



## **Flexible 30 Gal Ballast Recycling Drum Instructions and Terms and Conditions**

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



# **WARNING**

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

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

### **Flexible 30 Gal Ballast Recycling Drum (Applies to Supply-263)**

#### **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® Flexible 30 Gal Ballast Recycling Drum is designed for TSCA-exempt PCB and non-PCB ballast ONLY. Please follow the guidance below as to the types of ballast allowed in your RECYCLEPAK® drum. Placing unauthorized materials inside any RECYCLEPAK® container 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-263 – Flexible 30 Gal Ballast Recycling Drum** – Holds up to 250 lbs. of TSCA-exempt PCB and non-PCB lamp ballast. **DO NOT EXCEED STATED WEIGHT CAPACITY**

#### **Step #1 – Complete Accumulation Date**

1. Locate and fill in the **“ACCUMULATION DATE”** on the outside of the flexible drum using a permanent marker. The **“ACCUMULATION DATE”** is the date when the first lamp ballast was placed into the RECYCLEPAK®.

#### **Step #2 – Prepare Package**

1. Remove inner liner and fully open flexible drum. Ensure sides are straight and pressed out.
2. Carefully fold down the top of the bag over the sides of the container.
3. Insert the liner into the container and press corners into the bottom of the drum.

#### **Step #3 – Fill Container**

1. Carefully fill RECYCLEPAK® with appropriate number of intact, non-leaking ballast. Neatly stack ballast into drum to maximize space and ensure stability. All ballast must be fully inside container and should not protrude from the top of the container. **DO NOT PLACE LEAKING BALLAST INTO THIS CONTAINER.**
2. **DO NOT DO NOT EXCEED 250 LBS. AN ADDITIONAL SERVICE FEE WILL APPLY TO ALL ITEMS RECEIVED THAT EXCEED THIS WEIGHT.**
3. **KEEP DRUM AND LINER CLOSED WHEN NOT IN USE.**

#### **Step #4 – Seal Container**

1. When the RECYCLEPAK® is full with intact ballast, gather inner liner as close as possible to the top of the drum and twist several times. Fold twisted end of liner in half and secure with wire tie.
2. Gather the top of the drum together. Using the attached tie, tie a knot once, wrap tie around gather 180 degrees and secure with a bow tie.

#### **Step #5 – Prepare Pallet**

1. Place sealed drum on a standard 4ft pallet. Place up to four (4) drums on the pallet but do not stack drums.
2. Using shrink or stretch wrap, fully secure drum(s) to the pallet.



## Step #6 – Arranging for Pick Up

1. Complete included Pickup Request form and fax it to (920) 757-5485 or email to Pak.TS@veolia.com
2. Be sure to include the Unique Container Number for **EACH DRUM** you are requesting pickup for. **ONLY THOSE CONTAINERS REQUESTED WILL BE AUTHORIZED FOR PICKUP.**
3. Veolia will process your request and send you a Bill of Lading (BOL) or similar transportation document.
4. Secure BOL to the front of the palletized and secured drum(s).
5. Please allow 5-7 days for pickup of your palletized and secured ballast drum(s).

### 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.

**NO ADDITIONAL CONTAINERS MAY BE ADDED TO THE PICKUP ONCE PICKUP HAS BEEN SCHEDULED. ADDITIONAL CONTAINERS RECEIVED THAT ARE NOT AUTHORIZED FOR PICKUP WILL BE CHARGED TO YOU AT THE CURRENT RETAIL COST OF THE CONTAINER.**

**WARNING: DO NOT CONTACT FEDEX GROUND®, FEDEX FREIGHT® OR ANY OTHER LTL FREIGHT CARRIER FOR PICKUP. ANY UNAUTHORIZED SHIPMENT RECEIVED WILL BE REFUSED AND RETURNED TO YOU AT YOUR EXPENSE. YOU WILL BE RESPONSIBLE FOR ANY AND ALL CHARGES RELATED TO THE SHIPMENT.**



**ATTENTION: YOU MUST CONTACT CUSTOMER SERVICE PRIOR TO SHIPPING THIS CONTAINER.**

**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.

