

# **RECYCLEPAK® TERMS AND CONDITIONS**

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

Thank you for choosing the RECYCLEPAK® service for the proper handling and recycling of your lamps, dry cell batteries, TSCA exempt PCB ballasts, non-PCB ballasts, computer monitors, electronic wastes, dental amalgam waste and specific intact mercury devices such as thermometers, thermostats, switches, and relays. (The word "MATERIALS" is used herein to describe the wastes). 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 [www.onyxpak.com](http://www.onyxpak.com) or [www.prepaidrecycling.com](http://www.prepaidrecycling.com), [www.veoliaes-ts.com](http://www.veoliaes-ts.com) OR [www.sylvania.com](http://www.sylvania.com) 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 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, are suitable for shipping those MATERIALS. (If a prepaid shipping label was provided to you with the containers, 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 1-800-556-5267 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.

**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. If included, you promise to properly fill out the prepaid shipping label (Name, address, city, state, zip) 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 RECYCLEPAK® provided. If using the RECYCLEPAK® Dental Waste or Mercury Switch Recycling Kit, you certify that you qualify as a conditionally exempt (very) small quantity generator as defined by US EPA regulations 40CFR 261.5 or are otherwise exempt from the hazardous waste manifesting requirements in accordance with applicable state regulations.

**Additional Charges and Return of Materials -** So we can serve you better please be sure to use 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 can charge you an additional fee to compensate us for the extra MATERIALS. **DO NOT EXCEED THE STATED WEIGHT CAPACITY FOR ANY CONTAINER. AN ADDITIONAL \$50 SERVICE FEE WILL APPLY FOR ALL ITEMS RECEIVED THAT EXCEED THE STATED WEIGHT CAPACITY.** If you send us wastes that are not MATERIALS as described above, we will try to manage these wastes, if possible, but we can charge you for any extra costs and, if we cannot accept the wastes, you agree we can return the wastes to you at your expense and that you will reimburse us for the extra costs we incur.

**Disclaimer** - In no event will you or we be responsible to each other 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 for which you may be responsible as the result of bodily injuries (including death), property, contamination of the environment or any violation of law to the extent the liability is caused by (1) our breach of these Terms and Conditions 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 for which we may be responsible as the result of bodily injury (including death), property damage, contamination of the environment or any violation of law caused by (1) your breach of these Terms and Conditions or (2) you or your employees', officers' or directors' negligence or willfulness which occurs during your seeking or obtaining services from us.