOL or Manifest to the front of the shrink-wrapped drum(s). DO NOT COVER ANY STAMP. Stamp must be visible.
- 4. Please allow 7-10 business days for pickup of your palletized drums.

IMPORTANT

You **MUST** contact Veolia to arrange pickup of your drums(s) by faxing or emailing the included Pickup Request Form. If you do not have a pickup request form, please call 888-669-9725 to obtain one.

DO NOT CONTACT FEDEX GROUND, FEDEX FREIGHT OR ANY OTHER LTL CARRIER TO ARRANGE PICKUP.Collect shipments will be refused and all charges relating to the shipment will be the responsibility of the shipper. Additionally, improper shipment of your waste may subject your company to fines

LIMIT ONE DRUM PER PREPAID RECYCLING STAMP. DO NOT MAKE COPIES OF PREPAID RECYCLING STAMPS. DO NOT ALTER LABELS.



RECYCLEPAK® PREPAID STAMP TERMS AND CONDITIONS

USE OF THE RECYCLEPAK® PREPAID STAMP IS CONSIDERED ACCEPTANCE OF THE TERMS AND CONDITIONS.

Thank you for choosing the RECYCLEPAK® prepaid stamp service for the return transportation and recycling of linear lamps and crushed lamps (The word "MATERIALS" is used herein to describe these lamps). Each RECYCLEPAK® prepaid stamp will describe the type of MATERIALS and pallet or drum for which it should be used. Please check your RECYCLEPAK® prepaid stamp to verify the MATERIALS and pallet or drum it should be applied to. In order to serve you better, we have prepared these Terms and Conditions to set forth your and our rights and obligations. Please understand that, by using RECYCLEPAK® prepaid stamps, you are agreeing to these Terms and Conditions.

Refunds- If you purchased your RECYCLEPAK® prepaid stamp online at www.prepaidrecycling.com or any of our manufacturing partner web sites and do not agree with these Terms and Conditions, please call us, within 15 days, toll-free at 1.888.669.9725 for return instructions. We will make every effort to send you a refund following our receipt of the unused RECYCLEPAK® prepaid stamp. To be eligible for a refund, you must provide a proof of purchase, so please retain your receipt showing the purchase price and date. If you purchased your RECYCLEPAK® prepaid stamp from a distributor or third-party, please contact the distributor or third-party directly to request a refund.

Our Promise- When you use an individually numbered RECYCLEPAK® prepaid stamp for the MATERIALS specified on the stamp in the prescribed container, we promise to provide you transportation and disposal of those MATERIALS, provided you have placed the stamp on the pallet or drum as specified on the stamp (pallet, drum, etc.), the pallet or drum holds only the MATERIALS as specified on the stamp, and your MATERIALS have not been damaged and have been properly packed and sealed in accordance with our instructions and U.S. Department of Transportation and all other applicable federal, state and local statutes, ordinances, laws, orders, rules and regulations. In accordance with 40 CFR 264.12(b), 273.18(d) and 273.38(d), we have the appropriate permits and agree to receive the MATERIALS, as described on the RECYCLEPAK® prepaid stamp and instructions.

We also promise that we will properly manage, recycle and dispose of the MATERIALS in accordance with the law, provided that we receive your shipment containing the RECYCLEPAK® prepaid stamp within 18 months of purchase date. If you abide by your promise as stated below, we agree to take title, and all other incidents of ownership, to your MATERIALS at the time that the shipment containing your MATERIALS is received by our transporter.

Your Promise- You promise that you will send us only the MATERIALS as specified in the RECYCLEPAK® prepaid stamp you have purchased, in the type of pallet or drum as specified on that stamp, packaged in accordance with our instructions (which we will provide to you at the time we send you the stamp), and in accordance with U.S. Department of Transportation and all other applicable federal, state and local statutes, ordinances, laws, orders, rules and regulations. We will be unable to accept any shipment containing a RECYCLEPAK® prepaid stamp if that shipment is not packaged in accordance with our instructions and applicable laws. Furthermore, you promise not to exceed the stated capacity of the pallet or drum as specified on, or to add other MATERIALS to your pallet or drum not covered by the stamp. Each RECYCLEPAK® prepaid stamp is only good for a one-time shipment, and therefore should not be copied for use with another shipment.

Please understand that your failure to keep your promise may result in bodily injuries (including death), property damage, contamination of or adverse effects on the environment and/or violation of applicable laws or regulations and may also result in our seeking indemnification from you under the Indemnification section below. Legal action, suits, claims, costs and expenses incidental thereto, in addition to government-assessed fines and penalties could occur in connection with your failure to keep your promise.

Additional Charges and Return of Materials - So we can serve you better, please be sure to use RECYCLEPAK® prepaid stamps for only the specified MATERIALS and pallet or drum, in accordance with our instructions. If you ship us (a) MATERIALS of any type other than those specified on the stamp, (b) MATERIALS in a pallet or drum other than as specified on the stamp or in excess of the capacity of that pallet or drum, (c) wastes that are not MATERIALS, we will charge you additional fees and you agree to pay those fees within 30 days of invoice. Those fees will include (1) \$75.00 for each pallet or drum that is not as described on its stamp, (2) any additional transportation costs associated with the nonconforming shipment, and (3) additional fees for the management of the excess MATERIALS (based on the current retail rate for the type and quantity of those MATERIALS) or for the management of the wastes that are not MATERIALS. Should we not, for any reason, be able to manage the wastes that are not MATERIALS you shipped us, you agree you will pay \$75.00 for each pallet or drum containing wastes that are not MATERIALS and all return shipping fees associated with those pallets or drums.

DISCLAIMER - IN NO EVENT SHALL WE BE RESPONSIBLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR USE OF RECYCLEPAK® CONTAINERS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE.

Indemnification

- A. We promise to indemnify you (which includes your employees, officers and directors) from any and all liability and claims (including costs of defense, settlement and reasonable attorneys' fees) which you may incur as the result of bodily injuries (including death), property, contamination of the environment or any violation of law to the extent caused by (1) our breach of these Terms and Conditions (including, but not limited to, the Our Promise section above) or (2) our or our employees', officers' or directors' negligence or willfulness which occurs during our providing services to you, as long as you have sent us wastes that are MATERIALS as described above.
- B. You promise to indemnify us (which includes our employees, officers and directors) from any and all liability and claims (including costs of defense, settlement, and reasonable attorneys' fees) which we may incur as the result of bodily injury (including death), property damage, contamination of the environment or any violation of law to the extent caused by (1) your breach of these Terms and Conditions (including, but not limited to, the Your Promise section above) or (2) you or your employees', officers' or directors' negligence or willfulness which occurs during your seeking or obtaining services from us.

