



Mercury Lamp Recyclers Association
 529 14th Street, NW, Suite 1280
 Washington, DC 20045

MERCURY LAMP COLLECTION PARTICIPATION FORM

For use ONLY in the states of Maine and Vermont

Use this form to order containers through Mercury Lamp Recyclers Association (MLRA) for waste mercury compact fluorescent lamps and waste general purpose mercury-containing lamps from “covered entities”.

A “covered entity” is any person who presents: 1) any number of waste CFLs, or 2) 10 or fewer waste non- CFL, general purpose mercury-containing lamps.

MLRA utilizes Veolia’s RecyclePak® program. The containers are supplied with everything needed to return waste mercury lamps. MLRA assumes all recurring costs to ship and process waste mercury lamps in the approved containers. By completing this form, the participant agrees to the terms and conditions found on page 2.

Upon receipt of a completed participation form, MLRA will forward this information to Veolia ES Technical Solutions, LLC. Please allow ten business days for processing. Please keep a copy of this form for your records.

Inquiries about the Program? Please email info@mercurylamprecyclers.org

| Contact Information for Participation | | | |
|---|--------|----------|-------------------------|
| Type (must check one): <input type="checkbox"/> Retailer <input type="checkbox"/> Municipal | | | |
| Location Name: | | Website: | |
| Address: | | City: | State: ME or VT Zip: |
| Contact Name: | Phone: | Email: | |

| Collection Location Information |
|---|
| [MLRA will publish this information on its website directory of collection locations] |

Name of Collection Site: _____

Collection Site Point of Contact: _____

Shipping Address 1: _____

Shipping Address 2: _____

City: _____

State (circle one): MAINE or VERMONT

ZIP: _____

Email completed form to info@mercurylamprecyclers.org

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 materials. (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 on this site 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 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 1-888-669-

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 to, 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. 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 RecyclePak® provided. 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® 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 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.

Veolia ES Technical Solutions, L.L.C.