

Obexion Max Damaged Lithium Ion Battery 1 Mobile Phone or Small General Device Recycling Box Instructions and Terms and Conditions

TRANSPORTATION BY HIGHWAY ONLY, FORBIDDEN ON AIRCRAFT. PROGRAM APPROVED FOR USE IN THE LOWER 48 CONTIGUOUS UNITED STATES ONLY. NOT FOR EXPORT.



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

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

RECYCLEPAK® PACKAGING AND SHIPPING INSTRUCTIONS

THE INSTRUCTIONS MUST BE FOLLOWED FOR SAFE PACKING, STORAGE AND SHIPMENT OF THIS CONTAINER.

<u>Obexion Max Damaged Lithium Ion Battery 1 Mobile Phone or Small General Device Recycling Box (Applies</u> to Supply-385)

Important Notes: This closure instruction includes the assembly instructions for this packaging design. Substitution of materials or a change to these closure instructions may cause non-compliance with regulations and void the test certification for the packaging. Verify that there are no tears, punctures, split seams or rips in the exterior of the package or in any of the interior components. If you find any of these defects, DO NOT USE THE PACKAGING. Please contact the customer service department to order replacement special permit package(s). The Supply-385 is approved for use in the lower 48 contiguous United States only.

Supply-385 Obexion Max Damaged Lithium Ion Battery 1 Mobile Phone or Small General Device Recycling Box Contains:

- (1) Shipper
- (1) Inner Corrugated Sleeve
- (1) Mobile Phone or General Device Pouch (Holds a maximum size mobile phone or general device that is 7" x 3.5" x 1".)
- (1) 4" Packing Tape Strip
- (1) UN3481 Lithium Ion Battery Contained In Equipment Warning Label (To be placed on shipper per instructions below.)
- Instructions and Terms and Conditions
- Generator Certification Form (Needs to be completed and emailed or faxed to Veolia per instructions below.)
- Proof of Purchase containing Unique Container Number (UCN) for generation of the Certificate of Recycling
- (1) Packing list envelope The envelope will be used to hold the UPS return shipping label. Complete the enclosed Return Authorization Form to receive the label.

Required Safety Supplies:

Electronic equipment is typically classified as an article under the OSHA regulations; however, most manufacturers will provide a Safety Data Sheet (SDS) for the equipment they manufacturer. The user should review the SDS for any required and recommended safety precautions for handling the equipment.

AUTHORIZED CONTENTS: - The Supply-385 is designed to properly return 1 mobile phone or small general device that contains a damaged, defective or recalled lithium ion battery. This package is authorized for a maximum of 41.58 watt hours total. The maximum return weight of the Supply-385 is 2.2 lbs. Placing unauthorized materials inside the container may subject you to additional handling fees as well as violate our terms and conditions and eliminate any liability protection offered under this program.

• SUPPLY-385 – One (1) Mobile Phone or Small General Device containing a damaged, defective or recalled lithium ion battery. <u>The maximum return weight of the Supply-385 is 2.2 lbs.</u>

The following guidance should be followed when managing equipment with lithium ion batteries in RecyclePak®.

- 1. A "lithium ion battery" is a type of rechargeable battery commonly used in cell phones, tablets and laptop computers.
- 2. A cell is a single electro-chemical unit; a battery consists of one or more connected cells.
- 3. The size of a lithium ion cell or battery is determined by the Watt-hour (Wh) rating of the cell(s) or battery. This package is authorized for a maximum of 41.58 watt hours total.
- 4. Lithium ion batteries are classified by the Wh rating of the cell(s) or battery. Most lithium ion batteries will be marked with the Wh rating. If your battery is not marked with a Wh rating, Wh can be calculated using the following formula: Wh = Volts(V) x Ampere Hour (Ah). When working with this formula, One (1) Ah is equal to 1000 milliampere hours (mAh). (Wh=V*(mAh/1000))
- 5. Equipment containing a lithium ion battery must be packaged to prevent activation during transport.
- 6. Questions should be directed to 1-888-669-9725.

Step 1 – Locate, Complete and Send Required Paperwork

1. Locate the Return Shipment Authorization Form. Complete the form and read the Generator's Responsibilities and Generator Certifications sections. Print your name and title and sign and date the document. This form will be required when return shipping is requested.



Step 2 – Prepare and Fill Package

- Inspect your packaging for defects (See Figure 1). Verify that there are no tears, punctures, split 1. seams or rips in the exterior of the package or in any of the interior components. If you find any of these defects, DO NOT USE THE PACKAGING. Please contact the Veolia customer service department at (888) 669-9725 to order replacement special permit package(s).
- Carefully open the top flap of the package (See Figure 2). 2.
- 3. Take the silver pouch out of the inner sleeve by opening flap 1 and then 2. (See Figure 2 & 3).
- Insert device into the pouch. Do not tear open the pouch. (See Figure 4). 4.
- Place the filled pouch with the overlapping flap face down in the inner corrugated sleeve (See Figure 5). 5.
- Close the top of the corrugated sleeve by closing flaps 2 and then 1 (See Figure 3 & 2). Secure the side 6. locking tabs and place the corrugated sleeve inside the box. (See Figure 6).

Step 3 – Request Return Shipping Label

- 1. Locate and complete the Return Shipment Authorization Form. Fax the form to (920) 757-5485 or email to pak.ts@veolia.com.
- 2. If you are missing or cannot locate the Return Authorization Form, please call customer service at 1-888-669-9725 or email to pak.ts@veolia.com to request one.

Step 4 – Finalize the Package for Return Shipment

- 1. Upon receipt of your Return Authorization Form, Veolia will process your request, complete the RETURN AUTHORIZATION SECTION on the form and send back to you a completed Return Authorization Form and shipping label. Cut out the return shipping label and place it into the included packing list envelope.
- Make a copy of the completed **Return Authorization Form** and retain for your records. 2.
- 3. Place completed Return Authorization Form into the return shipping box on top of the closed corrugated sleeve.
- 4. Close box lid, inserting locking tabs into slots. Use one (1) 4" strip of tape centered vertically over the front lid and bottom of package as shown (See Figure 7).
- On the top of the box attach the enclosed UN3481 lithium battery warning label (See Figure 8). 5.
- 6. Affix the packing list envelope containing the return shipping label to the bottom of the closed box. It is important to not cover up or remove any other labeling already affixed to this box.
- It is the shipper's responsibility to ensure that all the requirements of the Special Permit have been fulfilled 7. prior to offering the package in transportation.
- The RECYCLEPAK® container MUST BE PROPERLY SEALED AND STRUCTURALLY SOUND. THE CONTAINER 8. MUST LACK EVIDENCE OF LEAKAGE OR DAMAGE THAT COULD CAUSE LEAKAGE. UPS® GROUND® may refuse packages that do not meet criteria!

Step #5 – Arranging for Pick Up

- 1. For business customers, call UPS® GROUND® (866) PICK-UPS (866-742-5877) to schedule a GROUND RETURN pickup. Alternatively, you can schedule a pickup online at www.ups.com.
- 2. Please contact customer service toll-free at 1-888-669-9725 to arrange for pickup if an UPS return shipping label was not attached to the shipper box.
- Keep a copy of your Proof of Purchase, which includes your Unique Container number (See Figure 9). 3. Retain a copy of Special Permit DOT-SP 20432 and these Instructions to demonstrate US DOT compliance.

Additional Shipping Charges

If you exceed the stated capacity of a RECYCLEPAK® container, ship us non-approved contents, ship us items in the wrong RECYCLEPAK® container, ship us items in a container other than an approved RECYCLEPAK® container, we can charge you an additional fee to compensate us.

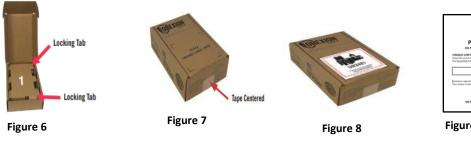




Figure 9



Figure 1







Figure 3



Figure 4







RECYCLEPAK[®] CONTAINER TERMS AND CONDITIONS

USE OF THE RECYCLEPAK® CONTAINER OR SERVICE IS CONSIDERED ACCEPTANCE OF THE TERMS AND CONDITIONS.

Thank you for choosing the RECYCLEPAK® container service for the proper handling, return transportation and recycling of your lamps, ballasts, batteries, mercury devices, dental wastes, cell phones, inkjet cartridges and electronics (The word "MATERIALS" is used herein to describe the wastes). Each RECYCLEPAK® container is compatible for specific MATERIALS. Please check your RECYCLEPAK® container to verify the container is suitable for shipping your specific waste. 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® containers, you are agreeing to these Terms and Conditions.

Refunds- If you purchased your RECYCLEPAK[®] online at <u>www.prepaidrecycling.com</u> 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 (888) 669-9725 for return instructions. We will make every effort to send you a refund following receipt of the unused RECYCLEPAK[®] containers. 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[®] from a distributor or third-party, please contact the distributor or third-party directly to request a refund.

Our Promise- We promise that our RECYCLEPAK[®] containers, provided they have not been damaged and have been properly packed and sealed in accordance with our instructions, with contents limited to only the MATERIALS described above, in containers required for specific MATERIALS described above, are suitable for shipping those MATERIALS. (If a prepaid shipping label was provided to you with the container, please use it to ship your MATERIALS to us. If you did not receive a prepaid shipping label, you are located in a state or jurisdiction that does not allow their use. In this case, please contact Veolia toll-free at (888) 669-9725 to arrange for shipping). 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[®] label and packaging instructions. We also promise that we will properly manage, recycle and dispose of the enclosed MATERIALS in accordance with the law, provided that we receive the RECYCLEPAK[®] container 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 RECYCLEPAK[®] container(s) is received by our transporter. If, for any reason, our carrier as identified on the prepaid return label will not ship the RecyclePak[®] container, we will work with you to identify alternative shipping. We will refund the actual shipping charges received by us from you if similarly priced alternative shipping cannot be located.

Your Promise- You promise that you will send us only the MATERIALS described above, in undamaged RECYCLEPAK® containers packaged in accordance with our instructions, in a quantity that does not exceed the stated capacity of the containers and in RECYCLEPAK® containers required for specific MATERIALS. If included, you promise to properly fill out the prepaid shipping label (name, address, city, state or province, zip or postal code) and affix where stated to the container. Furthermore, you promise not to place the prepaid shipping label on any pail, box or drum other than the RECYCLEPAK®, and if required by the RECYCLEPAK® container, you certify that you qualify as either a conditionally exempt very small quantity generator or a conditionally exempt small quantity generator, as defined by US EPA regulations 40 CFR 261.5 or are otherwise exempt from hazardous waste manifesting requirements in accordance with applicable state regulations.

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 only RECYCLEPAK[®] containers for sending us only the MATERIALS described above and to use them in accordance with our instructions. If you exceed the stated capacity of a RECYCLEPAK[®] container, we reserve the right to charge you an additional fee to compensate us for the extra MATERIALS. In the event you fail to abide by our instructions and you ship us MATERIALS in containers other than RECYCLEPAK[®], ship us MATERIALS in a RECYCLEPAK[®] container that is inappropriate for those MATERIALS, ship us containers from restricted states or countries, or ship us wastes that are not MATERIALS as described above (The word "NON-CONFORMING CONTAINER" is used herein to describe these shipments), we will charge you and you agree to pay additional fees within 30 days of invoice. We will charge you an ADDITIONAL SHIPPING AND HANDLING FEE of \$75.00 for each NON-CONFORMING CONTAINER shipped to reimburse us for the added costs in dealing with the NON-CONFORMING CONTAINER. If you send us a NON-CONFORMING CONTAINER, we will try to manage its contents, if possible, but we will charge you for any extra costs in addition to the ADDITIONAL SHIPPING AND HANDLING FEE listed above. Those costs shall be based on the retail rate for a RECYCLEPAK of similar size as published at <u>www.prepaidrecycling.com</u> at the time we receive the NON-CONFORMING CONTAINER. In the event you send us wastes that are not MATERIALS and we are unable, for any reason, to manage them you agree we can return the wastes that are not MATERIALS to you at your expense and you also agree to still pay us the ADDITIONAL SHIPPING AND HANDLING FEE above.

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.

