



## Dry Cell Battery Recycling Pails Instructions and Terms and Conditions

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



**DO NOT ALTER THIS CONTAINER!**

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

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Recent serious incidents involving batteries including batteries leaking, breaking or catching fire during the course of transportation have raised the Department of Transportation's (USDOT's) awareness and concern over improperly prepared battery shipments. Due to the large volume of batteries being transported for recycling and disposal, DOT has conducted increased inspections and performed a detailed analysis of the current packaging practices being used by companies when offering spent batteries for transportation in commerce.

As a result of this analysis, the USDOT, in conjunction with battery industry trade groups, commercial battery recyclers, and waste management companies, held a joint meeting in Washington D.C. to review current packaging methods that are being used by companies when transporting spent batteries.

In an effort to improve safety and compliance, USDOT has requested industry's assistance in developing management practices for the safe transportation of batteries being shipped for recycling and disposal and also in educating customer on the requirements for shipping batteries in compliance with the current USDOT regulations. In addition, on April 3, 2009, USDOT released an alert to industry on the safe shipment of spent batteries.

The applicable USDOT hazardous material regulations for the transportation of batteries and electrical devices are found in 49 CFR §173.185, §173.159, §173.21, and §172.102 special provisions 130, 188 & 189.

In summary, these regulations require ALL batteries to have terminals protected and be packaged in a manner to prevent short circuits from occurring. Proper insulation would include taping the terminals of the batteries or packaging batteries in individual plastic bags. If taping batteries, clear tape is preferred so that battery identification is still possible. Other forms of insulation and terminal protection may also be used.

With regards to household batteries most commonly used in consumer electronic devices such as cameras, toys, and portable power tools (alkaline, nickel cadmium, dry cell and nickel metal hydride) being shipped as "Batteries, dry, sealed, n.o.s." the USDOT regulations (special provision 130) state these shipments are exempted from most of the requirements of the Hazardous Materials Regulations when offered for transportation or transported in commerce provided the batteries are packaged in a manner that prevents the generation of a dangerous quantity of heat and are protected against short circuiting.

For more detailed information on the proper packaging and safe shipment of all types of batteries, please contact your Veolia account representative or customer service toll-free at 888-669-9725.

## **RECYCLEPAK® PACKAGING AND SHIPPING INSTRUCTIONS**

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

### **Dry Cell Battery Recycling Pails (Applies to Supply-041, Supply-069 and Supply-093)**

**Required Safety Supplies:**

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

**AUTHORIZED CONTENTS:** - The RecyclePak® dry cell battery recycling pail is designed for a variety of dry cell batteries. Please follow the guidance below as to the types of batteries allowed in the RecyclePak® pail. Failure to follow this guidance could result in non-compliance with published federal regulations and could potentially expose the generator to fines and penalties under the hazardous materials regulations for improperly identifying a hazardous material. **DO NOT INCLUDE LEAD ACID BATTERIES, WET CELL BATTERIES OR LARGE LITHIUM BATTERIES INTO ANY DRY CELL BATTERY RECYCLEPAK® CONTAINER.** Placing unauthorized materials inside any 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-041 - 3.5 gal pail- holds 50 lbs. of dry cell batteries**
- **Supply-069 - 1 gal pail- holds 25 lbs. of dry cell batteries**
- **Supply-093 - ½ gal pail- holds 15 lbs. of dry cell batteries**



**WARNING:** Battery short circuits can cause batteries to overheat and possibly result in a fire. Batteries must be packaged to prevent short circuits. Acceptable methods for preventing short circuits include **taping all terminals and wire leads, wrapping individual batteries in plastic or placing individual batteries into plastic bags.** This should be done in a manner that does not hinder battery identification (i.e. Using **ONLY** clear tape).

**NOTE ON LITHIUM BATTERIES:** The following guidance should be followed when managing spent lithium batteries in RecyclePak®.

1. For purposes of this guidance, we use the term "lithium metal battery" to refer to a non-rechargeable battery and the term "lithium ion battery" to refer to a rechargeable battery.
2. A cell is a single electro-chemical unit; a battery consists of one or more connected cells.
  - a. The size of a lithium metal cell or battery is determined by its lithium content as summarized in Table 1 below.
  - b. The size of a lithium ion cell or battery is determined by the Watt-hour (Wh) rating of the cell(s) or battery as summarized in Table 1 below.
3. Properly place each lithium battery, approved for shipment in RecyclePak® (See Table 1 below), individually within a plastic bag or tape terminals using clear tape to prevent short circuits.
4. Generators of Lithium batteries are responsible for proper identification of their spent lithium metal and lithium ion batteries.
  - a. Lithium metal batteries are classified by the quantity of lithium contained in the cell(s) or battery. Battery manufacturers may be able to provide guidance as to the amount of lithium contained in the cell(s) or battery.
  - b. 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:  $Wh = Volts(V) \times Ampere Hour (Ah)$ . When working with this formula, One (1) Ah is equal to 1000 milliampere hours (mAh). ( $Wh = V * (mAh/1000)$ )
5. Questions should be directed to 1-888-669-9725.

<b>TABLE 1- SMALL BATTERY AND CELL DEFINITIONS</b>		
<b>Small Lithium cells and batteries are defined in 49 CFR 173.185(C).</b>		
<b>Cells</b>	<b>Authorized for RecyclePak®</b>	<b>Not Authorized for RecyclePak®</b>
Lithium metal	5 g Li.	> 5 g Li.
Lithium ion	60 Wh	> 60 Wh
<b>Batteries</b>	<b>Authorized for RecyclePak®</b>	<b>Not Authorized for RecyclePak®</b>
Lithium metal	25 g Li	> 25 g Li.
Lithium ion	300 Wh	> 300 Wh

**Step #1 – Locate and Complete Prepaid Return Shipping Label Booklet**

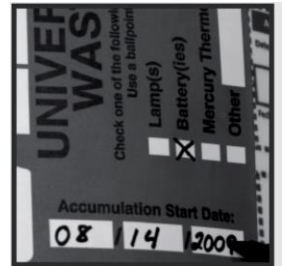
1. Open your FedEx Ground Label booklet adhered to the front of the pail or inside the pail by removing the “remove to open” tab. (See **Figure 1**). Detach to expose label. Retain your proof of purchase included within the FedEx Ground Label booklet. Since certain states require special handling (Alaska, Hawaii and Puerto Rico), a prepaid shipping label may not be enclosed. If a label was not adhered to



**Figure 1**



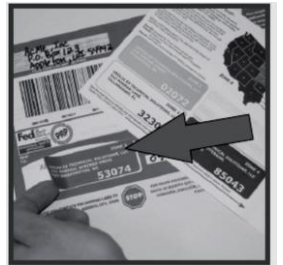
**Figure 2**



**Figure 3**



**Figure 4**



**Figure 5**



your container, please locate label and peel the back to stick onto the container in the space marked, or on the return shipping box if required (See Figure 8). Please contact customer service toll-free at 1-888-669-9725 to arrange for pickup if a label was not enclosed.

- Write your mailing address in the "From" section on the FedEx Ground label (See Figure 2). Make sure to include your company name, mailing address, city, state and zip code. A CERTIFICATE OF RECYCLING WILL NOT BE ISSUED IF THIS IS NOT COMPLETELY FILLED OUT.
- Complete the label by checking the type of material you will be placing in the container and entering an "ACCUMULATION START DATE". The "ACCUMULATION START DATE" is defined as the date when your first dry cell battery was placed into the RecyclePak® (See Figure 3).
- Enter the "ACCUMULATION START DATE" also on the container under the "GENERATORS RESPONSIBILITIES" (See Figure 4).
- Apply the appropriate color coded sticker to the FedEx Ground label as directed in your FedEx Ground Label booklet and map. (See Figure 5). If you have questions, please call customer service toll-free at 1-888-669-9725. SHIPPING TO UNAUTHORIZED ZONES will subject you to additional handling charges.

#### Step #2 – Prepare Package

- Open container and add poly liner. KEEP ORIGINAL SHIPPING BOX if using the 1.0 Gal or ½ Gal RECYCLEPAK® battery kits. (The original shipping box MUST be used for the return shipment of the RECYCLEPAK® pail.) If using the 3.5 Gal RecyclePak® you do not need a return shipping box.

#### Step #3 – Fill Container

- Follow WARNING IN THIS INSTRUCTION SHEET to properly prevent battery short circuits.
- Carefully fill RecyclePak® with spent dry cell batteries (See Figure 6). DO NOT INCLUDE ANY LEAD ACID BATTERIES, WET CELL BATTERIES OR LARGE LITHIUM BATTERIES. These batteries must be shipped separately in accordance with the USDOT hazardous materials regulations. Call customer service toll-free at 1-888-669-9725 for more information.
- DO NOT EXCEED CONTAINER CAPACITY, REFER TO AUTHORIZED CONTENTS ABOVE. AN ADDITIONAL SERVICE FEE WILL APPLY TO ALL ITEMS RECEIVED THAT EXCEED AUTHORIZED WEIGHT.
- Keep pail and liner closed, when not in use.

#### Step #4 – Seal Container

- When the RecyclePak® is full and the batteries are protected against short circuit, seal poly liner with provided tie or minimum 3" wide clear plastic tape or equivalent. Make sure poly liner is sealed and completely within pail.
- Place lid on top of pail and screw to lock on (See Figure 7).
- The 1.0 gal and ½ gal RecyclePak® containers must be placed back into original shipping box prior to shipping (See Figure 8).
- Seal shipping box with 2" minimum clear plastic tape or equivalent. The 3.5 gal RECYCLEPAK® does not require a return shipping box (See Figure 9).
- Make sure you've entered the "ACCUMULATION START DATE" on the container under the "GENERATORS RESPONSIBILITIES" section as directed in Step #1 of these instructions.

#### Step #5 – Ship Container

- The RecyclePak® container MUST BE PROPERLY SEALED AND STRUCTURALLY SOUND. THE CONTAINER MUST LACK EVIDENCE OF LEAKAGE OR DAMAGE THAT COULD CAUSE LEAKAGE. FedEx Ground may refuse packages that do not meet these criteria!

#### Step #6 – Arranging for Pick Up

- For business customers, call FEDEX® GROUND® (800) GO-FEDEX (463-3339) to schedule a GROUND RETURN pickup. Say "PRP" when prompted by the auto attendant. Alternatively, you can schedule a pickup online at [www.fedex.com/returnpickup](http://www.fedex.com/returnpickup)
- Since certain states require special handling (Alaska, Hawaii and Puerto Rico), a prepaid shipping label may not be enclosed. Please contact customer service toll-free at 1-888-669-9725 to arrange for pickup if a label was not enclosed.
- Keep a copy of your Proof of Purchase card, which includes your Unique Container number and FedEx Ground tracking number (See Figure 10).

#### 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.



**ATTENTION: CUSTOMERS IN THE DISTRICT OF COLUMBIA MUST HAVE OBTAINED AND EPA ID NUMBER FROM THE DISTRICT DEPARTMENT OF THE ENVIRONMENT (DDOE) AND COMPLY WITH ADDITIONAL REPORTING REQUIREMENTS AS CONTAINED IN THE DDOE RULES. ATTENTION: CUSTOMERS IN THE STATE OF MAINE MUST CALL CUSTOMER SERVICE TOLL-FREE AT 1-888-669-9725 PRIOR TO SHIPPING THIS CONTAINER. ADDITIONAL LABELING REQUIRED.**



Figure 6



Figure 7



Figure 8



Figure 9

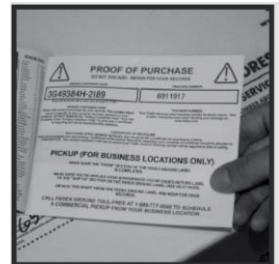


Figure 10

# 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 [www.prepaidrecycling.com](http://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 (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 [www.prepaidrecycling.com](http://www.prepaidrecycling.com) 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.

